

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR:
PURCHASE OF WATER VALVE MAINTENANCE
TRAILER**

**FILE NO.: SCE-R8125.Y24
MCMUA Contract No: 2024-W02**

M O R R I S C O U N T Y



M U N I C I P A L U T I L I T I E S A U T H O R I T Y

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LARRY GINDOFF, EXECUTIVE DIRECTOR

JANUARY 2025

BIDDER: E.H. Wachs - A Division of ITW
ADDRESS: 600 Knightsbridge Parkway
Lincolnshire, IL. 60069
TELEPHONE: 847-537-8800


01/06/2025
MICHAEL K. MCALIDEN, P.E. DATE
NJPE LICENSE #24GE05346500

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Notice is hereby given by the Morris County Municipal Utilities Authority ("MCMUA") that sealed bids will be received by the Morris County Municipal Utilities Authority ("MCMUA") on **January 30, 2025 at 2:00pm** prevailing time in the Morris County Municipal Utilities Authority ("MCMUA") office located at 370 Richard Mine Road, Wharton, NJ 07885 at which time and place the sealed bids will be opened publicly and read for the following:

BID#2024-W02 PURCHASE OF WATER VALVE MAINTENANCE TRAILER

Obtaining Proposal Documents:

*All necessary bid specifications and bid forms may be secured on or after **January 7, 2025**, upon written request to:*

SUBURBAN CONSULTING ENGINEERS INC.

Email procurement@suburbanconsulting.com

96 U.S. Highway 206

Flanders, New Jersey 07836

Telephone 973-398-1776

Fax 973-398-2121

Written request must contain company name, company address, contact name, contact telephone number, contact fax telephone number, and contact email address in order to receive link to download documents. In submitting this request you will be registered for this bid, **only registered bidders will be allowed to submit a bid**. All digital documents are at no cost to bidder.

Submission of Bid:

- Bids are to be submitted to the following address:
370 Richard Mine Road
Wharton, NJ 07885
Re: Bid#2024-W02 Purchase of Water Valve Maintenance Trailer
If bidders hand deliver the bid submission, they are to deliver them to the MCMUA Office Building located at: 370 Richard Mine Road, Wharton, NJ 07885 during current business hours of 9:00am to 4:00pm.
- The bid opening at the MCMUA will also be conducted using remote meeting software which will be made available to the public with both video and audio capability. Members of the public, not attending in-person, are invited to participate in the bid opening using the provided video and audio-conferencing services. Forty-eight (48) hours prior to the bid opening, both a telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com>.
- All bids will be scanned and available for viewing within 24 hours of the bid opening on the MCMUA website; www.MCMUA.com.

- All bids must be submitted on the bid proposal forms provided in the bid documents in order to be considered.

Bidder Requirements:

- Bidder must comply with the requirements of NJSA 10:5-31 et seq., and NJAC 17:27.
- Other requirements as well as those described above are fully detailed in the bid document.

Additional Information:

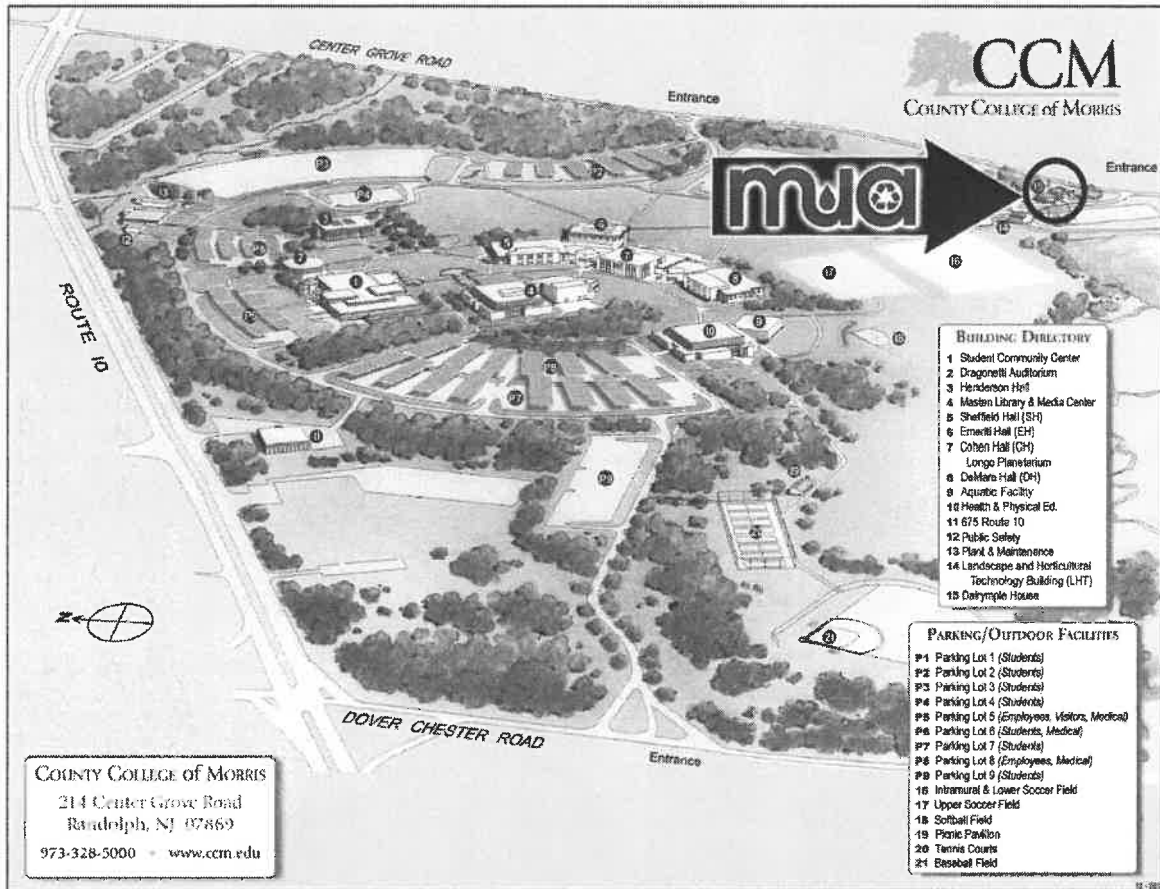
- Prospective Bidders are cautioned not to rely solely on this Notice to Bidders in preparing their Bids, but to read the Bid Documents in their entirety and comply with all bidding requirements set forth therein. Any questions concerning the Bid Documents should be submitted to procurement@suburbanconsulting.com. Any answers that would effectively revise or add to the substance of, rather than serve to clarify, an advertisement or bid document for a procurement subject to N.J.S.A. 18A:18A-21 or 40A:11-23, will be in the form of a written addenda to the specifications which, if issued will be available not later than seven (7) business days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under Their bid as submitted. All addenda so issued shall become part of the contract documents.

The MCMUA reserves the right, in accordance with applicable law, to reject any and all proposals that substantially or materially deviate from the specifications and other required bid documents, and further reserves the right to waive immaterial irregularities and informalities in the proposals in accordance with applicable law.

This bid has been advertised in accordance with the "Fair and Open" laws and nothing further shall be required under N.J.S.A. 19:44A-20.4.

MORRIS COUNTY MUA

Office Location Map



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MORRIS COUNTY MUA

Schedule of Events

Schedule of Events.

Provided below is the tentative schedule of events related to the Request for Bids and award of the Contract:

- Publication of Notice to Bidders: January 7, 2025
- Deadline for Submission of Written Questions Regarding Bid Documents: January 17, 2025
- Bids Due: January 30, 2025 at 2:00pm
- Contract Award: February 11, 2025

Date and Place of Bid Opening

The MCMUA shall receive sealed Bids on **January 30, 2025 at 2:00pm** prevailing time at the MCMUA's office located at 214A Center Grove Road, Randolph, NJ 07869.

The bid opening at the MCMUA will be conducted in-person and for bidders choosing not to attend in person, remote meeting software will be made available to the public with both video and audio capability. Members of the public are invited to participate in the bid opening either in person or using the provided video and audio-conferencing services. A telephone number with conference call access number to join the bid opening as well as a web link to join the live bid opening will be posted on the MCMUA's website at <http://mcmua.com> 48 hours prior to the opening.

The MCMUA will accept questions regarding the Bid in writing no later than 3:00 PM prevailing time on **Friday, January 17, 2025**. Based on the questions submitted, the MCMUA may at its own discretion provide answers in the form of an addendum to the Bid Documents. The MCMUA reserves the right to modify or change any of the Bid Specifications by the issuance of addenda to the Bid Specifications.

MORRIS COUNTY MUA

Definitions

The attention of all Bidders is directed to the Definitions section contained in this Information for Bidders and Requirements of Bid for definitions. Definitions shall apply to any such term(s) not otherwise defined in this Information for Bidders and Requirements of Bid. In the case of any term(s) not specifically defined in this Information for Bidders and Requirements of Bid, or any other document in the Bid Documents, said term(s) shall have the meaning normally ascribed to them in the trade, profession or business with which they are associated. The terms “herein”, “hereunder”, “hereby”, “hereto”, “hereof”, and similar terms, refer to this Contract and the term “heretofore” means before the Contract Date and the term “hereafter” means after the Contract Date. Words importing the masculine gender include the feminine gender or the neuter and vice versa, as the case may be. Words importing the singular number include the plural number and vice versa.

Certain terms are used in the Proposal Documents and shall be defined as follows:

Addenda means supplemental written specifications or drawings issued prior to the bid submission date (as such date may be amended), which modify or interpret the Proposal Documents by addition, deletion, clarification or corrections.

Affiliate means a person controlling, controlled by, or under common control with the person in question. For purposes of this definition, “control” and similar terms means either direct or indirect majority ownership or the power to direct the day-to-day management decisions of a person, whether through ownership of voting stock or interests, status as a managing member of managing general partner, by contract or otherwise.

A.R.O. means After Receipt of Order

Authority, MCMUA or Owner means the Morris County Municipal Utilities Authority.

Bid means all documents, proposal forms, affidavits, certificates, certifications, statements and Bid Security submitted by the Bidder at the time of the Bid opening.

Bid Documents means all documents in this Request for Bids (including any appendices, exhibits, or schedules attached hereto) which may be subsequently supplemented, amended or otherwise modified during the procurement process, which documents shall be incorporated by reference into the Contract executed by the Authority and the Successful Bidder, as if fully set forth therein.

Bid Security means the bid bond, cashier’s check or certified check submitted as part of the Bid, payable to the MCMUA, ensuring that the Successful Bidder will enter into the Contract.

Bid Specifications means the directions, provisions and requirements contained herein.

Bidder means any person, firm or entity which submits a Bid in response to this Request for Bids and who are collectively referred to herein as “Bidders.”

Broom Clean means free of any debris, materials, equipment, and/or possessions of the contractor; to restore the property to the condition to which it was found.

MORRIS COUNTY MUA

Definitions

Contract means the written agreement executed by and between the successful bidder and the MCMUA and shall include the Contract Documents.

Contract Documents consist of the Information to Bidders, Instructions to Bidders, Price Proposal Table, General Information, General Specifications, Technical Specifications, Detailed Specifications, Contract Drawings, Schedules and addenda, if any.

Contract Drawings means all sketches, blueprints, plans, surveys, reproductions of drawings pertaining to performing the work required under the Contract.

Contract Price means the prices proposed in Table P-1 and accepted by the MCMUA.

Contractor means the Successful Bidder who enters into the Contract to perform the Work as described herein, which term shall include subcontractors, equipment and material suppliers and their respective employees.

Contractor's Plant and Equipment means equipment, supplies and all other items, except labor, brought onto the site by the Contractor to carry out the work, but not to be incorporated in the work.

County refers to the County of Morris, a municipal corporation of the State of New Jersey.

Direct shall refer to action of the MCMUA by which the Contractor is ordered to perform or refrain from performing work under the contract.

Directive shall refer to written documentation of the actions of the Owner in directing the Contractor.

Extra Work means any work required by the MCMUA, which in the judgment of the Owner involves changes, reductions or additions to the work required by the Contract Documents.

Furnish means to deliver to the job site or other specified location any time, equipment or material.

Guarantor means the parent corporation or other such third-party, and its successors and assigns, which has in each case guaranteed the performance by the Contractor of each of the Contractor's obligations under the terms of the Contract. Such Guaranty shall be evidenced by an agreement executed by the Guarantor, the form of which is set forth in the Bid Documents and submitted at the time of the Bid.

Lowest Responsible Bidder means the bidder whose response to a request for bids offers the lowest price and is responsive and is responsible.

May refers to permissive actions.

MCMUA means the Morris County Municipal Utilities Authority.

MORRIS COUNTY MUA

Definitions

Notice to Proceed or NTP means the document issued to the Contractor designating the official commencement date of the performance under the Contract.

Owner means an authorized representative of the MCMUA.

Participant shall refer to any resident who disposes of HHW at the MCMUA HHW Disposal Program Site.

Plans means the same as Contract Drawings.

Price Proposal Forms means those forms that must be utilized by all Bidders to set forth the prices for services to be provided under the Contract.

Responsible means able to complete the contract in accordance with its requirements, including but not limited to requirements pertaining to experience, moral integrity, operating capacity, financial capacity, credit, workforce, equipment and facilities availability.

Responsive means conforming in all material respects to the terms and conditions, specifications, legal requirements and other provisions of the request.

Shall refers to actions by either the Contractor or the Owner and means the Contractor or Owner has entered into a covenant with the other party to do or perform the action.

Specifications means the directions, provisions and requirements, contained herein.

Specify refers to information described, shown, noted or presented in any manner in any part of the Contract.

Subcontractor means those having a direct contract with the Contractor to perform any of the Work required under the Contract.

Successful Bidder means the Bidder to which the Contract is awarded by the MCMUA.

Suppliers means those having a direct contract with the Contractor to perform any of the work required under the Contract.

Surety means the corporate body which is bound with and for the Contractor and which engages to be responsible for the Contractor's payment of all debts pertaining to and for the Contractor's acceptable performance of the Work for which the Contractor has contracted. Said Surety shall be duly certified to conduct business in the State of New Jersey and qualified to issue bonds in the amount and of the type and character required by the Bid Documents.

Total Bid Price shall refer to that amount identified in Table P-1 of the Proposal Section of the within bid.

Uncontrollable Circumstances shall have the meaning set forth in the Contract.

Will refers to actions entered into by the Contractor or the MCMUA as a covenant with the other party to do or to perform the action.

MORRIS COUNTY MUA

Definitions

Work means all labor, materials, supplies, tools and equipment, insurance, bonds and other such items necessary to perform the services required under the Contract in accordance with all Applicable Laws and the Bid Documents.

Written Notice means electronic or handwritten documentation. Proof of receipt provided.

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MORRIS COUNTY MUA

Information to Bidders

SECTION I - SUBMISSION OF BIDS

- Morris County Municipal Utilities Authority, The County of Morris, New Jersey (hereinafter referred to as "MCMUA" or "OWNER") invites sealed bids pursuant to the Notice to Prospective Bidders. Said Notice to Prospective Bidders is to be attached to and is considered as a part of these Information to Bidders.
- Sealed bids will be received by the Purchasing Agent or his/her designee of the MCMUA at the time and place stated in the Notice to Prospective Bidders, and at such time and place will publicly open and read aloud all bids received.
- Bid proposals as defined herein, shall be reassembled into book form. The Prospective Bidders shall use ring binders (loose-leaf) or spiral binders to reassemble the Bid Documents.
- A total of one Bid proposal shall be submitted at the time of the Bid opening and marked original.
- On all copies of the Bid proposal the Price Proposal page must be tabbed separately.
- It is the bidder's responsibility to see that the bid is presented to the MCMUA on the hour and at the place designated.
- Bids received after the designated time and date will be returned unopened
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope.
- Bids may be hand delivered or mailed; however, **the MCMUA disclaims any responsibility for bids forwarded by regular or overnight mail.**
- All mailed bids must be delivered and signed for by the MCMUA Staff ONLY
- The following should be reflected on the face of the envelope the bid documents are submitted in:
 1. Addressed to the Morris County Municipal Utilities Authority ("MCMUA")
 2. Bearing the name and address of the bidder written on the face of the envelope
 3. Clearly marked "BID" with the contract title and/or BID # being identified
- Where additional sheets are necessary to satisfy the requirements of the Bid Documents, they shall be placed immediately following such form or table which the additional sheets supplement. If the number of additional sheets submitted exceeds twenty-five (25), then they shall be included as an attachment to the Bid together with a list identifying the attachments, which list shall be placed immediately following the appropriate section in the Bid submission.
- Prospective Bidders may collaborate with other firms to submit Bids proposals for the Contract, however, the MCMUA will enter into a Contract with only one (1) entity and that entity shall have full responsibility to conduct the Work, as that term is defined in the Bid Documents, in accordance with the Bid Documents and Applicable Laws.

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Information to Bidders

- Bid proposals shall be signed by (1) principal executive officer in the case of a corporation, (2) general partners in the case of a partnership or three (3) the proprietor in the case of a sole proprietorship. Bid proposals may be signed by a duly authorized representative of the Bidder if the authorization is established in writing by the person described in (1), (2) or (3) above, as applicable and said authorization specifies a particular individual or a position having responsibility for overall operations of the business of the Bidder.
- Additional materials not included in the Bid Documents, including but not limited to drawings, specifications, historical data, plans, permits, agreements, manuals, etc., which the Bidder may wish to review, may be obtained at the office of the MCMUA, 214A Center Grove Road, Randolph, NJ 07869. As provided by law, fees may be assessed for the provision of a copy of these materials and such fees shall be non-refundable. Alternatively, these materials may be reviewed without fee at the MCMUA's office located at 214A Center Grove Road, Randolph, NJ 07869.
- Sealed bids forwarded to the MCMUA before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additional information not required by the specifications, or irregularities of any kind, maybe rejected by the MCMUA. Any changes, whiteouts, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Prospective Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by the MCMUA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- Amongst other items to be submitted as set forth in the Bid Documents (See Checklist), each Bidder must submit with its Bid a signed Equipment and Vehicle Certification stating that it owns, leases or controls all the necessary equipment required to accomplish the Work in accordance with the Bid Documents, together with an executed Bidder's Agreement to Provide Equipment and Vehicles. Should the Bidder not be the actual owner or lessee of any such equipment required, its Equipment and Vehicle Certification shall state the source from which the equipment will be obtained, and in addition, shall be accompanied by a signed certification from the owner or person in control of the equipment required stating that in the event the

MORRIS COUNTY MUA

Information to Bidders

Bidder is awarded the Contract, it shall provide Bidder with the equipment, together with an executed Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles.

- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Prospective Bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

SECTION II - BID SECURITY / CONTRACT SECURITY

- The following provisions if indicated shall be applicable to this bid and be made a part of the bidding documents:

- Bid Guarantee

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the Morris County Municipal Utilities Authority ("MCMUA"). When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Morris County Municipal Utilities Authority ("MCMUA").

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. **Must be submitted at the time of bid opening, failure to do so is a mandatory cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

- Consent of Surety

Bidder shall submit with the bid proposal a Certificate (Consent of Surety) to guarantee that the surety company will furnish the MCMUA with the bonds required by the contract documents within the time periods and in the amounts so specified. The surety shall be authorized to do business in the State of New Jersey. The Consent of Surety shall be in a form acceptable to the MCMUA and accompanied by (a) duly executed acknowledgements of the respective parties; (b) a duly certified copy of a Power of Attorney (where the Consent of Surety is executed by an agent or other representative of the surety); (c) a duly certified extract from the By-Laws or resolutions of Surety under which the Power of Attorney was issued; and (d) a duly certified copy of latest

MORRIS COUNTY MUA

Information to Bidders

published financial statement of asset and liabilities of Surety. **Must be submitted at the time of bid opening, failure to do so is a mandatory cause for rejection of bid in accordance with N.J.S.A. 40A:11-23.2.**

- Performance Bond

The successful bidder shall execute and deliver to the MCMUA within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by the MCMUA in statutory form with such surety companies as sureties as shall be approved by the MCMUA Council and qualified and authorized to do business under the laws of the State of New Jersey. The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance. **If required, failure to deliver this with the executed contract shall be cause for declaring the contract null and void.**

SECTION III - INTERPRETATION AND ADDENDA - PROSPECTIVE BIDDERS RESPONSIBILITIES

- The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the MCMUA. The bidder accepts the obligation to become familiar with these specifications.
- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. Such notice will be sent from SOmara@co.morris.nj.us.
- Prospective bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Prospective bidders should be promptly reported in writing to the appropriate MCMUA official. In the event the bidder fails to notify the MCMUA of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the MCMUA's representative stipulated in the bid. In order to be given consideration, written requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents and shall be acknowledged by the bidder in the bid. The MCMUA's interpretations or corrections thereof shall be final.

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Information to Bidders

- Discrepancies in the Bid
 - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the MCMUA of the extended totals shall govern.
 - All prices and amounts must be written in ink or preferably typewritten in a word format on the bid form provided. Any discrepancies between the words and numbers, the written word price shall prevail.

- Deviations

All Prospective Bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

SECTION IV - PREPARATION OF BIDS

- The MCMUA is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

The MCMUA has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

- Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

SECTION V - BID OPENING / ANALYSIS & EQUIPMENT

- Acceptance of Bids

The MCMUA reserves the right to waive any immaterial defect or informality in any bid. The MCMUA also reserves the right to reject any or all bids in accordance with the Local Public Contracts Law. Any bid received after the time and date specified shall not be considered.

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Information to Bidders

- Bid Opening

All Prospective Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of the MCMUA, and will not be returned to the Prospective Bidders.

The MCMUA may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder who's Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

The MCMUA may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

- Contract Award

Should the MCMUA decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within ten (10) days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, the MCMUA may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which the MCMUA may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which the MCMUA may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of the MCMUA.

SECTION VI - REJECTION OF BIDS

- The MCMUA reserves the right to reject any and all bids for any one or more of the following reasons.
 - All bids pursuant to N.J.S.A. 40A:11-13.2;
 - The lowest bid substantially exceeds the cost estimates for the goods and services.
 - The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services
 - The governing body of the contracting unit decides to abandon the project for the provision or performance of the goods or services.
 - The contracting unit wants to substantially revise the specifications for the goods or services

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Information to Bidders

- The purposes or provisions or both of N.J.S.A. 40A:11-1 et seq. are being violated
- The governing body of the contracting unit decides to use the State authorized contract.
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing Prospective Bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)
- Conditional bids will not be accepted.

SECTION VIII – PERMISSION FOR BIDDER TO WITHDRAW BID

- N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both from the final bid computation.
- A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal in writing, by certified mail or registered mail to the Qualified Purchasing Agent. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Qualified Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidder wishes to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.
- A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.
- The public owner will not consider any written requests for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in preparation of a bid proposal unless the postmark of the certified or registered mailing is within five (5) business days following the opening of bids.

MORRIS COUNTY MUA

Administrative Documents

- A. Failure to submit the following documents at the time of bid opening is a MANDATORY cause for rejection of the bid in accordance with N.J.S.A. 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Bid Security by way of a certified check, cashier's check, or bid bond	MR
X	Consent of Surety	MR
X	Statement of Ownership Disclosure	MR
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	MR
X	Non-Collusion Affidavit	MR

- B. Failure to submit the following documents at the time of bid opening may be cause for rejection of the bid.

Owner's Checkmarks		Bidder's Initials
X	Administrative Documents Acknowledgement	MR
X	Price Proposal Table	MR
X	Price Proposal Signature Form	MR
X	Experience & Qualifications Questionnaire	MR
X	Affirmative Action Compliance Notice	MR
X	Mandatory EEO Language	MR
X	Certificate of Employee Information Report/AA-302	MR
X	Americans with Disability Act of 1990	MR
X	Pay to Play Advisory Notice	MR
X	W-9	MR
X	N.J Anti-Discrimination Form	MR
X	Bidder's Agreement to Provide Equipment and Vehicles	MR

MORRIS COUNTY MUA

Administrative Documents

Owner's Checkmarks		Bidder's Initials
X	Subcontractor Utilization Form	MR
X	Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles	MR
X	Equipment and Vehicle Certification Form	MR
X	Corporate Acknowledgement	MR
X	Acknowledgement of Contractor, if Bidder is a Partnership	MR
X	Acknowledgement of Contractor, if Bidder is an Individual	MR
X	Acknowledgement of Contractor, LLC	MR
X	Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation	MR
X	Affidavit of Non-Debarred Status	MR
X	Bid Security Statement	MR
X	Surety Acknowledgement	MR
X	Surety Disclosure Statement & Certificate	MR
X	Guarantor Agreement	MR

C. The following documents are to be submitted prior to contract award.

Owner's Checkmarks		Bidder's Initials
X	New Jersey Business Registration Certificate	
X	Disclosure of Investment Activities in Iran	
X	Certification of Non-Involvement in Prohibited Activities in Russia & Belarus	
X	Certificate of Insurance	

D. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name: E.H. Wachs - A Division of ITW

Representative's Name: Manny Rumao

Representative's Signature: 

Date: 01/21/2025

Phone: 847-537-8800

MORRIS COUNTY MUA

Acknowledgement of Receipt of Addenda

Pursuant to the NJSA 40A:11-23.1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions or addenda to the Bid Advertisement, Bid 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 local unit's record of proper notice to Bidders, per NJSA 40A:11-23(c), shall take precedence and Bidder's failure to acknowledge receipt of addenda shall result in rejection of Bid.

Title of Addendum/Revision	Received Via (email, fax, etc.)	Date Received
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CONCERNING CONTRACT DOCUMENTS – SPECIFICATIONS	Email	01/10/2025
CONCERNING CONTRACT DOCUMENTS – SPECIFICATIONS	Email	01/15/2025

No Addenda Issued Initials _____

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: E.H. Wachs - A Division of ITW

Bidder's Signature: 

Printed Name & Title: Manny Rumao/General Manager

Date: 01/21/2025

ADDENDUM NO. 2

January 15, 2025

**PURCHASE OF WATER VALVE MAINTENANCE TRAILER
MORRIS COUNTY, STATE OF NEW JERSEY
MCMUA CONTRACT NO.: 2024-W02
FILE No.: SCE-R08125.Y24**

To All Concerned:

The Contract Documents associated with the Morris County Municipal Utilities Authority 'Purchase of Water Valve Maintenance Trailer' project prepared by SUBURBAN CONSULTING ENGINEERS, INC. (SCE), dated January 2025 are revised as follows:

CONCERNING CONTRACT DOCUMENTS – SPECIFICATIONS:

Schedule of Events:

- The bid opening location has been revised as follows:

... The MCMUA shall receive sealed Bids on **January 30, 2025 at 2:00pm** prevailing time at the MCMUA's office located at ~~214A Center Grove Road, Randolph, NJ 07869~~ 370 Richard Mine Road, Wharton, New Jersey 07885.

END OF ADDENDUM NO. 2




MICHAEL K. MCALOON, PE
NJPE LICENSE # 24GE05346500
01/15/2025
DATE

MORRIS COUNTY MUA

Price Proposal Table

Project Scope:

Furnish and deliver a Valve Trailer, complete in place to 95 Pleasant Hill Road, Randolph, New Jersey 07869. In accordance with the above understandings and agreements, Bidder will complete the Work for the following sums:

PROPOSAL TO:

Morris County Municipal Utilities Authority

BID#2024-W02 PURCHASE OF WATER VALAVE MAINTENANCE TRAILER

ITEM #	DESCRIPTION	UNIT MEAS.	QUANT.	UNIT PRICE (In Figures)	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
BASE BID						
1	Incline Vac Utility Excavator – Model 350	LS	1	\$		\$
TOTAL BASE BID PRICE: \$						(In Figures)
COMPANY NAME:						

- Unit Prices shall be written in words and figures. Ditto marks are not considered writing or printing and shall not be used. If the amount shown in words and its equivalent in figures do not agree, a determination of intent will be made based on the following.
 - If the Extended total is the correct product of Unit Price in figures and quantity, then Unit Price in figures shall prevail.
 - If the Extended total is the correct product of Unit Price in words and quantity, then the Unit Price in words shall prevail.
 - If the Extended total is the incorrect calculation using either Unit Price in words or Unit price in figures, then the Unit Price in words shall prevail and the Extended total shall be adjusted accordingly.
 - In the case of the correction of the apparent low bid, the bidder will be contacted and given the option to either accept the correction or withdraw their bid.
- The Total Contract Price shall be the correct sum of the correctly extended unit price multiplied by the quantity provided.
- The lump sum price bid for Mobilization is not to exceed requirements outlined in Section 017113, Mobilization. In case of exceedance, the maximum amount for mobilization, for the submitted bid range, will govern and the Total Contract Price will be adjusted accordingly.
- If awarded a contract, the Bidder agrees to comply with NJSA 10:5-31 et seq. and NJAC 17:27.
- It is the intention of the Owner to award the complete project to the lowest responsible bidder.
- Bids must provide pricing for all base bid items. Bids that do not provide pricing for base bid will be rejected.

ADDENDUM NO. 1

January 10, 2025

PURCHASE OF VALVE MAINTENANCE TRAILER
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY, STATE OF NEW JERSEY
FILE No.: SCE-R08125.Y24

To All Concerned:

The Contract Documents associated with the Morris County Municipal Utilities Authority 'Purchase of Water Valve Maintenance Trailer' project prepared by SUBURBAN CONSULTING ENGINEERS, INC. (SCE), dated January 6, 2025 are revised as follows:

CONCERNING CONTRACT DOCUMENTS – SPECIFICATIONS:

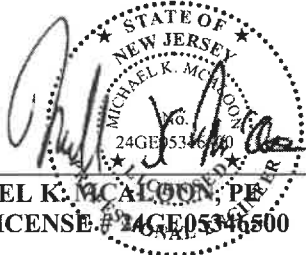
Proposal Form – Bid Items have been revised and are attached herewith.

Division 01, Section 012200 Measurement and Payment has been revised and is attached herewith.

Division 33, Section 331020 Valve Exercise Machine has been revised and is attached herewith.

Revised Proposal Form, Section 012200, and Section 331020 are enclosed with this Addendum. Bidders are advised that submissions must include acknowledgment of this addendum on page 22 of the specifications.

END OF ADDENDUM NO. 1



MICHAEL K. MCALOON, PE
NJPE LICENSE # 24GE05346500

01/10/2025
DATE

MORRIS COUNTY MUA

Price Proposal Table

Project Scope:

Furnish and deliver a Valve Trailer, complete in place to 95 Pleasant Hill Road, Randolph, New Jersey 07869. In accordance with the above understandings and agreements, Bidder will complete the Work for the following sums:

PROPOSAL TO:

Morris County Municipal Utilities Authority

BID#2024-W02 PURCHASE OF WATER VALVE MAINTENANCE TRAILER

ITEM #	DESCRIPTION	UNIT MEAS.	QUANT.	UNIT PRICE (In Figures)	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
BASE BID						
1	WACHS - Standard LX Valve Maintenance Trailer VMT, Gas	LS	1	\$ 92,129.80		\$ 92,129.80
TOTAL BASE BID PRICE: \$				Ninety-two thousand one hundred twenty-nine dollars and eighty cents (In Figures)		
COMPANY NAME:				E.H. Wachs - A Division of ITW		

- Unit Prices shall be written in words and figures. Ditto marks are not considered writing or printing and shall not be used. If the amount shown in words and its equivalent in figures do not agree, a determination of intent will be made based on the following.
 - If the Extended total is the correct product of Unit Price in figures and quantity, then Unit Price in figures shall prevail.
 - If the Extended total is the correct product of Unit Price in words and quantity, then the Unit Price in words shall prevail.
 - If the Extended total is the incorrect calculation using either Unit Price in words or Unit price in figures, then the Unit Price in words shall prevail and the Extended total shall be adjusted accordingly.
 - In the case of the correction of the apparent low bid, the bidder will be contacted and given the option to either accept the correction or withdraw their bid.
- The Total Contract Price shall be the correct sum of the correctly extended unit price multiplied by the quantity provided.
- The lump sum price bid for Mobilization is not to exceed requirements outlined in Section 017113, Mobilization. In case of exceedance, the maximum amount for mobilization, for the submitted bid range, will govern and the Total Contract Price will be adjusted accordingly.
- If awarded a contract, the Bidder agrees to comply with NJSA 10:5-31 et seq. and NJAC 17:27.
- It is the intention of the Owner to award the complete project to the lowest responsible bidder.
- Bids must provide pricing for all base bid items. Bids that do not provide pricing for base bid will be rejected.

**SECTION 012200
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.1 SUMMARY

- A. The Contractor shall perform each major portion of the work for the Lump Sum price or unit price, as the case may be, bid for such portion of the work as entered in the appropriate contract Item.
- B. The work to be done under any payment item shall not be limited to the exact extent described but shall include all additional and miscellaneous work normally necessary and generally understood to be required for the completion of that item, in accordance with best modern practice, for the scope of item or class of work involved, regardless of whether or not such additional and/or miscellaneous necessary work is described in the Specifications.
- C. All work included on the Drawings and in the Specifications shall be completed in full without further compensation than is provided for in the aggregate of all price items (valuing unit price items on the basis of actual quantities only), regardless of whether or not such work is specifically mentioned in the condensed summary in the following paragraphs.

1.2 DEFINITIONS

- A. Lump Sum price is an amount proposed by bidders, stated on the Bid Form, as a price for the full compensation for all Work shown on the plans and required by these specifications and any other incidental work in the Contract Documents. Cost shall include but not limited to transportation, equipment, supplies, appurtenances, disposal, etc. to perform the Work shall be included in the Lump Sum Price named in the Bid Proposal.

1.3 LUMP SUM

- A. Lump sum prices submitted in the Bid Proposal shall constitute full compensation for all Work shown on the Plans and required by these specifications and any other incidental work in the Contract Documents. Measurement and payment for all bid items included as Lump Sums shall include the cost of all labor, materials, and equipment necessary to furnish, install, clean, test, and place each item into operation. No item of Work that is required by the Contract will be paid for outside of or in addition to the prices submitted for Lump Sum Prices.
- B. All Work of incidental nature or necessary to complete the fully functional use of Lump Sum Items, not specifically set forth in the Bid Proposal as a pay Item, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therefore shall be included in the Lump Sum Prices named in the Bid Proposal.
- C. Any Work not specifically called for or set forth in the Bid Proposal as part of Lump Sum items, but which is considered necessary for the proper execution of the Work, shall be considered an obligation of the Contractor in furnishing such labor, equipment, materials, and appurtenances for the satisfactory completion of the Contract, and no separate payment will be made. Such work shall include, but not

- necessarily be limited to: inspection surveys; working and shop drawing preparation and submittals; removal and disposal of unsuitable materials; demolition; providing operation and maintenance manuals; testing; materials and equipment required for testing; conforming to all requirements of necessary project permits and obtaining same; startup services of factory trained service engineers; compliance with all other general requirements and industry standards; and all Work required by the specifications.
- D. Pricing for all work included in the Contract Drawings and in the Specifications not covered by another bid item, shall be included in Lump Sum pricing.
 - E. The Total Contract Price shall constitute full compensation of all Work for the sum of Bid Items as required by and in accordance with the Contract Documents.
 - F. Measurement and Payment: Refer to Section 012900 "Payment Procedures" for work that requires establishment of The Schedule of Values for allowance of partial payments for Lump Sum price item(s).
 - G. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit or Lump Sum prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
 - H. Any materials sampling and laboratory testing required in order to load, transport and dispose of regulated, non-hazardous or hazardous substances, materials or wastes in accordance with Federal, State, County, Local and facility laws, rules, and regulations are the sole responsibility of the Contractor.
 - I. The cost for any additional testing shall be included in the Contractor's overall Bid Price. Measurement and payment for materials sampling and testing of various types will not be made; the cost(s) therefore to be included in the cost for the disposal of the various materials.

1.4 UNIT COST ITEMS

- A. In the case of unit price Items, payment will be on the basis of actual quantities provided and accepted.
- B. Brief general descriptions of the various components of the work, and the contract price items to which such work is applicable, are set further in the sections which follow.
- C. All unit prices bid shall be applied toward adjusting the total contract price as a result of quantity changes which may be made from those shown in the Drawings or specified and ordered by the Engineer. The same classes of work as may be covered under such unit price adjustment items may also be shown on the Drawings and/or specified and included in the scopes of work under one or more major Lump Sum payment contract items as components of the work included in said Lump Sum items. All work shall be paid for only once, and any work included under a Lump Sum item shall not be paid for again under a unit price item.
- D. Approximate quantities for the adjustment unit price items are stated in the Bid in order to obtain balanced unit prices by bid and to establish a total contract base bid as a basis for comparison of same and award of contract. Payment for work performed under unit price items (not including work of the same class paid for under Lump Sum items) will be on the basis of actual quantities furnished and

installed and accepted by the Engineer. The same unit prices shall be applied as deductions from the total contract price in the event that quantities are less than indicated on the Drawings and/or specified.

1.5 ALLOWANCE ITEMS

A. General

1. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
2. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included under the other various base bid items and not part of the allowance.

B. Documentation:

1. For any allowance, Contractor shall maintain detailed records of work performed. Engineer to approve payment for said items based on backup documentation provided by Contractor.
2. After completion of work, Contractor shall submit an itemized account and supporting data necessary to substantiate cost and time.

1.6 CONTINGENCY ITEMS

A. General

1. Use the contingency only as directed by Engineer for Owner's purposes.
2. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency are included in the contingency and are not otherwise included under the other various bid items. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
3. Use of funds from the contingency will include Contractor's related costs and reasonable overhead and profit margins as defined in General Conditions Article 3.3.C Change in Work.

B. Documentation:

1. For any contingency, Contractor shall maintain detailed records of work performed and furnish detailed schedule of values with each payment application. Engineer to approve payment for said items based on backup documentation provided by Contractor.
2. Contractor shall submit an itemized account and supporting data necessary to substantiate cost and time. At Project closeout, credit unused amounts remaining in the contingency to Owner by Change Order.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 WACHS – STANDARD LX VALVE MAINTENANCE TRAILER – VMT, GAS (BID ITEM 1)

- A. Bid Item **WACHS – Standard LX Valve Maintenance Trailer – VMT, Gas** includes the purchase and delivery of the specified item including all accessories as outlined in the technical specifications, and 1-day of field training for MCMUA Personnel.
- B. Bid Item **WACHS – Standard LX Valve Maintenance Trailer – VMT, Gas** will not be measured and Payment will be made on a lump sum basis upon successful delivery to the Owner

END OF SECTION

SECTION 331020
PURCHASE OF WATER VALVE MAINTENANCE TRAILER

PART 1 SCOPE OF WORK

1.1 DESCRIPTION

- A. It is the intent of this specification to provide for the purchase of one (1) complete water valve maintenance trailer, ready for operation. The system shall be capable of clearing of valve boxes, vacuum of debris, operation of valves and data collection. The trailer-mounted system shall include a gas-powered engine, valve operator, vacuum system, pressure washer system, and controller/data logger as per the specifications herein.
- B. The specifications are based on WACHS – Standard LX Valve Maintenance Trailer VMT, Gas.
- C. The Contract time is 120 calendar days. However, the Bid Form includes a projected delivery date. Please note that if that date is beyond the proposed contract time.

PART 2 PRODUCTS

2.1 VALVE EXERCISING EQUIPMENT

- A. The Standard LS (Gas) – VMT is a single valve maintenance trailer which includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities.
- B. This includes telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger.
- C. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine to provide power for all contained functions.
- D. The equipment shall include an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar).
- E. A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door.
- F. Driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank.
- G. The equipment shall include 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns.
- H. The LX package must include the service light bar with arrow board.
- I. 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools
- J. Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger

- K. The trailer shall also include a 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box
- L. Tee Handle for 1" Telescoping Key (11-408-00)
- M. HD Magnetic lifter for easy removal of steel and cast iron meter pit covers, valve box covers, small panels and lids up to 60 Lb utilizing 70mm switchable magnet.

2.2 TRAILER

- A. Frame shall be 7,000 lb. GVWR with single axle, independent torsion wheel suspension with brakes. All structural steel construction (no tubing) with metal deck.
- B. Trailer shall contain DOT approved LED lighting with environmentally sealed connectors.
- C. Entire trailer shall be solvent washed and phosphoric etched. All seams shall be caulked then a two part urethane paint (color white/black) applied. A durable plastic bed lining product shall be applied to trailer deck and fender fronts.
- D. Trailer shall contain pintle hitch with safety chains as well as heavy duty, polished diamond plate job box.

PART 3 EXECUTION

3.1 TRAINING

- A. After delivery, a qualified technician shall provide 8 hours of complete training to Morris County Municipal Utilities Authority personnel at the Morris County Municipal Utilities Authority facility. Training shall include safety, operation, maintenance, service, and computer software.

3.2 DELIVERY

- A. Water Valve Maintenance Trailer shall be delivered to the Morris County Municipal Utilities Authority yard located at 95 Pleasant Hill Road, Randolph, New Jersey 07869.
- B. Acceptance shall be subject to the inspection and approval of the Morris County Municipal Utilities Authority Water Superintendent.
- C. Bidder shall state delivery date from award of bid.

3.3 PRODUCT WARRANTY

- A. Bidder warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under Seller. Seller further warrants that for a minimum period of 36 months from the date of shipment (the "Warranty Period"). The Products: (a) will conform to specifications herein or other descriptions; and (b) will be free from substantial defects in material and workmanship. Seller shall assign to Purchaser any warranties Seller receives from third party manufactures of parts, components and equipment.

3.4 SERVICE WARRANTY

- A. Bidder warrants that (a) it will perform services in a timely, competent and professional manner and in accordance with industry standards; and (b) the services shall conform to any applicable specifications or statement of work.

3.5 SHOP DRAWINGS

- A. Shop drawings shall be submitted for review and approval by the Executive Director, prior to shipment.

END OF SECTION

MORRIS COUNTY MUA

Price Proposal Signature Form

From: E.H. Wachs - A Division of ITW
600 Knightsbridge Parkway, Lincolnshire, IL. 60069

Vendor: The undersigned has reviewed the proposal submitted in response to the bid issued by the MCMUA in connection with the need for the following:

BID#2024-W02 PURCHASE OF WATER VALVE MAINTENANCE TRAILER

We affirm that the contents of the proposal (which proposal is incorporated herein by reference) is accurate, factual and complete to the best of our knowledge and belief, and that the proposal is submitted in good faith upon express understanding that any false statements may result in the disqualification of our proposal.

The undersigned hereby agrees to furnish all labor, materials, supplies, supervision, equipment and other means as necessary to perform all the work and furnish all the materials in accordance with the Specifications at the proposed prices within the time constraints of Specifications:

Business Name: E.H. Wachs - A Division of ITW

Representative's Name (print): Manny Rumao

Representative's Signature: 

Title: General Manager

Complete Address: 600 Knightsbridge Parkway

Lincolnshire, IL. 60069

Affix Seal if Corporation:



MORRIS COUNTY MUA

Mandatory EEO Language

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 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 of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it

MORRIS COUNTY MUA

Mandatory EEO Language

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 targeted 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, race, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance.)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq

Business Name: E.H. Wachs - A Division of ITW

Representative's Name (print): Manny Rumao/General Manager

Representative's Signature:



Date: 01/21/2025

MORRIS COUNTY MUA

Affirmative Action Compliance Notice

EXHIBIT A

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

This form is a summary of the successful vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The respondent shall submit to the public agency, one of the following three documents as forms of evidence:

1. Letter of Federal Affirmative Action Plan Approval
2. Certificate of Employee Information Report
3. A photocopy of an Employee Information Report (AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The vendor must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

Business Name: E.H. Wachs - A Division of ITW

Representative's Name (print): Manny Rumao/General Manager

Representative's Signature:



Date: 01/21/2025

MORRIS COUNTY MUA

Affirmative Action Evidence

Sample Federal Letter of Approval

Attachment 5

U.S. Department of Labor

Employment Standards Administration
Office of Federal Control Compliance Programs
Newark Area Office
124 Evergreen Place, Fourth Floor
East Orange, NJ 07108



February 27, 20_

Dear

Our recent compliance review of your establishment's equal employment opportunity policies and practices was completed on February 27, 20_.

We found no apparent deficiencies or violations of Executive Order 11266, as amended, Section 503 of the Rehabilitation Act of 1973 or 38 USC 2012 (the Vietnam Era Veterans Readjustment Assistance Act). Accordingly, your establishment is deemed to be in compliance with these laws based on the material reviewed.

The Office of Federal Contract Compliance Programs sincerely appreciates the cooperation and courtesies extended by you and your staff during the conduct of the compliance review.

Sincerely,

Area Office Director.

MORRIS COUNTY MUA

Affirmative Action Evidence

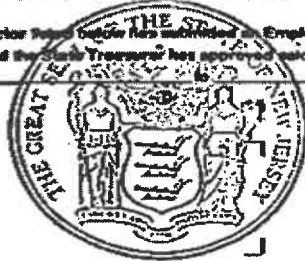
Attachment # 6

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification _____
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor filed before the _____ Employee Information Report pursuant to N.J.A.C. 17:27-5.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____ to _____.

VOID



Date Treasurer

VOID

MORRIS COUNTY MUA

Affirmative Action Evidence

Attachment 7

Form AA302
Rev. 11/11

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: http://www.state.nj.us/purchase/contract_compliance/pdf/aa302rns.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 36-1258310	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 99
4. COMPANY NAME E.H. Wachs		
5. STREET 600 Knightsbridge Parkway,	CITY Lincolnshire,	COUNTY Lake,
STATE IL.	ZIP CODE 60069	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Illinois Tool Works		7. ZIP CODE 60025
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 0		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY Blackwood	COUNTY Camden	STATE NJ
ZIP CODE 08012		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN											
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE						
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.		
Officials/ Managers	36	32	4	1	2	1	1	27							4
Professionals	21	20	1		3			17							1
Technicians	1	1						1							
Sales Workers	1	1						1							
Office & Clerical	2	1	1		1										1
Craftworkers (Skilled)	18	18			8			10							
Operatives (Semi-skilled)	17	16	1		6			10							1
Laborers (Unskilled)	3	1	2		1					1					1
Service Workers															
TOTAL	99	90	99	1	21	1	2	66		1					8
Total employment from previous report (if any)															
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.														

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 1/21/25 To: 1/21/25		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Ken Redding	SIGNATURE <i>Ken Redding</i>	TITLE Technical Sales Rep.	DATE MO DAY YEAR 01 21 2025
17. ADDRESS NO. & STREET 600 Knightsbridge Parkway,	CITY Lincolnshire,	COUNTY Lake,	STATE IL.
ZIP CODE 60069	PHONE (AREA CODE NO. EXTENSION) 847- 537 - 8800		

MORRIS COUNTY MUA

Employee Information Report Instructions – Form AA302

If you have a current Certificate of Employee Information Report, please submit with your Bid Proposal.

For forms or more information: www.state.nj.us/treasury/contract_compliance

MORRIS COUNTY MUA

Americans with Disabilities Act of 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. S12101 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 act 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, 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 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 must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings 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 the Agreement or otherwise at law.

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 the Agreement or otherwise at law.

Business Name (Print): E.H. Wachs - A Division of ITW

Representative's Name (Print): Manny Rumao

Representative's Title: General Manager

Representative's Signature: 

Phone: 847-537-8800

Date: 01/21/2025

MORRIS COUNTY MUA

New Jersey Anti-Discrimination

Pursuant to N.J.S.A. 10:2-1:

- 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 materials, 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 engaged 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 contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such 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 or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Business Name (Print): E.H. Wachs - A Division of ITW

Representative's Name (Print): Manny Rumao

Representative's Title: General Manager

Representative's Signature:



Phone: 847-537-8800

Date: 01/21/2025

MORRIS COUNTY MUA

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 to, and included with all bid and proposal submissions. Failure to submit the required information with the bid is cause for automatic rejection of the bid or proposal.

Name of Organization: E.H. Wachs - A Division of ITW

Organization Address: 600 Knightsbridge Parkway, Lincolnshire, IL. 60069

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	Address

MORRIS COUNTY MUA

Statement of Ownership Disclosure

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	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 **Morris County Municipal Utilities Authority** 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 **Morris County Municipal Utilities Authority** to notify the **Morris County Municipal Utilities Authority** 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 **Morris County Municipal Utilities Authority** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Manny Rumao	Title:	General Manager
Signature:		Date:	01/21/2025

Illinois Tool Works Inc.
Corporate Headquarters
155 Harlem Avenue
Glenview, Illinois 60025
Telephone 847.724.7500



CERTIFICATE OF INCUMBENCY

I, Irene E. Song, of 155 Harlem Avenue, Glenview, Illinois, 60025, being the Chief Governance Counsel & Assistant Secretary of ILLINOIS TOOL WORKS INC., a Delaware corporation (the "Company"), do hereby certify that Sharon Szafranski was elected Executive Vice President of said Company on January 1, 2020, and has continually held that office from that date to the present. I further certify that the signature affixed below is the true and genuine specimen of the signature of the aforesaid Sharon Szafranski. As Executive Vice President, Sharon Szafranski is authorized to act on behalf of the Company.

IN WITNESS WHEREOF, I have executed this Certificate this 28TH day of January 2025.

A handwritten signature in black ink, appearing to be 'Szafranski', written over a horizontal line. The signature is fluid and cursive.

Specimen signature of
Sharon Szafranski

A handwritten signature in blue ink, appearing to be 'Irene Song', written over a horizontal line. The signature is cursive and stylized.

Irene E. Song
Chief Governance Counsel &
Assistant Secretary

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Partnership or LLP

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me personally came

and _____ appeared

to me known, who, being by me duly sworn, did depose and say, that he is the:

_____ of the
(general partner or duly authorized representative)

firm of: _____

described in and which executed the foregoing instrument by and with the consent of all partners and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

Notary Public
_____ County, State

MORRIS COUNTY MUA

Acknowledgement of Contractor, if an Individual

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____ in the year 20____, before me personally
came and appeared

to me known, who, being by me duly sworn, did depose and say, that he is the person described in
and who executed the foregoing instrument and acknowledged to me that he executed the same.

(Seal)

Notary Public _____County, State

MORRIS COUNTY MUA

Acknowledgement of Contractor, if a Limited Liability Company

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____ in the year 20____, before me personally came

and _____ appeared

to me known, who, being by me duly sworn, did depose and say, that he is the:

_____ of the
(Managing Member of LLC or duly authorized representative)

firm of: _____

described in and which executed the foregoing instrument by and with the consent of all partners and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(Seal)

Notary Public
_____ County, State

Illinois Tool Works Inc.
Corporate Headquarters
155 Harlem Avenue
Glenview, Illinois 60025
Telephone 847.724.7500



POWER OF ATTORNEY

The undersigned, **ILLINOIS TOOL WORKS INC.**, a Delaware corporation, ("ITW") hereby appoints Manny Rumao, General Manager of E.H. Wachs, a division of Illinois Tool Works Inc., its attorney-in-fact, with full power of substitution, to represent the undersigned and execute and deliver on behalf of the undersigned any contracts related to the Bid Proposal for the Purchase of Water Valve Maintenance Trailer | File No. SCE-R8125.Y24 | MCMUA Contract No. 2024-W02 entered into by and between Morris County Municipal Utilities Authority and ITW (the "Contract") and any agreements and documents relating to the Contract or as required to carry out the purposes contemplated by the Contract.

This Power of Attorney shall relate solely to the Contract and any documents relating thereto, as stated herein, and shall expire at the close of business on January 31, 2027.

Dated this 28 day of January, 2025.

ILLINOIS TOOL WORKS INC.

By: 
Sharon Szafranski
Executive Vice President

State of Illinois)
) ss
County of Cook)

This instrument, was acknowledged before me this 28 day of January, 2025 by Sharon Szafranski as Executive Vice President of Illinois Tool Works Inc.


Notary Public



MORRIS COUNTY MUA

Certified Copy of Resolution of Board of Directors

(Name of Corporation)

RESOLVED that _____,

(Person Authorized to Sign)

(Title)

of _____ be authorized to sign and submit the Bid of this

(Name of Corporation)

Corporation for the following project:

BID#2024-W02 PURCHASE OF WATER VALVE MAINTENANCE TRAILER

The foregoing is a true and correct copy of the Resolution adopted by

_____ at a meeting of its Board of Directors

held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

This form must be completed if the Bidder is a Corporation.

MORRIS COUNTY MUA

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, the Morris County Municipal Utilities Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/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 the Treasury.

Prior to contract award or authorization, the contractor shall provide the Morris County Municipal Utilities Authority with its proof of business registration and that of any named subcontractor(s).

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 Morris County Municipal Utilities Authority prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

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 Morris County Municipal Utilities Authority a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the 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 into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.


Before final payment is made under the contract, the contractor shall submit to the Morris County Municipal Utilities Authority a complete and accurate list of all subcontractors used and their addresses.

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 contracting agency.

MORRIS COUNTY MUA

State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 212 TRENTON, NJ 08646-0212
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107300	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM BR-C(02-01)	Acting Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	2004E014112823533



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: ILLINOIS TOOL WORKS INC.
Trade Name: E.H. WACHS
Address: 600 KNIGHTSBRIDGE PKWY
LINCOLNSHIRE, IL 60069-6006
Certificate Number: 2218851
Effective Date: March 23, 2018
Date of Issuance: March 26, 2018

For Office Use Only:
20180326125104549

MORRIS COUNTY MUA

Pay to Play Advisory

PAY TO PLAY ADVISORY

Disclosure Requirement

**P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials MR

MORRIS COUNTY MUA

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus


Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law 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.)

	01/21/2025
Signature of Vendor's Authorized Representative	Date
Manny Rumao/General Manager	36-1258310
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
E.H. Wachs - A Division of ITW	847-537-8800
Vendor's Name	Vendor's Phone Number
600 Knightsbridge Parkway	847-520-1147
Vendor's Address (Street Address)	Vendor's Fax Number
Lincolnshire, IL. 60069	manny.rumao@ehwachs.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ 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).

MORRIS COUNTY MUA

Disclosure of Investment Activities in Iran

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed for which I am authorized to bid/renew:

Bidder/Offeror: E.H. Wachs - A Division of ITW

- is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Town/ Township/ Borough/Government Agency is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the MCMUA to notify the MCMUA in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Morris County Municipal Utilities Authority, New Jersey and that the MCMUA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Manny Rumao Signature: 

Title: General Manager Date: 01/21/2025

MORRIS COUNTY MUA

Non-Collusion Affidavit

STATE OF NEW JERSEY

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am General Manager

of the firm of E.H. Wachs - A Division of ITW

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; 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 said proposal and this affidavit are true, correct, and made with full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Proposals 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.

Signature of Representative: _____

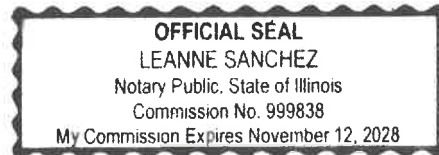


Subscribed and sworn to before me this 21st day of January, 2025

Print Name of Affiant: Manny Rumao

Notary Public of State of Illinois

My commission expires November 12th, 2028



MORRIS COUNTY MUA

Affidavit of Non-Debarred Status

AFFIDAVIT OF NON-DEBARRED STATUS

Illinois

STATE OF NEW JERSEY)
) SS:
COUNTY OF Lake)

I, Manny Rumao of the City/Town of

Lincolnshire, in the County of Lake

and the State of Illinois, of full age, being duly sworn according to law on my oath depose and say that:

I am Manny Rumao, a General Manager
(Name) (Title, Position, etc.)

of E.H. Wachs - A Division of ITW, the Bidder
(Name of Firm, Company or Corporation)

making the Bid for the Morris County Municipal Utilities Authority and that I executed the said Bid with full authority so to do; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and all statements contained in said Bid and in this affidavit are true and correct and made with the full knowledge that the Morris County Municipal Utilities Authority relies upon the truth of the statements contained in said Bid and in the Statements contained in this affidavit in awarding Contract for said project.

The undersigned further warrants that should the name of the firm, company or corporation making this Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of the Contract, including the Guarantee Period, that the Morris County Municipal Utilities Authority shall be immediately so notified by the signatory to this Eligibility Affidavit.

The undersigned understands that the firm, company or corporation making the Bid as a CONTRACTOR is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the CONTRACTOR, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

[Signature]
(Signature of Bidder)

Manny Rumao/General Manager

(Printed or Typed Name & Title of Bidder)

600 Knightsbridge Parkway, Lincolnshire, IL. 60069

(Address of Bidder)

(Seal if Corporation)



MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

Solicitation Number: <u>2024-W02</u>	Solicitation Title: <u>Water Valve Maintenance Trailer</u>
Bidder's Name and Address:	
Name	<u>E.H. Wachs - A Division of ITW</u>
Address	<u>600 Knightsbridge Parkway</u>
City	<u>Lincolnshire</u> State <u>IL.</u> Zip Code <u>60069</u>

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:


(Signature)

General Manager
(Title)

01/21/2025
(Date)

MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to Morris County Municipal Utilities Authority upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the Authority will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

MORRIS COUNTY MUA

Bid Security Statement

This Bid is accompanied by bid security either in the form of a certified check on the

_____ Bank of _____

in the amount of _____

Dollars or a Bid Bond in the amount of _____

Dollars guaranteed by the undersigned as Bidder and _____

as Surety. This Bid is also accompanied by a Consent of Surety for Performance and Payment Bond in accordance with the conditions in the Bid Documents.

The Bidder hereby agrees that if this Bid shall be accepted by the MCMUA and the Bidder fails to execute and deliver the Contract and Contract bonds in accordance with the terms of this Bid and the requirements of the foregoing Information for Bidders and Requirements of Bid, then the Bidder shall be deemed to have abandoned the Contract and forfeited the bid security and there-upon the Bid and its acceptance shall be null and void.

(Name of Firm or Individual)

(Title)

(Signature)

(Date)

Subscribed and sworn to before me this

_____ day of _____, 20_____

Notary Public of

My Commission expires _____, 20_____

MORRIS COUNTY MUA

Bond No. 86453-Travelers-25-1

Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, E.H. Wachs
Hereinafter called the Principal, as Principal, and the Travelers Casualty and
Surety Company of America of One Tower Square, Hartford, CT 06183
a corporation duly organized
under the laws of the State of Connecticut, hereinafter called the Surety, as Surety are held and
firmly bound unto Morris County Municipal Utilities Authority hereinafter called the Obligee, in the
sum of Ten Percent of Amount Bid Not to Exceed \$20,000 Dollars, (\$10% NTE \$20,000) for the payment of
which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for Bid #2024-W02 Purchase of Water Valve Maintenance Trailer

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a
Contract with the Obligee in accordance with the terms of such bid and give bond or bonds as may be
specified in the Bid Documents with good and sufficient surety for the faithful performance of such
Contract and the prompt payment of labor and material furnished in the prosecution thereof, then this
obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 22nd day of January, 20 25. In the presence of:

E.H. Wachs (Principal) (Signature) (SEAL)

GENERAL MANAGER (Title)

(Witness) (Signature)

Travelers Casualty and Surety Company of America (SEAL) (Surety)

(Signature) (SEAL) (Title) Sandra L. Ham, Attorney-In-Fact

(Witness) JoAnn R. Frank (Signature)



MORRIS COUNTY MUA

Performance Bond & Payment

BOND NUMBER _____

KNOW ALL MEN/WOMEN BY THESE PRESENTS,

That we, the undersigned, _____

_____ as Principal, and _____, a

corporation of the State of _____ and

authorized to do business in the State of New Jersey, as Surety, are hereby held and firmly bound unto

_____ as Obligee, in the penal sum of _____

dollars \$ _____ (equal to the

annual value of the Contract as set forth in the Notice to Proceed) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named

Principal did on the _____ day of _____, 20____, enter a contract with _____,

which contract is made part of this bond the same as though set forth herein:

MORRIS COUNTY MUA

Performance Bond & Payment

NOW, if the said principal shall well and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions of additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anyway effect the obligation of said Surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

This bond is given in compliance of the requirements of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised statutes of the State of New Jersey, N.J.S.A. 2A:44-143 to 2A: 44-147, both inclusive and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____

day of _____, 20_____.

(SEAL)

(Surety) _____
(SEAL)

(Attorney-in-fact)

Consent of Surety

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the preceding estimate and Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, and shall provide a one year performance bond in the amount equal to 100% of the contract amount, prior to the execution of the contract. The Contractor shall also execute thereafter a bond as party of the third part thereto when required to do so by Owner.

In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 22nd day of January, 2025

(A corporate acknowledgment and statement of authority to be hereto attached by the surety company)

Travelers Casualty and Surety Company of America

By Sandra L. Ham
Surety Company Sandra L. Ham
Attorney-in-Fact

Attest:

Jo Ann R. Frank
JoAnn R. Frank, Witness

MORRIS COUNTY MUA

Surety Acknowledgement

STATE OF Missouri)
) SS:
COUNTY OF St. Louis)

On this 22nd day of January in the year 2025 before me personally came
Sandra L. Ham to me known, who being by me duly sworn, did depose

and say, that he resides in St. Louis, MO,

that he is the Attorney-In-Fact of Travelers Casualty and Surety Company of America,

the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed

by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

Sarah E. Runser
(Seal) Sarah E. Runser



CONTRACTOR ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

On this 23RD. day of JANUARY in the year 2025, before me personally
came MANNY RUMAO to me known, who being by me duly

sworn, did depose and say, that he resides in LINCOLNSHIRE, IL.; that he is the

GENERAL MANAGER of E.H. WACHS - A DIVISION OF ITW the

Corporation described in and which executed the foregoing instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto in like order.

(Seal)

[Signature]



SURETY DISCLOSURE STATEMENT AND CERTIFICATION

pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

The Travelers Indemnity Company, St. Paul Fire and Marine Insurance Company, Travelers Casualty and Surety Company, United States Fidelity and Guaranty Company, The Standard Fire Insurance Company, Travelers Casualty Insurance Company of America, Farmington Casualty Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Guardian Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company of America, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) Each surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2021** (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified by **KPMG LLP**, located at One Financial Plaza, Hartford, CT 06103-4103, in the Annual Audited Combined Financial Statements for the first eleven (11) companies below, and on a Stand-alone Annual Audited Financial Statement for the twelfth (12th) company below, all on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
The Travelers Indemnity Company	\$ 10,790,700	\$ 7,329,631,885
St. Paul Fire and Marine Insurance Company	\$ 20,000,000	\$ 6,622,630,405
Travelers Casualty and Surety Company	\$ 25,000,000	\$ 7,829,970,720
United States Fidelity and Guaranty Company	\$ 35,214,075	\$ 882,045,585
The Standard Fire Insurance Company	\$ 5,000,000	\$ 1,384,849,805
Travelers Casualty Insurance Company of America	\$ 6,000,000	\$ 561,804,244
Farmington Casualty Company	\$ 6,000,000	\$ 289,822,423
St. Paul Mercury Insurance Company	\$ 4,230,000	\$ 113,866,199
Fidelity and Guaranty Insurance Underwriters, Inc.	\$13,434,900	\$ 91,712,681
St. Paul Guardian Insurance Company	\$ 4,200,000	\$ 22,784,154
Fidelity and Guaranty Insurance Company	\$ 5,000,000	\$ 18,835,835
Travelers Casualty and Surety Company of America	\$ 6,480,000	\$ 2,118,461,638

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established therein on **July 1, 2022** (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
Travelers Indemnity Company	732,963,000
St Paul Fire and Marine Insurance Co	534,848,000
Travelers Casualty and Surety Co	782,997,000
United States Fidelity and Guaranty Co	88,205,000
Standard Fire Insurance Company	138,485,000
Travelers Casualty Insurance Co of America	56,180,000
Farmington Casualty Co	28,982,000
St Paul Mercury Insurance Co	11,387,000
Fidelity and Guaranty Insurance Underwriters, Inc	9,171,000
St Paul Guardian Insurance Co	2,278,000
Fidelity and Guaranty Insurance Company	1,884,000
Travelers Casualty & Surety Co of America	211,846,000

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 5 below exceeds the total underwriting limitation of all sureties on the bond as set forth in Item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
------------------	----------------	---------------

The amount of the bond indicated under Item 5 below *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above.

and;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 4(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, **Eric B. Bruder**, as Chief Financial Officer, Bond & Specialty Insurance for the companies herein listed, corporations domiciled in Connecticut, Iowa, and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Eric B. Bruder
(Print name of certifying agent/officer)

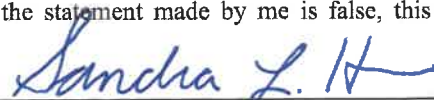
Vice President, Finance
Chief Financial Officer, Bond & Specialty Insurance
(Title of certifying agent/officer)

Date: August 16, 2022

- 5) The amount of the bond to which the statement and certification is attached is \$ 10% NTE \$20,000.00, which *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above

CERTIFICATE

I, Sandra L. Ham (name of agent), as Attorney-in-Fact (title of agent) for the companies herein listed, corporations domiciled in Connecticut, Iowa, and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statement made by me is true, and ACKNOWLEDGE that, if the statement made by me is false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Sandra L. Ham
(Print name of certifying agent/officer)

Attorney-in-Fact
(Title of certifying agent/officer)

Date: January 22, 2025

TRAVELERS



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sandra L. Ham of St. Louis, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

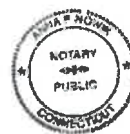
City of Hartford ss.

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of January, 2025.



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2023

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 5,104,395,801	LOSSES	\$ 1,495,036,900
STOCKS	119,333,643	LOSS ADJUSTMENT EXPENSES	146,791,770
CASH AND INVESTED CASH	30,541,608	COMMISSIONS	55,734,579
OTHER INVESTED ASSETS	8,355,939	OTHER EXPENSES	55,546,499
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	13,350,613	TAXES, LICENSES AND FEES	15,857,431
INVESTMENT INCOME DUE AND ACCRUED	43,617,243	CURRENT FEDERAL AND FOREIGN INCOME TAXES	5,300,838
PREMIUM BALANCES	325,304,977	UNEARNED PREMIUMS	1,515,112,686
REINSURANCE RECOVERABLE	27,997,684	ADVANCE PREMIUM	4,091,249
NET DEFERRED TAX ASSET	72,421,341	POLICYHOLDER DIVIDENDS	21,388,522
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,798,901	CEDED REINSURANCE NET PREMIUMS PAYABLE	62,914,516
OTHER ASSETS	818,309	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	21,072,858
		REMITTANCES AND ITEMS NOT ALLOCATED	7,201,721
		PROVISION FOR REINSURANCE	9,891,783
		PAYABLE FOR SECURITIES LENDING	13,350,613
		OTHER ACCRUED EXPENSES AND LIABILITIES	409,380
		TOTAL LIABILITIES	\$ 3,429,701,342
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,877,950,956
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,318,234,716
TOTAL ASSETS	\$ 5,747,936,058	TOTAL LIABILITIES & SURPLUS	\$ 5,747,936,058

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

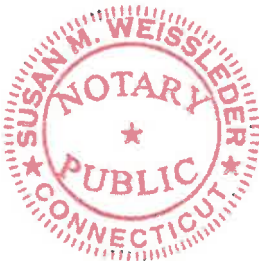
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT – FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2023.

Michael J. Doody
 VICE PRESIDENT – FINANCE

Susan M. Weissleder
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15TH DAY OF MARCH, 2024

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2027



MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

_____, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20__ (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of

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Surety Disclosure Statement and Certificate

(date on which such limitation was so established is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is \$_____.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (1) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

_____ ; and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L.1993, c.243 (c.17:513-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

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Surety Disclosure Statement and Certificate

CERTIFICATE

**(to be completed by an authorized certifying agent
for each surety on the bond)**

I _____, as _____ for
(Name of Agent) (Title of Agent)

_____ a corporation/mutual insurance company/other (indicating
(Name of Surety)

type of business organization) (circle one) domiciled in _____, DO
(State of Domicile)

HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true

and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.

(Signature of Certifying Agent)

(Printed Name of Certifying Agent)

(Title of Certifying Agent)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Illinois Tool Works</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>EH Wachs</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions)</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>600 Knightsbridge Pkwy</p> <p>6 City, state, and ZIP code</p> <p>Lincolnshire, IL 60069</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
3	6	-	1	2	5	8	3	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Julia Wachs, Controller</i>	Date <i>1/8/25</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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W-9

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

^a Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ^a _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ^a _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): _____

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										Employer identification number										

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person^a

Date^a

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to

www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number

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(ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

J—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

MORRIS COUNTY MUA

Contract Agreement

THIS AGREEMENT made and entered into this day of , 2025

BETWEEN:

MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY,

a municipal corporation of the State of New Jersey, with offices located at 214A Center Grove Rd. Randolph, New Jersey, party of the first part, and hereinafter designated as the “MCMUA”, and:

Vendor Name
Address

hereinafter designated as the “CONTRACTOR”

WHEREAS, the QPA of the MCMUA duly advertised for Bid Proposals for furnishing the following:

2024-W02 PURCHASE OF WATER VALVE MAINTENANCE TRAILER

WHEREAS, MCMUA has accepted the bid of the contractor and authorized the execution of this Agreement as cited below.

NOW THEREFORE THE CONTRACTOR AND THE MCMUA, in consideration of the mutual covenants herein, **DO HEREBY AGREE AND CONTRACT** as follows:

I. COVENANTS AND REPRESENTATIONS OF AUTHORITY

- Authority represents, warrants and covenants to and with the Contractor as follows:
Authority is duly organized and existing in good standing under the laws of the State of New Jersey and has the power, authority and legal right, to enter into and perform the obligations set forth in the Contract.

The execution, delivery and performance of this Contract (a) has been duly authorized by the governing body of the Authority, (b) does not require any consent, approval or referendum of voters, and (c) will not violate any judgment, order, law or regulation applicable to Authority or any provisions of Authority’s charter, ordinances or resolutions.

The execution of this Contract, and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of Authority or any agreement, indenture, mortgage, trust, contract, instrument of Applicable Laws to which Authority is a party or by which Authority is bound. This Contract has been duly executed and delivered and, as of the Contract Date, constitutes a legal, valid and binding obligation of Authority, enforceable in accordance with its terms, except to the extent that the enforcement thereof is limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditor’s rights generally and the application of general principles of equity.

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There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, threatened against the Authority, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by Authority of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other Contract or instrument entered into by Authority in connection with the transactions contemplated hereby.

II. CONTRACT ADMINISTRATION

- **Contract Documents**

The Contract documents shall consist of the Information to Bidders, General Information, Technical Specifications, Bid documents, Contract, Price Proposal Table, any drawings, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

- **Joint Venture Contract**

In the event the contractor is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request or any communication required to be or that may be given by the Owner to the Contractor under this contract, shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons. Any notice, request or other communication given by any one of such persons to the Owner under this contract shall be deemed to have been given by and shall bind all persons being the Contractor.

- **Term of Contract**

The term of contract shall commence upon receipt of the Notice to Proceed by the CONTRACTOR provided by the OWNER for the term of one (1) year with an option for two (2) one (1) year extensions to be exercisable at the sole discretion of the MCMUA. The MCMUA will provide written notice prior to the expiration of the first year term if it exercises its option to extend this contract. Prices to be paid to the contractor for the extension term will be based on the price proposal for year one, as adjusted not to exceed the change in the index rate for the 12 months preceding the most recently quarterly calculation available at the time the contract is renewed, in accordance with Local Public Contracts Law (N.J.S.A. 40A:11-1 et. seq.).

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned Work.

It is also agreed and understood that the acceptance of the final payment by the

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Contractor shall be considered as a release in full of all claims against the MCMUA, or any of its officers, employees, agents and servants arising out of, or by reason of, the work done and materials furnished under this Contract.

If the Contractor shall fail to comply with any of the terms, conditions or stipulations of this Contract according to the true intent and meaning thereof, then the Owner may avail itself of any and all remedies provided in the Contract, and at law, and shall have the right and power to proceed in accordance with the provisions thereof.

In consideration of the premises, the MCMUA hereby agrees to pay to the Contractor for the said Work, payments to be made at the unit prices specified in the Contractor's Proposal, as provided in the specifications and upon presentation of the proper certificates to the MCMUA and upon the terms set forth in the Specifications. It is understood that the amount to be paid shall be based on the said unit prices contained in said Proposal and made a part of this Contract, for the work actually done.

- Applicable Law and jurisdiction

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

- Contract amendment

Except as provided herein, the contract may only be amended by written agreement of the MCMUA and the contractor.

- Maintenance of records

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the Bid. Such records shall be made available to the MCMUA, including the Comptroller of the State of New Jersey, for audit and review.

- Price fluctuation during contract

All increases in labor rates and material costs that may develop during the performance of the work contemplated by this contract shall be assumed by the Contractor.

III. INSURANCE & INDEMNIFICATION

- Certificate of Insurance

The contractor shall provide Certificates of the Required Insurance as listed along with the

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contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the MCMUA and the County of Morris as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate. This insurance shall be maintained in force during the life of this contract.

The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the MCMUA and the County of Morris with insurance companies with an AM Best Rating of A- or better and licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the MCMUA and the County of Morris. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to the Purchasing Agent of the MCMUA and the County of Morris by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the MCMUA and the County of Morris, prior to the commencement of the project. All Certificates of Insurance shall state that the "MCMUA and the County of Morris is an additional insured" for this contract.

- The Contractor must furnish, attached to Certificate of Insurance on your agent's/broker's letterhead, a letter signed by a properly authorized representative of its insurer, agent, or broker which includes the following language.

To The MCMUA & The County of Morris,

We have reviewed the insurance requirements in your Contract Documents for the Purchase of Water Valve Maintenance Trailer, in response to which the attached insurance certificate has been provided. We certify that the insurance evidenced by the attached certificate meets all the requirements, and should our client be awarded the contract for the Purchase of a Water Valve Maintenance Trailer located in Randolph, New Jersey, we shall also provide to the County of Morris, the required endorsements for additional insured, site specific limits of liability, and general aggregate limit, certified as being approved and authorized for issue by the insurance company(s) providing insurance for (name of Contractor).

- **INSURANCE REQUIREMENTS**

- **Worker's Compensation and Employer's Liability Insurance**

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability One Million (\$1,000,000).

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- General Liability Insurance

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$5,000,000 each claim and a \$10,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

- Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$5,000,000 any one person and \$5,000,000 any one accident for bodily injury and \$5,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

- Excess Liability

The Contractor shall be required to carry an excess liability policy with limits of liability of not less than \$1,000,000. This must be excess of all primary liability contracts. When the required underlying limits of the excess carrier are less than those required by these specifications, the lower underlying limits will be acceptable, providing the total aggregate limit of liability is at \$10,000,000. The County of Morris and MCMUA shall be added as an "additional insured".

- Subcontractors

All Subcontractors must show evidence of insurance as required by this article.

- Additional Insurance Requirements

All policies and Certificates of Insurance shall be approved by the County of Morris, Division of Management prior to the inception of any work and shall contain the following:

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- Insurers shall have no right of recovery or subrogation against the MCMUA and the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
- Any an all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
- The insurance companies issuing the policy or policies shall have no recourse against the MCMUA and the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
- The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
- The Contractor shall assume all responsibility to save the MCMUA and the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- This insurance does not cover any tools owned by mechanics, and tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor, or any temporary buildings or other structures erected for the use of the Contractors. The Contractors shall be responsible for all loss of materials by theft or vandalism and malicious mischief.
- All Certificates of Insurance shall state that the MCMUA and the County of Morris is carried as "an additional insured" for the purposes of the contract, and shall include Form CG 2010 and CG 2037 or its equivalent as determined solely by the Morris County Risk Manager. Blanket endorsement are not acceptable.
- Certificate holder must reflect MCMUA & The County of Morris 214A Center Grove Rd. Randolph, NJ 07869.

If any of the above insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met, or at the option of the MCMUA they may pay the Renewal Premium and withhold such payments from monies due to the Contractor.

If at any time any of the foregoing policies shall be or become unsatisfactory to the County of Morris and MCMUA as to the form and substance, or if a company issuing any such policy shall be or become unsatisfactory to the County of Morris and MCMUA, the Contractor shall upon notice to that effect from the County of Morris and MCMUA, promptly obtain a new policy, submit same to the Purchasing Agent of the County of Morris and MCMUA, for approval, and submit a Certificate of Insurance thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the County of Morris and MCMUA, may be forthwith declared suspended, discontinued or terminated.

Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under the contract nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

- Indemnification

The Contractor shall indemnify and hold harmless the MCMUA, County of Morris, the Board of

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Chosen Freeholders, their employees, agents, and servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees including attorneys' fees or other expenses or liabilities including the investigation and defense of any claims, arising out of or resulting from the performance of the Contractor's work or the completed operations provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of the use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable (including a claim by an employee of the Contractor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the MCMUA, County of Morris, the Board of Chosen Freeholders, their employees, agents and servants by any employees of the Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

- **Covenant Not to Sue**

Contractor covenants not to sue and agrees to waive any and all rights or claims it may have now or in the future against the Authority and the County including those claims that arise pursuant to any applicable present and future remedial laws of any Governmental Body relating to or arising from the Disposal of County Solid Waste pursuant to this Contract and resulting from the existence or alleged existence of Hazardous Waste upon, about or beneath the Disposal Facilities, or migrating or threatening to migrate to or from the Disposal Facilities.

Contractor agrees to hold the Authority and the County harmless and further to indemnify the Authority and the County for any and all liabilities, claims, penalties, damages, forfeitures, suits and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney fees) arising from said remedial laws, relating to or arising from the Disposal of County Solid Waste pursuant to this Contract and resulting from the existence or alleged existence of Hazardous Waste upon, about or beneath the Disposal Facilities, or migrating or threatening to migrate to or from the Disposal Facilities, whether said actions are commenced by Contractor or third parties.

- **Claims**

In the event that claims in excess of insured amounts provided herein, are filed by reason of any operations under this contract, the amount in excess of such claims, or any portion thereof, may be withheld from payment due or to become due to the Contractor until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the County of Morris and MCMUA.

- **Authority's Claims**

In the event that Authority desires to make a claim against Contractor for Indemnification, the Authority shall provide ten (10) days prior written notice to Contractor of its intent to institute any

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action, suit or proceeding. Authority shall, at the time of giving such notice, if Contractor shall agree that it has responsibility to indemnify the Authority, provide Contractor full authority to defend, adjust, compromise or settle the action, suit, proceeding or demand with respect to which such notice shall have been given, in the name of Authority or otherwise as Contractor shall elect; provided however, that Authority may, at its own expense, retain such additional attorneys as it may deem necessary, which attorneys shall be permitted by Contractor and its attorneys to observe and participate in all aspects of the defense of such action, subject to maintaining any attorney/client privilege under Applicable Laws. Contractor shall have the right, after consultation with Authority, to resolve and settle any such claims or actions which result only in the payment of money damages by Contractor, unless Authority determines, in its sole discretion, that such settlement would not be in its best interest, in which event Authority may, at its own expense, defend such claims or disputes and shall promptly release and indemnify Contractor from any and all liability with respect thereto, provided Contractor shall tender to Authority the sums Contractor would have paid in settlement thereof.

- Contractor's Claims

In the event that Contractor desires to make a claim against Authority, Contractor shall provide ten (10) days prior written notice to Authority of its intent to institute any action, suit or proceeding for indemnification. Contractor shall, at the time of giving such notice, if Authority shall agree that it has responsibility to indemnify the Contractor, provide Authority full authority to defend, adjust, compromise or settle the action, suite, proceeding or demand with respect to which such notice shall have been given, in the name of Contractor or otherwise as Authority shall elect; provided however, that Contractor may, at its own expense, retain such additional attorneys as it may deem necessary, which attorneys shall be permitted by Authority and its attorneys to observe and participate in all aspects of defense of such action, subject to maintaining any attorney/client privilege under Applicable Laws. Authority shall have the right, after consultation with Contractor to resolve and settle any such claims or actions which result only in the payment of money damages by Authority unless Contractor, in its sole discretion, determines that such settlement would not be in its best interests, in which event Contractor may, at its own expense, defend such claims or disputes and shall promptly release Authority from any and all liability with respect thereto provided Authority shall tender to Contractor the sums Authority have paid in settlement thereof.

IV. STATUTORY AND OTHER REQUIREMENTS

- Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise and such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be amended in writing to make such insertion or correction.
- The Work shall be performed in accordance and compliance with all Applicable Laws as well as these Bid Documents. The Contractor shall be solely and completely responsible for conditions in, on or near the host agency, including the safety of all persons and property affected directly or indirectly by Contractor's operations during the performance of the Work. This requirement shall apply at all times and shall not be limited to only normal working hours.

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- MCMUA has the right to observe the Work performed pursuant to the Contract, at any time. Should the MCMUA exercise this right, it shall not be deemed to be a review of the adequacy of the Contractor's safety measures, in, on or near the host agency.
- The Contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give the MCMUA prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the MCMUA, he will bear all costs arising there from.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

- Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq.* & *N.J.A.C 17:27*. Procurement, Professional and Service Contracts

All successful Prospective bidders must submit, upon award of the contract or the receipt of the contract, one of the following:

- A photocopy of a valid letter for an approved Federal Affirmative Action Plan, or
- A photocopy of an approved Certificate of Employee Information Report, or
- If the vendor has none of the above, the public agency is required to provide the vendor with an initial Affirmative Action Employee Information Report (AA-302).

- Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold the MCMUA harmless.

- Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or

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partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

- The New Jersey Worker & Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Safety Data Sheets (SDS) must be furnished.

- Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

- Safety & Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- Other Related Statutes

- TITLE 40A, Chapter 11, Local Public Contract Law.
- TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of the maximum working day.
- TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of All Liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied through the receipt of the final payment.

- New Jersey Business Registration Certification

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N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration **prior to award of the contract**. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-2929.

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall obtain and provide the owner the BRC of subcontractors knowingly used on this contract.
- 2) The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the contract.
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

Failure to submit the BRC with the bid is NOT a cause for rejection. If it is not provided prior to execution of a contract the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000

- New Jersey Anti-Discrimination

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all the anti-discrimination laws, including but not limited to N.J.S.A 10:2-1 as included in this packet.

- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission. The Business Entity Annual Statement (Form BE) and filing instructions can be found at www.elec.state.nj.us.

- Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits state and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors in Iran. Prospective bidders must indicate if they comply with the law by certifying the form Pursuant to N.J.S.A. 40A:11-2.1 the

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owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

- Certification of Non-Involvement in Prohibited Activities in Russia & Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law 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.

An updated certification is required at the time of contract extension.

- Social Security Act

The Contractor shall be and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contribution or taxes for Social Security; Unemployment Insurance, or old age Retirement Benefits, Pensions or Annuities now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said Contractor also agrees to indemnify and save harmless the County of Morris and MCMUA from any such contributions or taxes or liability thereof.

V. DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent the MCMUA from seeking injunctive or declaratory relief in court at any time.

- All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where the MCMUA, its engineer or architect, or its administrative authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section
- Prior to litigation, the MCMUA and contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the

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Contract and with the American Arbitration Association, with a copy to the Administrator, Engineer or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.

- In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by the MCMUA, its engineer, architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.
- Nothing herein shall be construed to prevent the MCMUA and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation.
- This Dispute resolution procedure shall not prevent the MCMUA from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof.

VI. TERMINATION OF CONTRACT

- If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, the MCMUA shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the MCMUA of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- Notwithstanding the above, the contractor shall not be relieved of liability to the MCMUA for damages sustained by the MCMUA by virtue of any breach of the contract by the contractor and the MCMUA may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the MCMUA from the contractor is determined.
- The contractor agrees to indemnify and hold the MCMUA harmless from any liability to subcontractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the MCMUA under this provision.
- In case of default by the successful bidder, the MCMUA may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- The MCMUA shall have the right to declare the Contract in default in any of the following eventualities:
 - The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
 - The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.

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- The Contractor fails to commence work when notified to do so by the MCMUA.
- The Contractor shall abandon the work.
- The Contractor shall refuse to proceed with the work when and as directed by the MCMUA.
- The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the MCMUA, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently to increase such working force when ordered to do so by the MCMUA.
- The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
- A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
- The MCMUA shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of necessary subcontractors, or the placing of necessary material and equipment orders.
- The MCMUA shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.

Before the MCMUA shall exercise its right to declare the Contractor in default by reason of the conditions set forth above, the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice signed by the Qualified Purchasing Agent, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The MCMUA, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as the MCMUA shall deem advisable, utilizing for such purposes any of the Contractor's or Subcontractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, the MCMUA shall certify the expense incurred in such completion, which shall include the cost of relating as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount

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thereof.

The expense of such completion, as so certified by the MCMUA shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by the MCMUA, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the MCMUA upon demand.

- Breach of Warranties or Covenants by Contractor

If at any time during the Term of this Contract, the Contractor shall breach any material obligations herein, or any covenant or warranty made by it herein, or any representation made by Contractor herein shall be (or prove to be) false in any material respect, then, upon Authority's providing written notice thereof to Contractor, Contractor shall proceed with due diligence and dispatch to take all such actions as shall reasonably be required to cure such breach and Contractor shall continue to take all such actions until such breach is cured.

Any one or more of the following shall constitute an "Event of Default by Contractor" hereunder:

- Failure by Contractor within sixty (60) days of the occurrence of any event described above to cure such breach, provided however that, as long as Contractor is diligently pursuing such cure and if, in the reasonable judgment of the Authority, there is a reasonable likelihood that such breach shall be cured within a period not exceeding one hundred twenty (120) days, failure to cure such breach within sixty (60) days shall not constitute an Event or Default; or
- Any Act of Bankruptcy on the part of Contractor has occurred.

- Remedies of Authority

Contractor and Authority agree that the sole remedies for the occurrence of an Event of Default hereof shall be, at the option of Authority, either a suit seeking specific performance by Contractor of the provisions of the Contract and this Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance; or termination of this Contract.

- Breach of Warranties or Covenants by Authority

In the event that Authority shall breach any material obligation herein, or any covenant or warranty made by it herein, or if at any time any representation made by Authority herein shall be or prove to be false in any material respect then, upon Contractor's providing written notice thereof to Authority, Authority shall proceed with due diligence and dispatch to take all such actions as shall reasonably be required to cure such breach and Authority shall continue to take all such actions until such breach is cured.

One or more of the following shall constitute an "Event of Default by Authority" hereunder:

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- Failure by Authority within sixty (60) days of the occurrence of said breach to cure such breach, it being agreed that as long as Authority is diligently pursuing such cure and if, in the reasonable judgment of the Contractor, there is a reasonable likelihood that such breach shall be cured within a period not exceeding one hundred and twenty (120) days, such shall not be considered to be an Event of Default by Authority;
- Failure by Authority to make payment of all or any portion of the payments stated herein;

- Remedies of Contractor

Contractor and Authority agree that the sole remedy for an Event of Default by Authority - Failure by Authority within sixty (60) days of the occurrence of said breach to cure such breach shall be limited to a suit seeking specific performance by Authority of the provisions of this Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance. Each Party hereto agrees, with respect to actions brought by Contractor, that the award of damages at law is not an adequate remedy for the occurrence of an Event of Default by Authority.

Contractor and Authority agree that the remedies for the occurrence of an Event of Default by Authority - Failure by Authority to make payment of all or any portion of the payments shall be, at the option of the Contractor, upon twenty-four (24) hours prior written notice, either a suit seeking specific performance by Contractor of the provisions of the Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance, and, during the pendency of such suit, refusal to collect Household Hazardous Waste or termination of this Contract.

The remedies provided above shall not be subject to dispute resolution.

- Non-waiver

No delay or omission to exercise any right or power accruing upon the occurrence of any Event or Default by either Party shall impair any such right or power or shall be construed to be a waiver of any such Event of Default by either Party or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient by the non-breaching Party in its sole discretion.

No waiver of the occurrence of any Event of Default by either Party hereunder, whether by Contractor or Authority, shall extend to or shall affect any subsequent Event of Default by either Party or shall impair any rights or remedies consequent thereto.

- Uncontrollable Circumstance Not a Breach or an Event of Default

The non-performance by either Contractor or Authority of any obligations provided under the terms of this Contract which non-performance arises from or is caused by the occurrence of an Uncontrollable Circumstance shall not be deemed to be a breach or an Event of Default by either Party.

- Uncontrollable Circumstances – Effect on Obligation

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Upon the occurrence of an Uncontrollable Circumstance, which occurrence prevents Contractor or Authority from performing all or a portion of its obligations under the terms of this Contract, Contractor or Authority, as the case may be, shall, except as otherwise stated in the Technical Specifications; "Payment", be relieved (to the extent that the occurrence of such Uncontrollable Circumstance shall prevent such performance) from performance of its obligations hereunder, and shall diligently endeavor to eliminate the cause of the Uncontrollable Circumstance and Contractor shall use all reasonable efforts to perform its obligations in accordance with the terms of this Contract, and use all reasonable efforts to reduce its operating and maintenance expenses, consistent with its contractual and long-term operating and maintenance requirements and the Unit Charge shall be decreased to the extent of such reduction.

- Notice of Uncontrollable Circumstances

Definition of Triggering Event; Notice of Triggering Event; First Notice. If, due to the occurrence of an Uncontrollable Circumstance, the Contractor is unable to perform its obligations in accordance with the terms of this Contract, Contractor shall notify Authority within twenty-four (24) hours of the occurrence of the event (the "First Notice").

Determination of Effect of Uncontrollable Circumstance; Second Notice. Contractor shall determine, as promptly as possible (but not to exceed sixty (60) days from the date on which the First Notice was given) whether or not any remedial action can be taken so that Contractor can perform its obligations in accordance with the terms of this Contract. Contractor shall notify Authority of its determination not more than sixty (60) days following the date of the First Notice (the "Second Notice").

- Pendency of Disputes. Except as provided in Remedies of Contractor hereof, if there shall be a dispute concerning the right of either Party to terminate this Contract, both Parties shall continue to perform their respective obligations hereunder as if the Contract were in effect until such dispute is resolved and any appeals permitted thereunder are exhausted.

Notwithstanding the above to the contrary, in the event that a dispute relates to the environmental adequacy of all or a portion of the designated treatment/disposal sites, the Contractor shall continue to perform its obligations at designated treatment/disposal sites

- Exclusion of Consequential Damages. Except as expressly provided in this Contract, neither Party shall be liable for or obligated to pay incidental, special, punitive, consequential or indirect damages in connection with the performance of this Contract.

However, in the event that either Party fails to perform its respective obligations hereunder during the pendency of any dispute (as required by the provisions of Pendency of Disputes hereof), such non-performing Party shall be liable for or obligated to pay incidental, consequential or indirect damages resulting from such non-performance.

VII. UNCONTROLLABLE CIRCUMSTANCES

- Uncontrollable Circumstances

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In the event that Contractor or the Authority fails to perform any of the respective obligations specified herein as the result of an Uncontrollable Circumstance event, the obligation of the party unable to perform will be temporarily suspended to the extent only of its inability to perform for so long a period as will be necessary to remedy the cause of non-performance as expeditiously as possible, and to the extent only that such event was beyond the control of the Party.

- Suspension of Obligations

If an Uncontrollable Circumstance event occurs, either Party shall be entitled to suspension of its obligations to the extent that such event was beyond the control of the party claiming the Uncontrollable Circumstance. The party claiming to be adversely affected thereby shall give oral notice to the other party, as soon as reasonably practicable and shall deliver to the other party, within twenty-four (24) hours after such oral notice, written notice setting forth such information as may be available to it with respect to the nature, extent and effect of the act or Uncontrollable Circumstance. The party claiming to be adversely affected shall, as quickly as possible, eliminate the cause therefore, reduce costs and resume performance under the terms of this Contract. The Authority reserves the right to engage the services of others to perform such services as Contractor is required to perform under this Contract during the time of non-performance by Contractor due to any Uncontrollable Circumstance.

- Right of Contractor to Proceed

The right of Contractor to proceed shall not be terminated except as described in this Contract. Contractor shall have no right to, nor shall it make any claim whatsoever for, damages or compensation by reason of any delay caused by an Uncontrollable Circumstance event. Each party shall assume the risk of all losses directly incurred by them which arise out of an Uncontrollable Circumstance event except as otherwise expressly set forth herein.

- Burden of Establishing Uncontrollable Circumstances

Contractor bears the burden of establishing that the Uncontrollable Circumstance event was beyond its control and of demonstrating the amount of delay that is necessary because of the Uncontrollable Circumstance event. As a condition precedent to obtaining any relief under this Article, Contractor must provide to the Authority the written and oral notice required by this Article.

Notice: The notice required above shall include, to the extent such information is available at the time of such notification, the following:

- a) the anticipated length of time of the delay;
- b) the cause of the Uncontrollable Circumstance event;
- c) measures taken to minimize the delay including a time table for implementation of any such measures;
- d) the proposed date by which return to a normal schedule will be achieved; and

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- e) activities that can be taken to minimize the impact of the Uncontrollable Circumstance event.
- Alternative Arrangements for the Work

If an Uncontrollable Circumstance event occurs which prevents Contractor from performing all or a portion of its obligations under this Contract, the Authority may engage the services of others to perform the Work that would otherwise be or have been undertaken by Contractor, in which event, the Authority shall do so at its own cost and shall owe no further obligation to Contractor for so long as the Uncontrollable Circumstance event remains in effect. In the event that the non-performance fails to be remedied and the normal schedule of work resumed within one (1) consecutive month following the written and oral notice required above, the Authority in its sole discretion may terminate this Contract.

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IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be signed by its Director, attest by its Clerk and its official seal to be hereto affixed, and the said party of the second part has hereunto set his hand and seal or caused these presents to be signed by its proper officers and its corporate seal to be hereto affixed, the day and year first above written.

ATTEST:

MCMUA

ATTEST:

VENDOR NAME

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General Information

Headings

The captions and headings in this Contract are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Contract and such headings do not in any way constitute a part of this Contract.

Perspective Bidders General Description

This Request for Bids solicits proposals from qualified vendors to provide Steel Deck Truck Scales for the Parsippany and Mount Olive MCMUA Transfer Stations.

Locations

95 Pleasant Hill Road, Randolph, New Jersey 07869

Notices

Any notice or other communication which is required to be given hereunder shall be in writing and shall be deemed to have been validly given if facsimiled to the telephone number set forth below, delivered in person or mailed by certified or registered mail, postage prepaid, addressed as follows:

<u>If to Authority:</u>	The Morris County Municipal Utilities Authority
By mail and/or by hand:	214A Center Grove Road Randolph, NJ 07869 Attention: Shana O'Mara, QPA Telephone No. 973-829-8584 Fax No. 973-285-8397

If such notice is sent by facsimile or similar transmission, the original executed copy of such notice shall be mailed or delivered as provided above.

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

The MCMUA reserves the right to reject any and all proposals that substantially or materially deviate from the specifications and other required documents, and further reserves the right to waive minor irregularities and immaterial variances and formalities in the proposals in accordance with applicable law.

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General Requirements – Equipment/Vehicle Purchases

SCOPE

The equipment/vehicle shall be of the latest type and constructed with due consideration of the type of use. Although these specifications are based upon a specific vehicle/equipment type, alternate manufacturers are encouraged to submit proposals that conform to the specifications. It is not the purpose of these specifications to eliminate any qualified bidder. The use of one manufacturer's product is intended to demonstrate the minimum quality and performance level for the item being purchased, and not to restrict alternate manufacturer's products.

Where the detailed specifications require specific brand names, model number, dimension or capacities of components such as axles, brakes, spring suspension, frame steering gear, drive line, universal joints, engine transmission, alternator, batteries, air brake system, they have been specified for the service because of their reliability/availability of replacement parts on a local basis. *Alternate components may be bid provided that they are of equal capacity design and/or function, however the MCMUA reserves the right in determining the capability, and its incumbent upon the bidder to supply all necessary information.*

All parts not specifically mentioned herein, but which are necessary in order to furnish a piece of equipment that is complete, fully operational and functional and in accordance with all relevant State, Federal, and OSHA rules and regulations, shall be furnished and shall conform to the best practices to the industry manufacturing or assembling the product. The unit is to be of current year manufacturer and is to be new and unused.

Pursuant to the "General Conditions", all questions concerning these specifications must be addressed to the Morris County Municipal Utilities Authority – 973-829-8584

The purchaser will review the question and where information sought is not clearly indicated or specified, in the purchaser's opinion same will issue a clarifying or correcting addendum bulletin. Proper interpretation or the making of any necessary inquiry will be Bidder's entire bid proposal. Each bidder is required to provide with his bid "a complete and accurate description" of their own detailed product and engineering specifications. (No exceptions). In addition, each Bidder is required to return these specifications with their proposal, noting items where the Bidder's proposal differs from the purchaser's specifications.

EXCEPTIONS, VARIATIONS OR CLARIFICATIONS

These specifications shall be construed as minimum. Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished. Bidders may furnish, with their bid, technical information, graphs, charts, photographs, engineering diagrams, drive train certification or other means to show that the equipment specified fully complies with this specification. Any deviation, exception or clarification to these specifications shall be noted on a separate sheet of paper containing the bidders name referencing the section number and the exception or clarification offered. Any exception shall be clearly defined with details as to the proposed alternative referencing manufacturer and model where appropriate. Each exception will be considered by their degree of impact and total effect on their bid. Proposals taking total exception to the bid specifications shall be considered by the purchaser. The Morris County Municipal Utilities Authority shall determine which, if any, exceptions are acceptable and this determination shall be final.

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General Requirements – Equipment/Vehicle Purchases

In the event the published literature furnished by the Bidder is at variance with the requirements of any item of this specification, the Bidder shall explain in detail, with full engineering support data, the reasons why the proposed equipment will meet this specification and not be considered an exception thereto.

FOR RESCUE APPARATUS ONLY

The lowest responsible Bidder shall identify the location of their manufacturing and service facility and the number of regular full-time employees. A complete history of the bidder's company shall be supplied in his bid. Bids are requested from responsible manufacturer's who are engaged in the manufacture of the specified equipment and their authorized representatives. To insure reliable and complete acceptance of the apparatus, Bidder shall have been in operation for a minimum of ten (10) years in the fabrication of rescue apparatus.

These specifications are based upon design and performance criteria which have been developed by the purchaser as a result of extensive research and careful analysis of the data. Therefore, major deviation to specifications will not be accepted. Exceptions may be accepted if they are minor, equal or superior to that which is specified.

The Morris County Municipal Utilities Authority assumes that silence to exception indicates that the Bidder will comply with specifications as determined by the purchaser, regardless of cost to the Bidder. Should the item not comply, and the exception is not indicated, then the item shall be rejected when delivered. All items shall be given a general inspection for material, workmanship and compliance with specifications prior to acceptance. Should the item not comply and an exception not be taken, the bidder shall be held responsible to fulfill that specification.

CONSTRUCTION PERIOD

Each bidder shall specify the delivery period after award of contract in which the equipment will be completed. The reasonableness of the time for delivery will be an item considered for determination of low responsible bidder. The bidder will not be held liable for delay in delivery caused by accidents, strikes, floods, or other events not subject to their control. Failure to meet the specified delivery period may result in the MCMUA assessing financial penalties as specified in the general conditions.

ACCEPTANCE

Before acceptance of the equipment to be furnished under this bid, the Morris County Municipal Utilities Authority shall have the right to inspect and test the equipment to ascertain that all requirements of these specifications have been fully complied with and that the equipment is proper and complete in every respect and in working order. It is understood and agreed that the Purchaser shall have the right to test equipment to verify it's compliance with the specifications.

In the event of disapproval or rejection by the Morris County Municipal Utilities Authority of any of the equipment or accessories furnished under this contract. the Bidder shall, at his own expense, make such repairs or replacements the purchaser considers necessary to conform to these specifications within (30) days after Notice is given to the Contractor. Permission to keep or store the equipment in any building owned by the purchaser during the above specified time shall not constitute acceptance of same.

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General Requirements – Equipment/Vehicle Purchases

DELIVERY

The specified equipment shall be delivered to the purchaser with a technician who can provide full instructions provided to the using department personnel on operation, care and maintenance of equipment.

WARRANTY AND SERVICE REQUIREMENTS

Bidder must submit detailed information on all required and offered warranties with the bid. The scope and duration of these warranties shall be a consideration in determination of low responsible bidder. The bidder must supply complete information on the location of and availability of a complete line of all parts for this equipment. Location nearest service facility must be outlined in bid.

INSTRUCTIONAL MANUALS

The Contractor shall provide with the equipment on delivery, two (2) complete delivery manuals. These manuals shall contain:

1. Individual components manufacturer instruction and parts manuals.
2. Complete warranty information including the process to obtain warranty service.
3. Warning and safety-related notices for personnel protection.

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Technical Specifications

Intent

The purpose of this bid package is to furnish, deliver and install one (1) or more New Stationary Compactor Unit(s) and/or one (1) or more New Stationary Compactor Receiver Container(s), up to 40 cubic yards. The MCMUA reserves the right to order components either together or separately.

Model Information Required

The manufacturer, make and exact models proposed as substitutes shall also be submitted on bidder's letterhead with any proposal contended to be "equivalent".

Use of other Names and References

Unless otherwise stated, the use of manufacturers' names and product numbers are for descriptive purposes, and establishing general quality levels only. They are not intended to be restrictive. Bidders are required to state exactly what they intend to furnish, otherwise it is fully understood that they shall furnish all items as stated.

Quality

The materials and supplies called for herein, shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examinations and standardization. Items not meeting these requirements shall be replaced promptly at no cost to the Morris County Municipal Utilities Authority upon due notice of deficiency.

Compliance to Minimum Bid Requirements – Equivalent Proposals

It is the intent of these specifications to describe and govern the purchase of (1) one or more new Stationary Compactors and/or (1) or more new Stationary Compactor Containers, up to 40 cubic yards with any and/or all accessories as noted in herein. The unit shall conform to the highest quality of manufacturing and design standards. Any item or items not specifically mentioned herein, but which would be required to produce a complete working unit, shall be supplied by the vendor. If a bidder is basing their proposal on equipment other than what is specified in these bid documents and requests the equipment proposed be considered as an "approved equal" bidder shall submit on a separate sheet, in the exact format of the technical specifications herein, an item by item description of the proposed substitute including any and all variations from or exceptions to the conditions and specifications of this bid. Failure to comply may result in rejection of bid.

Inability to Perform

In the event that during the term of the contract, if any vendor is unable to provide goods and/or services in accordance with the contract, the MCMUA reserves the right to obtain the goods and/or services from an alternate vendor.

Contractor Obligations

- a. Contractor shall submit shop drawing with manufacturer's information to Owner for approval before purchasing the equipment demonstrating compliance with these specifications including equipment dimensions, weights and sample warranty.
- b. Contractor shall be responsible for installation and testing equipment for proper operation. Installation shall include anchoring to existing concrete pad. Anchoring system must be approved by Owner prior to installation. Installation shall include connection to existing electrical disconnect switch by others.
- c. Contractor shall be responsible for providing all necessary equipment, manpower, etc. to offload equipment and set/affix into place.

MORRIS COUNTY MUA

Technical Specifications

- d. Contractor shall submit Operation and Maintenance Manual, including parts manual, to Owner upon unit delivery.

Delivery

Delivery/installation time, date and location shall be provided at the time the order is placed. Delivery/installation will be within twelve (12) weeks from placement of order.

Materials

Dollar amounts are shown in the proposal page for bid purposes only.

Quantities

The MCMUA does not guarantee any minimums and will pay only for the actual materials authorized and purchased.

Contract period

The duration of the Contract, Contract period, shall begin upon full execution of the agreement and shall end on December 31, 2020. The pricing provided in this Bid shall be valid for any orders placed by the MCMUA through December 31, 2020. Notwithstanding the foregoing, the MCMUA may terminate this Agreement for any reason upon seven (7) days written notice to the Contractor.

Warranty

- (1) One year from date of installation on all parts and labor

MORRIS COUNTY MUA

Technical Specifications

STATIONARY COMPACTOR

General Specifications of Equipment

1. Number of units: (1) or more
2. Heavy duty, manufacturer is rating of 5.6 cubic yards. Compactor shall be Marathon RJ-225 or equivalent.
3. Charge box minimum opening: 95 inches long by 59.5 inches wide
4. Maximum length: 239 inches
5. Maximum width: 79 inches
6. Compactor to be totally UL listed for outside use (Furnish UL Number)
7. Paint, standard manufacturer process, standard color (Green)
8. Must be in compliance with ANSI-Z245.2 and all OSHA standards
9. Must be certified under WASTEC Compactor Certification Program
10. Compactor unit shall allow hookup of Octagonal boxes included in this bid interchangeably without the use of special built adaptors
11. Compactor to include all manufacturer's standard equipment
12. Compactor must have "factory installed" side mounted power pack (Left or Right Side)
13. Manufacturer's plate bearing serial number and date of manufacturer
14. Provide advance fullness warning light

Performance Characteristics of Equipment

1. Cycle time of approximately 60 seconds
2. Total normal force: 65,400 pounds
3. Total maximum force: 77,000 pounds
4. Minimum normal ram face pressure: 32.5 PSI
5. Minimum ram penetration: 13.5 inches

Electrical Characteristics of Equipment

1. Motor: 15HP 3/60/230/460 VAC
2. Control voltage 120 volt
3. Remote controls, key lock start, emergency stop remote on approximately 20' of Sealtite with "hold to run" type start button
4. Multi-cycle timer
5. Compactor to have Exterior Mounted Reset Button

Hydraulic Characteristics of Equipment

1. Hydraulic pump minimum: 18.5 GPM
2. Maximum normal pressure: 1700 PSI
3. Maximum pressure: 2000 PSI
4. Hydraulic cylinder bore: 7 inches minimum with 4 inch diameter rod
5. Hydraulic oil reservoir: minimum 30 gallons
6. Pressure gauge, remote on 15 feet of hydraulic hose
7. Internal pan heater for hydraulic fluids.

MORRIS COUNTY MUA

Technical Specifications

Construction Characteristics of Equipment

1. Ram face plate: ½-inch steel plate
2. Body sides: ¼-inch steel plate
3. Charge box side liner: ¼ inch steel place
4. Floor body: ½ inch steel plate
5. Top ram plate: 3/8 inch steel plate
6. Bottom of ram: 3/8 inch steel plate
7. Ram to have guide shoes with replaceable wear strips
8. Wear strips to have external grease fitting
9. Side Feed Hopper (Doghouse enclosure type with locks) or Rear Feed Hopper (Doghouse enclosure type with locks)
10. Guide shoes and guide rails must be constructed of wear resistant materials and surfaces subjected to wear must be easily replaceable

HOPPER

General Specifications of Equipment

1. Number of units: (1) or more
2. Hopper to be constructed of ¼ inch 11 gage steel plate for the sides and extensions
3. Hopper shall extend 60" above the top of wall on (3) three sides
4. Feed side chute shall be ½-inch 11 gage steel and reinforced with 3-inch channels on 8-inch spacing
5. Contractor shall submit scaled drawings of the proposed hopper for review prior to manufacture of the unit
6. Paint primer inside and outside 2.0 mils, industrial enamel finish to 2.0 mils
7. (3) three sides, open in front with hold to run
8. Side Feed Hopper (Doghouse enclosure type with locks) or Rear Feed Hopper (Doghouse enclosure type with locks)

RECEIVERS

1. Number of units: (1) or more
2. Color: Green
3. (40) Forty cubic yard capacity
4. Contractor shall submit shop drawing with manufacture's information for approval before purchasing the container(s) demonstrating compliance with these specifications, including equipment dimensions, weights and sample warranty
5. Compaction container designed to operate with compactors having a maximum ram face pressure of 50 psi and a total maximum force of 95,000 pounds
6. Universal cable understructure
7. Overall length 22'-5" maximum
8. Maximum width: 8'
9. Compaction opening door of 47" high, 64" wide
10. Container sides constructed of 7 gauge steel (3/16")
11. Container floor constructed of ¼" steel plate on 3" structural channels 12" spacing (or equivalent)
12. Longitudinal rails made of 2" x 6" x ¼" structural steel tubing with 2 x 2 angle (or equivalent)
13. Minimum diameter of front and rear rollers of 8.5". Minimum width of 8"

MORRIS COUNTY MUA

Technical Specifications

14. Pull hook 1 ½" x 5 ½"h x 2 ½" eye opening
15. Wheels diameter x 6" long with grease fitting
16. Guide rollers 4" diameter x 6" long with recessed grease fitting
17. Door hinges with grease fittings for long life
18. Canvas tie downs each side, front and door
19. Two fire ports on side of container
20. Full width deflector plates top and bottom panels to force waste to rotate or other means to cause compacted material to roll
21. Rear door to have three positions door latch
22. Paint primer inside and out 2.0 mils, industrial enamel finish to 2.0 mils

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**TECHNICAL SPECIFICATIONS FOR:
PURCHASE OF WATER VALVE MAINTENANCE
TRAILER**

**FILE NO.: SCE-R8125.Y24
MCMUA Contract No: 2024-W02**

M O R R I S C O U N T Y



M U N I C I P A L U T I L I T I E S A U T H O R I T Y



SUBURBAN CONSULTING ENGINEERS, INC.

96 U.S. Highway 206, Suite 101, Flanders, New Jersey 07836
973-398-1776; Fax 973-398-2121

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**SECTION 012200
MEASUREMENT AND PAYMENT**

PART 1 GENERAL

1.1 SUMMARY

- A. The Contractor shall perform each major portion of the work for the Lump Sum price or unit price, as the case may be, bid for such portion of the work as entered in the appropriate contract Item.
- B. The work to be done under any payment item shall not be limited to the exact extent described but shall include all additional and miscellaneous work normally necessary and generally understood to be required for the completion of that item, in accordance with best modern practice, for the scope of item or class of work involved, regardless of whether or not such additional and/or miscellaneous necessary work is described in the Specifications.
- C. All work included on the Drawings and in the Specifications shall be completed in full without further compensation than is provided for in the aggregate of all price items (valuing unit price items on the basis of actual quantities only), regardless of whether or not such work is specifically mentioned in the condensed summary in the following paragraphs.

1.2 DEFINITIONS

- A. Lump Sum price is an amount proposed by bidders, stated on the Bid Form, as a price for the full compensation for all Work shown on the plans and required by these specifications and any other incidental work in the Contract Documents. Cost shall include but not limited to transportation, equipment, supplies, appurtenances, disposal, etc. to perform the Work shall be included in the Lump Sum Price named in the Bid Proposal.

1.3 LUMP SUM

- A. Lump sum prices submitted in the Bid Proposal shall constitute full compensation for all Work shown on the Plans and required by these specifications and any other incidental work in the Contract Documents. Measurement and payment for all bid items included as Lump Sums shall include the cost of all labor, materials, and equipment necessary to furnish, install, clean, test, and place each item into operation. No item of Work that is required by the Contract will be paid for outside of or in addition to the prices submitted for Lump Sum Prices.
- B. All Work of incidental nature or necessary to complete the fully functional use of Lump Sum Items, not specifically set forth in the Bid Proposal as a pay Item, shall be considered a subsidiary obligation of the Contractor, and all costs in connection therefore shall be included in the Lump Sum Prices named in the Bid Proposal.
- C. Any Work not specifically called for or set forth in the Bid Proposal as part of Lump Sum items, but which is considered necessary for the proper execution of the Work, shall be considered an obligation of the Contractor in furnishing such labor, equipment, materials, and appurtenances for the satisfactory completion of the Contract, and no separate payment will be made. Such work shall include, but not

necessarily be limited to: inspection surveys; working and shop drawing preparation and submittals; removal and disposal of unsuitable materials; demolition; providing operation and maintenance manuals; testing; materials and equipment required for testing; conforming to all requirements of necessary project permits and obtaining same; startup services of factory trained service engineers; compliance with all other general requirements and industry standards; and all Work required by the specifications.

- D. Pricing for all work included in the Contract Drawings and in the Specifications not covered by another bid item, shall be included in Lump Sum pricing.
- E. The Total Contract Price shall constitute full compensation of all Work for the sum of Bid Items as required by and in accordance with the Contract Documents.
- F. Measurement and Payment: Refer to Section 012900 "Payment Procedures" for work that requires establishment of The Schedule of Values for allowance of partial payments for Lump Sum price item(s).
- G. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit or Lump Sum prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- H. Any materials sampling and laboratory testing required in order to load, transport and dispose of regulated, non-hazardous or hazardous substances, materials or wastes in accordance with Federal, State, County, Local and facility laws, rules, and regulations are the sole responsibility of the Contractor.
- I. The cost for any additional testing shall be included in the Contractor's overall Bid Price. Measurement and payment for materials sampling and testing of various types will not be made; the cost(s) therefore to be included in the cost for the disposal of the various materials.

1.4 UNIT COST ITEMS

- A. In the case of unit price Items, payment will be on the basis of actual quantities provided and accepted.
- B. Brief general descriptions of the various components of the work, and the contract price items to which such work is applicable, are set further in the sections which follow.
- C. All unit prices bid shall be applied toward adjusting the total contract price as a result of quantity changes which may be made from those shown in the Drawings or specified and ordered by the Engineer. The same classes of work as may be covered under such unit price adjustment items may also be shown on the Drawings and/or specified and included in the scopes of work under one or more major Lump Sum payment contract items as components of the work included in said Lump Sum items. All work shall be paid for only once, and any work included under a Lump Sum item shall not be paid for again under a unit price item.
- D. Approximate quantities for the adjustment unit price items are stated in the Bid in order to obtain balanced unit prices by bid and to establish a total contract base bid as a basis for comparison of same and award of contract. Payment for work performed under unit price items (not including work of the same class paid for under Lump Sum items) will be on the basis of actual quantities furnished and

installed and accepted by the Engineer. The same unit prices shall be applied as deductions from the total contract price in the event that quantities are less than indicated on the Drawings and/or specified.

1.5 ALLOWANCE ITEMS

A. General

1. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
2. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included under the other various base bid items and not part of the allowance.

B. Documentation:

1. For any allowance, Contractor shall maintain detailed records of work performed. Engineer to approve payment for said items based on backup documentation provided by Contractor.
2. After completion of work, Contractor shall submit an itemized account and supporting data necessary to substantiate cost and time.

1.6 CONTINGENCY ITEMS

A. General

1. Use the contingency only as directed by Engineer for Owner's purposes.
2. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency are included in the contingency and are not otherwise included under the other various bid items. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
3. Use of funds from the contingency will include Contractor's related costs and reasonable overhead and profit margins as defined in General Conditions Article 3.3.C Change in Work.

B. Documentation:

1. For any contingency, Contractor shall maintain detailed records of work performed and furnish detailed schedule of values with each payment application. Engineer to approve payment for said items based on backup documentation provided by Contractor.
2. Contractor shall submit an itemized account and supporting data necessary to substantiate cost and time. At Project closeout, credit unused amounts remaining in the contingency to Owner by Change Order.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 INCLINE-VAC UTILITY EXCAVATOR – MODEL 350 (BID ITEM 1)

- A. Bid Item **Incline-Vac Utility Excavator – Model 350** includes the purchase and delivery of the specified item.
- B. Bid Item **Incline-Vac Utility Excavator – Model 350** will not be measured and Payment will be made on a lump sum basis upon successful delivery to the Owner

END OF SECTION

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 01 Section 016000 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Engineer will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Specifications.
 - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Only a Change Order or a Construction Change Directive authorizes Contractor to proceed with a proposed change.
 - 3. Within time specified in Proposal Request ten (10) days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and

activity relationship. Use available total float before requesting an extension of the Contract Time.

- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section 016000 "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Contractor Change Order Request that can be provided by the Engineer or from the New Jersey Department of Treasury.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures.

1.6 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Engineer may issue a Work Change Directive on Form DPMC 8, "Pending Issue/Potential Contract Change Notification" to instruct Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

**SECTION 012900
PAYMENT PROCEDURES**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 012200 "Measurement and Payment" for administrative requirements governing use of unit prices.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

- A. **Schedule of Values:** A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF AMOUNT FOR CONTRACT PAYMENT SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Specification table of contents as a guide to establish line items for the Schedule of Values. Provide at least one (1) line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:

- a. Project name and location.
 - b. Name of Engineer.
 - c. Engineer's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
- a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
- a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Engineer by the fifteenth day of the month. The period covered by each Application for Payment is one (1) month, ending on the last day of the month.
- D. Payment Application Forms: Use forms approved by Owner for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of approved Change Orders issued before last day of construction period covered by application.
- F. Transmittal: Submit the required number of signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One (1) copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit waivers of lieu on forms, executed in a manner acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Products list.
 5. Schedule of unit prices.
 6. Submittals Schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal consultants.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Initial settlement survey and damage report if required.
- J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Complete payment forms as follows:
 - a. Contractors Application and Certification for Payment
 - b. Contractor's Release of Liens Waiver
 - c. Sub-contractor's Release of Liens Waiver
 5. Evidence that claims have been settled if applicable.
 6. If applicable, final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 7. Final, liquidated damages settlement statement if applicable.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

**SECTION 013100
PROJECT MANAGEMENT AND COORDINATION**

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 01 Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. Coordination Drawings
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).

1.3 DEFINITIONS

- A. **RFI:** Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- B. Coordination:
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.

- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - 2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 - 3. Number of Copies: Submit six (6) opaque copies of each submittal. Engineer, through Construction Manager, will return two (2) copies.
 - a. Submit five (5) copies for operation and maintenance manuals. Engineer and Construction Manager will retain two (2) copies; remainder will be returned. Mark up and retain one (1) returned copy as a Project Record Drawing.

- B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Engineer, within seven (7) working days of the meeting.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Engineer, but no later than fifteen (15) days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
1. Attendees: Authorized representatives of Owner, Construction Manager, Engineer, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. It is mandatory for the contractor's superintendent to attend preconstruction meeting. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following as may apply to this Contract:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. LEED requirements.
 - l. Preparation of Record Documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Owner's occupancy requirements.
 - p. Responsibility for temporary facilities and controls.
 - q. Construction waste management and recycling.

- r. Parking availability.
 - s. Office, work, and storage areas.
 - t. Equipment deliveries and priorities.
 - u. First aid.
 - v. Security.
 - w. Progress cleaning.
 - x. Working hours.
3. Minutes: Engineer will record and distribute meeting minutes.
- C. Progress Meetings: Frequency of progress meeting shall be coordinated with Owner at pre-construction meeting.
1. Attendees: In addition to representatives of Owner, Construction Manager, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 3. Minutes: Engineer will record and distribute to Contractor the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.7 REQUEST FOR INTERPRETATION (RFIS)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Engineer and Construction Manager.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Hard-Copy RFIs: SEE ATTACHMENT TO THIS SECTION
 1. Identify each page of attachments with the RFI number and sequential page number.
 2. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Engineer and Construction Manager will review each RFI, determine action required, and return it. Allow seven (7) working days for Engineer response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.

- e. Requests for interpretation of Architect's actions on submittals.
- f. Incomplete RFIs or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. On receipt of Engineer and Construction Manager action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer and Construction Manager within seven (7) days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following: Software log with not less than the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Engineer and Construction Manager
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Engineer and Construction Manager response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

REQUEST FOR INFORMATION	Project #: _____
	RFI#: _____
	Request Date: _____
	Requestor: _____

I. REQUEST
REQUESTOR'S SIGNATURE: _____

II. RESPONSIBILITY
THIS SECTION TO BE COMPLETED BY A/E.
ACTION PERSON (S): _____
ACTION NLT DATE: _____

III. RESPONSE

ACTION PERSON SIGNATURE: _____ DATE: _____

**SECTION 013300
SUBMITTAL PROCEDURES**

PART 1 GENERAL

1.1 DESCRIPTION

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Section 013100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Section 017700 "Closeout Procedures" for submitting warranties.

1.2 SUMMARY

- A. The Contractor shall prepare and submit all principal items of equipment and materials to be furnished and installed under the Contract for review and approval by the Engineer. As part of the submittal process, the Contractor shall provide a list of all items he proposes to submit for approval by the Engineer. The list will serve as a checklist to confirm that all necessary submittals have been properly provided and processed. The Engineer may require supplemental submittals in addition to items on the approved submittal list.
- B. Working drawings, in addition to equipment and materials submittals, shall be prepared by the Contractor and provide all dimensions and size requirements. The Contractor shall accurately show all existing features and a detailed dimensional layout showing the relationship of new equipment or materials to be installed or constructed. Where multiple equipment or materials are to be installed, the working drawing shall show all components of the installation. The Engineer will not process shop drawings, equipment or material submittals that do not adequately show all components and their relative position. Working drawings and equipment or materials submittals shall show any variations from the requirements of the Contract Documents, and the Contractor shall make specific mention in his letter of transmittal.
- C. General provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.3 DEFINITIONS

- A. **Action Submittals:** Written and graphic information that requires Engineer and Construction Manager responsive action.
- B. **Informational Submittals:** Written information that does not require Engineer and Construction Manager responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTALS3

- A. General: Drawings will not be provided by the Engineer for the Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- F. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return received from sources other than Contractor.
 - 1. Transmittal Form: Provide locations on form for the following information:

- a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number.
 - k. Submittal and transmittal distribution record.
 - l. Remarks.
 - m. Signature of transmitter.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating "approval" notation from Engineer.

PART 2 PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
1. Submit paper copies submittals directly to FedEx specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.

- d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit six (6) copies of Product Data, unless otherwise indicated. Engineer will return two (2) copies. Mark up and retain one (1) returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shop work manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit six (6) copies of each submittal, unless copies are required for operation and maintenance manuals. Submit five (5) copies for operation and maintenance manuals. Engineer will retain two (2) copies; remainder will be returned.
- D. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation" for Construction Manager's action.
- E. Submittals Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation".
- F. Application for Payment: Comply with requirements specified in Section 012900 "Payment Procedures".

- G. Schedule of Values: Comply with requirements specified in Section 0129000 "Payment Procedures".

2.2 INFORMATIONAL SUBMITTALS

- A. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation".
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- F. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating, and interpreting test results of material for compliance with requirements in the Contract Documents.
- I. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- J. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.

7. Limitations of use.
- K. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."
- L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating, and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating, and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section 017823 "Operation and Maintenance Data".
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 1. Preparation of substrates.
 2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.

- 7. Other required items indicated in individual Specification Sections.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- T. Construction Photographs: Comply with requirements specified in Section 013233 "Photographic Documentation".
- U. Safety Data Sheets (SDSs): Submit information for all hazardous materials.

2.4 CERTIFIED SHOP TEST REPORTS

- A. Equipment specified for pressure, duty point, capacity, rating, efficiency, performance, function, or special requirement shall be shop tested by the manufacturer. A report shall be provided which certifies and proves that the equipment to be and furnished and installed will meet or exceed the requirements of the Contract Documents. Tests shall be made in accordance with applicable industry standards.

2.5 SAMPLES

- A. Where required in the Contract Documents, the Contractor shall provide an adequate number and size of manufactured product samples. Samples shall exhibit the quality, type, color range, texture, trade name, manufacturer, and indicate location where the material is proposed for use.

PART 3 EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEERS' AND CONSTRUCTION MANAGERS' ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Amend and Resubmit.
 4. Rejected – See Remarks.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section 012200 "Measurement & Payment" for products selected under an allowance.
 - 2. Division 01 Section 017700 "Closeout Procedures" for submitting warranties for Contract closeout.

1.2 DEFINITIONS

- A. **Products:** Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.
 - 1. **Named Products:** Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. **New Products:** Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. **Comparable Product:** Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. **Substitutions:** Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. **Basis-of-Design Product Specification:** Where a specific manufacturer's product is named and accompanied by the words "basis of design", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.

2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Manufacturer's name and address.
 - d. Supplier's name and address.
 - e. Projected delivery date or time span of delivery period.
- B. Comparable Product Requests: Submit three (3) copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Engineer Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section 013300 "Submittal Procedures".
 - b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section 013300 "Submittal Procedures". Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two (2) or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 1. Store products to allow for inspection and measurement of quantity or counting of units.

2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 WARRANTY

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- B. Submittal Time: Comply with requirements in Division 01 Section 017700 "Closeout Procedures".

1.7 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected", Engineer will make selection.
 5. Where products are accompanied by the term "match sample", sample to be matched is Engineer's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved", comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

2.2 COMPARABLE PRODUCTS

- A. Conditions: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
5. Samples, if requested.

PART 3 EXECUTION – NOT USED.

END OF SECTION

**SECTION 017700
CLOSEOUT PROCEDURES**

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Operation of the Facility and related appurtenances.
 3. Warranties / O&M manuals.
 4. Final cleaning.

1.2 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Related Sections include the following:
1. Division 01 Section 012900 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

12. Complete final cleaning requirements, including touchup painting.
 13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section 012900 "Payment Procedures".
 2. Submit certified copy of Engineer Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit two (2) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
1. Include the following information at the top of each page:
 - a. Project name
 - b. Date
 - c. Name of Engineer and Construction Manager
 - d. Name of Contractor
 - e. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within fifteen (15) days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - c. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - d. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - e. Replace parts subject to unusual operating conditions.

- f. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

**SECTION 017837
WARRANTIES AND BONDS**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes preparation and time of submittals.
- B. Related Sections
 - 1. Division 01, Section 013300, "Submittal Procedures"
 - 2. Division 01, Section 017700, "Closeout Procedures"
- C. Individual Specifications sections: Warranties required for specific products or Work.

1.2 FORM OF SUBMITTALS

- A. Bind in commercial quality, eight and one-half inch by eleven-inch (8-1/2" X 11"), three (3)-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor, and equipment supplier; and name of responsible principal.
- C. Table of contents: Neatly typed, in the sequence of the table of contents of the Project manual, with each item identified with the number and title of the Specification section in which specified, and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the table of contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.3 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within fourteen (14) calendar days after completion of the applicable item or Work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.4 TIME OF SUBMITTALS

- A. Make submittals within fourteen (14) calendar days after Date of Substantial Completion, before final Application for Payment.
- B. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within fourteen (14) calendar days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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SECTION 331020
PURCHASE OF WATER VALVE MAINTENANCE TRAILER

PART 1 SCOPE OF WORK

1.1 DESCRIPTION

- A. It is the intent of this specification to provide for the purchase of one (1) complete water valve maintenance trailer, ready for operation. The system shall be capable of clearing of valve boxes, vacuum of debris, operation of valves and data collection. The trailer-mounted system shall include a gas-powered engine, valve operator, vacuum system, pressure washer system, and controller/data logger as per the specifications herein.
- B. The specifications are based on Incline-Vac Utility Excavator -- Model 350. Approved equivalent products shall be accepted.
- C. The Contract time is 120 calendar days. However, the Bid Form includes a projected delivery date. Please note that if that date is beyond the proposed contract time.

PART 2 PRODUCTS

2.1 VALVE EXERCISING EQUIPMENT

- A. Two elbows in order to reach around obstructions, 320 degree of horizontal travel, 13 ft. of horizontal reach, a powered telescoping In and OUT arm for extending or retracing its horizontal reach and 60 degrees of boom arm travel up and down for the purpose of accessing utility valves on a hill or in a ditch and also for the purpose of using the powered boom arm to support a vacuum hose, water hose and/or a hydraulic hose for the purpose of hydro-vacuum excavation and/or operating a 300 GPM Hydraulic driven water pump.
- B. The articulated boom arm includes a powered tilt for the exerciser head forward or back up to 30 degrees for the purpose of easy positioning of the exerciser head onto a utility valve nut that is not vertically aligned.
- C. A 5' to 9' telescoping valve key for connecting the valve exerciser head to the 2" square valve stem
- D. The valve exerciser is powered by an 8 GPM at 2,000 PSI hydraulic pump system and the valve exerciser is a hydraulically driven head rated for a maximum torque of 500 ft. per pound of torque and a variable rpm range of 0-30 rpm and a rotation counting accuracy of 1/10th of a revolution. The maximum available torque to the valve stem is presentable to the required foot pounds of torque rating for the valve being opened or closed.
- E. The valve exerciser head will rotate up to 90 degrees in order to position it onto a water valve that is not installed in a vertical position or to also be able to couple to a fire hydrant cap and to loosen and remove the cap.
- F. The valve exerciser head will easily disconnect from the boom arm and in order to use the valve exerciser as a handheld portable exerciser.

- G. The valve exerciser head is fitted with a female fire hydrant receiver coupling so that it may quickly open a fire hydrant and or exercise an in-ground utility valve without adding or changing adapters.
- H. The valve exerciser head is quickly coupled to the articulated boom arm so that the hydraulics may be quickly disconnected from the valve exerciser and then be coupled to other hand held hydraulic tools such as a hydraulic driven submersible water pump. The boom arm can then be used to lower a 300 GPM hydraulic derived water pump into a pool of water which needs to be emptied.

2.2 POWER PACK

- A. Engine shall be 35 HP gasoline capable of providing ample power for all contained functions.
- B. Controls shall include digital tachometer, engine hour meter, volt meter, vacuum gauge, spoils dump switch, spoils door switch, water/vacuum selector switch, arrow board control and service light switch.
- C. Vacuum pump shall be clutch operated, dual belt drive, and positive displacement rotary lobe (Roots Type) blower. Vacuum performance shall be 500 CFM @ 16 inches of through 3" hose.
- D. Pressure washer pump shall be clutch operated, dual belt drive, capable of 2.5 GPM @ 3,000 PSI. Pump shall be supplied with 7-gallon antifreeze tank with two position selector valve.
- E. The hydraulic system shall be a direct coupled pump rated at 8 GPM @ 2,000 PSI continuous duty. The system shall contain a 10-gallon hydraulic reservoir with thermostatic-controlled, fan-cooled heat exchanger.
- F. Instrumentation shall include an oil level gauge, temperature gauge, pressure gauge and selector valve switching to a HTMA class II auxiliary hydraulic circuit.

2.3 SPOILS - REAR DISCHARGE

- A. Debris holding tank shall be 250-gallon capacity. Tank shall contain a top hinged full opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" mechanical ball shut-off valve, and 3" dump valve.
- B. Staged filtration shall consist of a heavy material drop out debris tank and a self-contained multi-stage filter canister with a 10-micron polyester reusable cartridge. All filters shall be washable and reusable.
- C. Dumping shall be performed by a twin cylinder, electric over hydraulic dump system. The slide and tip system shall move the tank out before tilting to clear the truck/trailer bed for dumping, then lift to a minimum 55 degrees to drop debris.
- D. Trailer shall be supplied with 3" x 20' suction hose with 2 1/2", 1 1/4" and 7/8" x 8' long steel suction wands as well as 4" vinyl coated discharge hose with aluminum female camlock coupler.

2.4 PRESSURE WASHER

- A. Clean water holding tank shall have 95 gallon capacity with 8" fill neck.
- B. Trailer shall be supplied with 50' hose on spring rewind hose reel using quick disconnects to change between the (2) included wands; one with a zero degree nozzle for digging and 45 degree fan wash

down "Shorty" wand.

2.5 TRAILER

- A. Frame shall be 7,000 lb. GVWR with single axle, independent torsion wheel suspension with brakes. All structural steel construction (no tubing) with metal deck.
- B. Trailer shall contain DOT approved LED lighting with environmentally sealed connectors.
- C. Entire trailer shall be solvent washed and phosphoric etched. All seams shall be caulked then a two part urethane paint (color white/black) applied. A durable plastic bed lining product shall be applied to trailer deck and fender fronts.
- D. Trailer shall contain pintle hitch with safety chains as well as heavy duty, polished diamond plate job box.
- E. Programmable arrow board with eight function control box with eight individual segments and two (2) mounted halogen swiveling work lights.

PART 3 EXECUTION

3.1 TRAINING

- A. After delivery, a qualified technician shall provide 8 hours of complete training to Washington Township Municipal Utilities Authority personnel at the Washington Township Municipal Utilities Authority facility. Training shall include safety, operation, maintenance, service, and computer software.

3.2 DELIVERY

- A. Water Valve Maintenance Trailer shall be delivered to the Washington Township Municipal Utilities Authority yard located at 9 Sylvan Circle, Long Valley, New Jersey, 07853.
- B. Acceptance shall be subject to the inspection and approval of the Washington Township Municipal Utilities Executive Director.
- C. Bidder shall state delivery date from award of bid.

3.3 PRODUCT WARRANTY

- A. Bidder warrants that it will convey the Products free and clear of all liens, security interests and encumbrances created by, through or under Seller. Seller further warrants that for a minimum period of 36 months from the date of shipment (the "Warranty Period"). The Products: (a) will conform to specifications herein or other descriptions; and (b) will be free from substantial defects in material and workmanship. Seller shall assign to Purchaser any warranties Seller receives from third party manufactures of parts, components and equipment.

3.4 SERVICE WARRANTY

- A. Bidder warrants that (a) it will perform services in a timely, competent and professional manner and in accordance with industry standards; and (b) the services shall conform to any applicable specifications or statement of work.

3.5 SHOP DRAWINGS

- A. Shop drawings shall be submitted for review and approval by the Executive Director, prior to shipment.

END OF SECTION

Attachment 1

PUBLIC AGENCY GUIDELINES FOR ADMINISTERING EEO IN PUBLIC CONTRACTS

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**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY**

**DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AND AUDIT UNIT**

EEO
MONITORING PROGRAM

PUBLIC AGENCY
Guidelines for Administering
Equal Employment Opportunity and
Affirmative Action in Public Contracts



Pursuant to N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.

Website: www.state.nj.us/treasury/contract_compliance

Telephone: (609) 292-5473

Fax: (609) 292-1102

July, 2022

Assistance With Using This Summary:

If you wish to receive clarification concerning any item contained in this summary relating to EEO/AA legal requirements for **goods, general services and professional services contracts**, please contact:

NJ Department of the Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring Program
PO Box 206
Trenton, NJ 08625-0206
Telephone (609) 292-5473
Fax (609) 292-1102

For clarification concerning any item contained in this summary relating to EEO/AA legal requirements for **construction contracts**, please contact:

NJ Department of Labor & Workforce Development
Construction EEO Monitoring Program
PO Box 209
Trenton, New Jersey 08625-0209
Telephone (609) 292-9550
Fax (609) 984-4023

Public Agency Guidelines For Administering EEO in Public Contracts

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Public Agency Guidelines For Administering EEO in Public Contracts

1. General

Procurement and contracting responsibilities are a fundamental part of government. Successful implementation of these functions includes the recognition and awareness of Equal Employment Opportunities for minorities and women under the law (N.J.S.A. 10:5-31 et seq.). This summary has been prepared to assist you comply with the law.

All Public Agencies that award contracts to vendors (goods, general services and professional services) and/or construction contractors are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1-1 et seq. The Division of Purchase & Property's Contract Compliance and Audit Unit (hereafter referred to as "Division") is responsible for ensuring compliance with the statute and regulations. As such, the Division monitors the labor workforce employed by vendors that receive public funds for goods, general services and professional services. The Department of Labor and Workforce Development's Construction EEO Monitoring Program, (hereafter referred to as "Dept. of LWD") monitors legal compliance related to construction contracts.

In addition, Division representatives periodically review Public Agency contracting processes to ensure that they are complying with EEO/AA requirements. The result of such review will be a determination that the agency is performing its statutory functions in a "Satisfactory" or "Unsatisfactory" manner. If the result is "Satisfactory" the agency need only maintain its compliance. If the result is "Unsatisfactory" the agency may be required to make corrections to its processes and may be required to meet with Division representatives to ensure that all corrections have been completed. An unsatisfactory review may result in the issuance of sanctions or referral to the Attorney General for appropriate enforcement action in cases of continued non-compliance.

Public Agencies shall comply with the following requirements set forth at N.J.A.C. 17:27-3.2 in order to ensure equal employment opportunity in public contracting:

- Comply with all regulations promulgated by the Division with respect to its obligations to assist with equal employment opportunity and affirmative action compliance and enforcement efforts;
- Cooperate fully with the Division in the establishment and implementation of guidelines for determining whether a vendor or construction contractor has failed to provide equal employment opportunity in the hiring of minorities and women for public contracts;
- Include mandatory equal employment opportunity and affirmative action language in its advertisements, bids specifications and contracts;
- Include in each contract the State's intent to carry out its responsibilities requiring equal employment opportunity and affirmative action by vendors and construction contractors, the vendor and contractor's obligations under the law and related regulations, and the consequences of the failure to do so;
- Provide vendors and construction contractors with documentation describing the relevant law and rules and, as requested, copies of same;
- Provide to the Division or Dept. of LWD any information which indicates that a goods or services vendor; or a construction contractor is not in compliance with equal employment opportunity requirements and fully cooperate in any Division/ Dept. of LWD investigation of such entity's compliance with these requirements;

Provide the Division with such other information as it shall request and as shall be necessary to enable the Division to fulfill its mission;

Public Agency Guidelines For Administering EEO in Public Contracts

- Require parties with contracts awarded by the Public Agency to certify that they are in compliance with equal employment opportunity and affirmative action in public contracting requirements by presenting mandatory evidence; and
- Include in any public contract a provision requiring all parties to the contract and any subcontracts thereof to make a good faith effort to provide equal employment opportunity for minorities and women, and further providing that a failure to make good faith efforts to provide equal employment opportunity for minorities and women may result in fines/penalties, suspension/debarment, a determination to lower a construction contractor's aggregate rating or such other action as provided by law.

A Public Agency may, at any time, request technical assistance from the Division. Such assistance shall consist of a Division representative visiting the Public Agency and explaining the requirements of the statute and regulations. A finding of "Satisfactory" or "Unsatisfactory" will not be made in response to a request for assistance.

2. Summary of Public Agency Requirements

2.1 Public Agency Compliance Officer (P.A.C.O.)

In accordance with N.J.A.C. 17:27-3.3, each Public Agency shall designate an individual to serve as its Public Agency Compliance Officer or P.A.C.O. (see Attachment 1). The P.A.C.O. is the liaison between the Division and the Public Agency and is the Public Agency point of contact for all matters concerning implementation and administration of the statute and regulations. The P.A.C.O. is also responsible for administering contracting procedures pertaining to equal employment opportunity regarding both the Public Agency and vendors with public contracts. Vendors shall include but is not limited to goods, professional services and general services; and construction contractors. As such, the P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and its regulations.

Each year, all Public Agencies are required to submit the name, title, address, telephone, number, fax, and email address of the P.A.C.O. designated by the Public Agency. This information must be submitted to the Division no later than January 10th of each year. The P.A.C.O. form can be submitted online via our website at www.state.nj.us/treasury/contract_compliance. In addition, it shall be the responsibility of the Public Agency to update the P.A.C.O. designation at any time during the year if any changes are made concerning the designated P.A.C.O.

2.2 Mandatory Bid Advertisement Language

As part of the review procedures, Division representatives will review the language in a Public Agency's advertisement for the receipt of bids, solicitations and/or request for proposals to ensure that the Public Agency has complied with N.J.A.C. 17:27-1.1 et seq. Accordingly, all Public Agencies must include the following language in all solicitations or advertisements for bid:

"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 et seq."

For all contracts exempt from public bidding, the Public Agency shall include the following language in its solicitation:

Public Agency Guidelines For Administering EEO in Public Contracts

“If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq.”

2.3 Mandatory Contract Language

All contracts issued by a Public Agency must contain the mandatory affirmative action language set forth in N.J.A.C. 17:27-1.1 et seq. During a review, Division representatives will review the Public Agency’s contracts to ensure compliance with this provision.

For all goods, general services and professional services vendors, Public Agency contracts must include the affirmative action language of Exhibit A (see Attachment 2).

For all construction contracts, Public Agency contracts must include the affirmative action language of Exhibit B (see Attachment 3). Additional mandatory language for State Agencies, Independent Authorities, Colleges and Universities is also required as a result of Executive Order 151 and P.L.2009, c.335 (see attachment 14).

2.4 Affirmative Action Evidence

All successful bidders for goods, general services and professional services contracts are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. For construction contracts, evidence must be submitted to Dept. of LWD and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of the contract, one of the following documents:

Goods, General Services and Professional Services Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division (see Attachment 4). This approval letter is valid for two years from the date of issuance. Or,
2. A Certificate of Employee Information Report (hereafter “Certificate”), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor’s Employee Information Report, Form AA-302 by the Division (see Attachment 5). Or,

(Note: The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. The Certificate is valid for three years for any vendor with 50 or more employees or for seven years for any vendor with less than 50 employees. The Public Agency should review any Certificate submitted to ensure the date is still valid.)

3. The successful bidder shall complete an Initial Employee Report, Form AA-302 via online submission at www.state.nj.gov/treasury/contract_compliance/ and submit with the \$150.00 processing fee. Once payment is processed the vendor will receive a confirmation email to print their certificate. If the vendor is unable to submit online, they may submit via mail with a check or money order payable to the Treasurer, State of New Jersey and forward a copy of the form to the Public Agency (see Attachment 6). Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations. A copy of the completed form must be submitted to the Public Agency awarding the contract.

Public Agency Guidelines For Administering EEO in Public Contracts

The EEO/AA evidence must be submitted after notification of award but prior to execution of goods, general services and professional services contracts.

Construction Contractors

The construction contractors shall complete and submit an Initial Project Workforce Report (see Attachment 7) Form AA-201 after notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 (see Attachment 8) once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract. All Public Agencies must retain the affirmative action evidence in their files for review by the Division. See Attachment 9 for a summary of EEO/AA procedure set forth above.

2.5 Emergency Contracts

A Public Agency may award a contract to a vendor without an approved affirmative action program in an emergency situation. In such a situation, the Public Agency shall document that an actual or imminent emergency exists which requires the Public Agency to immediately award a contract for construction or the delivery of goods and general services, including professional services, and that to delay the award of the contract would endanger public health, safety, welfare or property. The vendor/contractor shall be required to comply with the EEO/AA regulations prior to receiving payment. In the event that a Public Agency awards an emergency contract, the Public Agency is also required to provide the goods, general services, and professional services vendor; or the construction contractor with the appropriate language (Exhibit A or Exhibit B) and obtain the proper affirmative action evidence.

2.6 Forms

Goods, General Services and Professional Services Contracts

After notification of a goods, general services or professional services contract, it is the responsibility of the Public Agency to provide the vendor with the Initial Employee Information Report, Form AA-302, The form can be filed electronically online by visiting the website www.state.nj.us/treasury/contract_compliance/ if the vendor does not have a Certificate or Letter of Federal Approval. **The Division does not supply this form to the vendor.** If the Public Agency requires a supply of forms, the Public Agency may download the forms electronically at the following website address www.state.nj.us/treasury/contract_compliance/.

If the vendor has an expired certificate, the vendor may apply for a renewal at www.state.nj.us/treasury/contract_compliance/ A vendor may renew their certificate 90 days prior to the expiration of their certificate, and pay the \$150.00 processing fee. A vendor may also obtain a duplicate certificate for a fee of \$75.00.

Construction Contracts

After award of a construction contract, it shall be the responsibility of the Public Agency to provide the contractor with Form AA-201, Initial Project Workforce Report. The Division does not supply this form to the contractor. If the Public Agency requires a supply of forms, the Public Agency may download the forms electronically at the following website address www.state.nj.us/treasury/contract_compliance/

Public Agency Guidelines For Administering EEO in Public Contracts

2.7 Online Submissions

The Division has online submission for its Form AA-302, Employee Information Report concerning goods, general services and professional services vendors. The Dept. of LWD's Form AA-202, Monthly Project Workforce Report for Construction Contractors can be completed and submitted by registering with the Premier Business Services Online Forms Account. If a vendor/contractor prefers to submit a hard-copy, these forms may be obtained by accessing: www.state.nj.us/treasury/contract_compliance (see Attachments 10 and 11). Please note, vendors and contractors are responsible for sending copies of their forms to the awarding Public Agency.

2.8 Training Fund Requirements

The Division also ensures that all State government agencies, including independent authorities, colleges and universities allocate one half of one percent of the total cost of a construction project awarded by State agencies that are equal to or greater than \$1 million for the training of minorities and women in the construction trades in accordance with N.J.A.C. 17:27-12.1, Executive Order 151 and P.L.2009, c.313 and 335. The State Agency must forward the training funds to the Department of Labor and Workforce Development immediately upon award of the contract. It must also provide the Division with a Training Fund Letter certifying that the funds have been allocated and released to the Department of Labor and Workforce Development (see Attachment 12). The funds are used to train minorities and women in the construction trades through the NJ Build Program (P.L.2009, c.313) and thereby develops a pool of qualified minorities and women for employment on public works projects. It is noted that local governments are also required to allocate and release training funds under P.L.2009, c.313 (see Attachment 13). However, the Division has held implementation of this law as it applies to local governments in abeyance pending Attorney General advice on certain issues. For information about the NJ Build Program contact the Department of Labor and Workforce Development at (609) 984-9414.

2.9 Public Agency Sanctions and Penalties

The Division, acting on its own initiative or in response to a written complaint or allegation from an interested party, shall investigate any written complaint or allegation of a violation by a Public Agency. If the Division determines that there is a substantial probability that a violation is occurring, it may issue an advisement letter to a public agency. The advisement letter shall explain in sufficient detail the facts of the alleged violation.

If the Public Agency does not correct or sufficiently address to the satisfaction of the Division the alleged public agency violation explained in the letter of advisement within 30 days of the agency's receipt of the letter of advisement, the Division may conduct a further review or issue a show cause letter to the Public Agency. The show cause letter shall explain in sufficient detail the facts of the continuing violation.

Within 10 business days of receiving a show cause letter, the Public Agency shall submit a written statement explaining why it should not be found to have violated the law. If the Division determines that the Public Agency has not adequately explained why it is not in violation of the law or if the Division determines that there may be a violation of the law and it is continuing to occur, then it shall refer the matter to the Attorney General's Office for further action consistent with N.J.S.A. 10:5-36.

A meeting with, or technical assistance provided by an official of the Division may be requested by a vendor, contractor and/or subcontractor or Public Agency at any time, whether or not a violation has been alleged.

Public Agency Guidelines For Administering EEO in Public Contracts

The following circumstances, for example, shall constitute indications of a party's failure to meet the legal requirements, which may form the basis for a finding of a violation by the Division. These indications are a representative sampling and are not intended to constitute the only indications that may be considered by the Division in its determination as to whether a violation has occurred:

- a. Failure of a Public Agency to pay one half of one percent of the total cost of the construction project, that is the subject of one or more construction contracts and equal to or greater than \$1,000,000, to the Department of Labor for the outreach and training of minorities and women in the construction trades in accordance with the notice required pursuant to N.J.A.C. 17:27-12.1;
- b. Failure to include mandatory language in bids, advertisements, contracts or specifications;
- c. Failure to obtain affirmative action evidence from vendor/contractor;
- d. Failure to submit the Public Agency Compliance Officer (P.A.C.O.) Letter or to notify the Division of changes in P.A.C.O. designation;
- e. Failure to cooperate fully with the Division in the establishment and implementation of guidelines for determining whether a vendor or contractor has failed to provide equal employment opportunity in the hiring of minorities and women for public contracts; or
- f. Failure to provide the Division with such other information as it shall request and as shall be necessary to enable the Division to fulfill its mission.

If the Director finds that a Public Agency has violated the Act or regulations, the Treasurer is authorized to assess and collect fines in the amounts and time frames as follows:

First Violation – \$250.00 per day for each violation during which the violation continues;

Second Violation – not more than \$500.00 per day for each violation during which the violation continues; and

Third and Subsequent Violations – not less than \$500.00 per day for each violation but not more than \$1,000.00 per day for each violation.

All fines and penalties shall be paid within 30 business days of the date of the final order. Failure to pay such penalties and fines shall result in a judgment being obtained in a court of competent jurisdiction.

All fines shall be made payable to the "Treasurer, State of New Jersey". All payments shall be made by certified check or money order, or payable in a form suitable to the Treasurer.

The Division may also recommend that the Public Agency withhold payment from a non-compliant contractor in accordance with Executive Order 151 and P.L.2009, c.335.

Note: Public Agencies shall have the right to appeal an imposition of a sanction or penalty as provided at N.J.A.C. 17:27-10.8.

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM

Print Form

Submit by Email

Designation Of Public Agency Compliance Officer (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O.) is:

Public Agency:	_____	Telephone:	_____
Name:	_____	Fax:	_____
Title:	_____	Email:	_____
Business Address:	_____ _____		

Current Highest Elected or Appointed Official: _____

- No Person currently serving as the P.A.C.O.
- The P.A.C.O will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program.
- Additional technical assistance is required.

Public Agency Official Signature: _____

Please mail or fax form to:

* Po Box 206 * Trenton * New Jersey * 08825 * Phone: 609-292-5473 * Fax: 609-292-1102 * www.state.nj.us/treasury/contract_compliance

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 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 of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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 targeted 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, race, 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; or

Employee Information Report Form AA-302 (electronically provided by the Division through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 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 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

EXHIBIT B (Cont)

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 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;

EXHIBIT B (Cont)

- (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 non-discrimination 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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 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.

EXHIBIT B (Cont)

(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 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.

Sample Federal Letter of Approval

Attachment 4

U.S. Department of Labor

Office of Federal Control Compliance Programs
New Jersey District Office
200 Sheffield Street, Room 102
Mountainside, NJ 07092



<Date>

[Name of CEO]
[Title of CEO]
[Establishment Name]
[Street Address]
[City, State, Zip Code]

Dear (*insert name of contractor's official*):

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP), recently completed a compliance evaluation of your equal employment opportunity policies and practices at (*insert name and location of the establishment, construction work sites in the economic area under review or functional unit reviewed*).

During the compliance evaluation process, we found no apparent violations of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; or Executive Order 13496.

[*If applicable, commend the contractor for meeting EEO goals or using best practices. For example: We would like to recognize and commend (*insert contractor name*) for exceeding the hiring benchmark for protected veterans and disability utilization goal. Please accept the attached listing of local recruitment sources to utilize as you continue to conduct positive outreach and recruitment.*]

The OFCCP appreciates the cooperation of you and your staff during the conduct of the compliance evaluation.

Sincerely,
(*insert name of district director*)

District Director

cc: [*insert names*]

SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

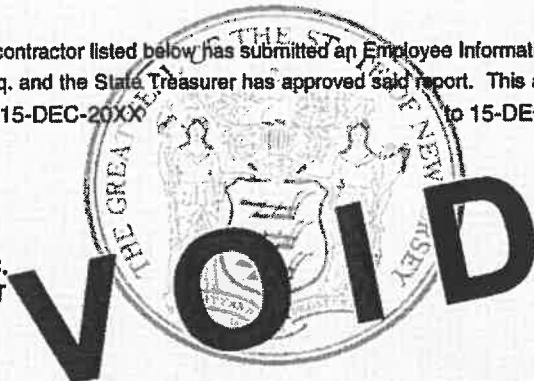
Certification 111XX

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.
33 WEST STATE STREET
TRENTON, NJ 08625**



State Treasurer

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
1. COMPANY NAME		COMPANY E-MAIL
2. STREET	CITY	COUNTY
	STATE	ZIP CODE
3. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY
	STATE	ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY
	STATE	ZIP CODE
Official Use Only	DATE RECEIVED	INAUG. DATE
		ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DONOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
		COL. 1 Total (Cols. 2 & 3)	COL. 2 Male	COL. 3 Female	***** MALE *****						***** FEMALE *****					
					BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/Managers																
Professionals																
Technicians																
Sales Workers																
Office & Clerical																
Craftworkers (Skilled)																
Operatives (Semi-skilled)																
Laborers (Unskilled)																
Service Workers																
TOTAL																
Total employment From previous Report (if any)																
The data below shall NOT be included in the figures for the appropriate categories above.																
Temporary & Part-Time Employees																

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: _____ To: _____		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE
		ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

FORM AA-201
Revised 11/11

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDCING CONTRACT Name: Address:					
3. NAME AND ADDRESS OF PRIME CONTRACTOR (Name) (Street Address) (City) (State) (Zip Code)				CONTRACT NUMBER		DATE OF AWARD		DOLLAR AMOUNT OF AWARD	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: Address: COUNTY		7. PROJECT NUMBER			
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/>	
		MALE FEMALE		MALE FEMALE		PROJECTED PHASE-IN DATE		PROJECTED COMPLETION DATE	
		J AP J AP		J AP J AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER									
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER									
18. LABORER									
19. OTHER									
20. OTHER									

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

PUBLIC CONTRACT EEO/AA COMPLIANCE PROCEDURES FLOW CHART

EEO/AA Procedures In Awarding Public Contracts

Public Agency

- ❖ *Include Mandatory Language in advertisements for receipt of bids, solicitation and/or request for proposals.*
- ❖ *Include appropriate Mandatory Language in contracts and bid specifications.*
- ❖ *Obtain Required EEO/AA evidence from vendor or contractor.*

Vendor

Goods, Professional Services, and General Services Contracts

Mandatory Language of Exhibit A

All successful vendors must submit one of the following forms of evidence:

1. Copy of Letter of Federal Approval

Or

2. Certificate of Employee Information Report

Or

3. Complete Form AA-302 (Employee Information Report)

EEO/AA Evidence must be submitted after notification of award, but prior to signing of the contract

Contractor

Construction Contracts

Mandatory Language of Exhibit B

Additional Mandatory Language EO 151 and P.L.2009, c.335 (State Agencies, Independent Authorities, Colleges & Universities Only)

All successful construction contractors must submit the following form of evidence:

Complete Form AA-201 (Initial Project Workforce Report)

Submit Form AA-202 (Monthly Project Workforce Report) once a month for the duration of the contract to the Dept. of Labor and to the Public Agency Compliance Officer

EEO/AA Evidence must be submitted after notification of award, but prior to signing of a construction contract

STATE OF NEW JERSEY
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT

CONSTRUCTION EEO MONITORING PROGRAM

CONSTRUCTION CONTRACTOR INSTRUCTIONS FOR WEB-ENABLED FORMS

For your convenience, all contractors have two options in filing the Form AA-202, Monthly Project Workforce Report. As always, you may complete the form manually and mail it to the Dept. of LWD, Construction EEO Monitoring Program, with a copy to the Public Agency Compliance Officer, or you may input your employment data directly onto the Form AA-202 located on our website, with a copy to the Public Agency Officer. To access the Division's website, simply follow these steps:

1. Type www.state.nj.us/treasury/contract_compliance/.
2. Select the "Premier Business Services Online Forms Account Instructions" link.
3. Please follow all the instructions to set up online access to the web application.

The web application will provide access to current and past reports that can be printed and submitted to the Public Agency awarding the contract as required.

NJ Department of Labor & Workforce Development
Construction EEO Monitoring Program
PO Box 209
Trenton, New Jersey 08625-0209
(609) 292-9550
Fax (609) 984-4023

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM**

**GOODS AND SERVICES VENDOR INSTRUCTIONS
FOR ONLINE SUBMISSION FORMS**

For your convenience and for renewal of Certificates only, all goods, general services and professional services vendors have two options in filing the Form AA-302, Employee Information Report and Vendor Activity Summary Report forms. You may complete the form manually and mail it to this Division, or you may renew the certificate online by inputting your employment data directly onto the AA-302 and Vendor Activity Summary Report located on our website. To access the Division's website, simply follow these steps:

1. Type www.state.nj.us/treasury/contract_compliance/.
2. Select "Online Submission/Payment of EE/AA Employee Information Report" and
3. Please follow all the "Online Submission Instructions".
4. If completing the forms manually please mail your forms and \$150.00 certificate fee, in the form of a check or money order, made payable to: "Treasurer, State of New Jersey" to the address below:

NJ Department of the Treasury
Division of Purchase and Property
Contract Compliance and Audit Unit
EEO Monitoring Program
PO Box 206
Trenton, NJ 08625-0206
Telephone (609) 292-5473
Fax (609) 292-1102

**Sample Training Fund Verification Notice
For State Agencies, Independent Authorities, Colleges and
Universities Only
(Use Agency Letterhead)**

<Date>

Department of Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206
Trenton, New Jersey 08625-0206

Dear Sir or Madam:

Please be advised that <name of contracting agency> awarded contracts totaling <amount> for renovations to the <title of construction project> .

In accordance with N.J.A.C. 17:27-12.1 and EO 151 and P.L.2009, c.313 and 335, the <name of State agency> has allocated and released <amount> to the New Jersey Department of Labor and Workforce Development on <date> for the financing of outreach and training programs for minorities and women in the construction trades.

By this notification we have met the EEO/AA requirements with respect to the training fund allocation.

Sincerely,

Jane Doe, PACO

c:

**Sample Training Fund Verification Notice
For Local Government Only
(Use Agency Letterhead)**

<Date>

Department of Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
PO Box 206
Trenton, New Jersey 08625-0206

Dear Sir or Madam:

Please be advised that <name of contracting agency> awarded contracts totaling <amount> for the <title of construction project> .

In accordance with the P.L.2009, c.313, the <name of Public agency> has allocated <amount> on <date> for the financing of outreach and training programs for minorities and women in the construction trades. As per your directive, we have allocated these funds in our records only and are holding their release to the Dept. of Labor & Workforce Development in abeyance until certain issues regarding the law's implementation have been addressed by the Attorney General.

By this notification we have met the EEO/AA requirements with respect to the training fund allocation.

Sincerely,

Jane Doe, Business Administrator

c:

Additional Mandatory Construction Contract Language For State Agencies, Independent Authorities, Colleges and Universities Only

Executive Order 51 (Corzine, August 28, 2009) and P.L.2009, c.335 include a provision which require all state agencies, independent authorities and colleges and universities to include additional mandatory equal employment and affirmative action language in its construction contracts. **It is important to note that this language is in addition to and does not replace the mandatory contract language and good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.** The additional mandatory equal employment and affirmative action language is as follows:

It is the policy of the **[Reporting Agency]** that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the **[Reporting Agency]** to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the **[Reporting Agency's]** satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the **[Reporting Agency's]** contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the **[Reporting Agency]** with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the **[Reporting Agency]** no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27-1.1 et seq.

To ensure successful implementation of the Executive Order and Law, state agencies, independent authorities and colleges and universities must forward an Initial Project Workforce Report (AA-201) for any projects funded with ARRA money to the Dept. of LWD, Construction EEO Monitoring Program immediately upon notification of award but prior to execution of the contract.

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Attachment 2

**PAYROLL CERTIFICATION FOR
PUBLIC WORKS PROJECTS**

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Attachment 3

PREVAILING WAGE RATE NOTICE

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WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Tel: 609-292-2259) or by accessing the Department of Labor's web site at

<https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html>

The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, *et seq.*).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.

SCE-R8125.Y24
January 2025

Purchase of Water Valve Maintenance Trailer
Morris County Municipal Utilities Authority

Attachment 4

SAMPLE GENERAL MAINTENANCE BOND

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MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ as principal, and _____

_____ a corporation of the State of _____

_____ as Surety, are held and firmly bound unto _____

_____ (herein after called the Obligee), in the penal sum of _____

dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with said Obligee, dated the _____ day of _____, 20_____, (hereinafter called the Contract) for the construction of _____

Which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that the said Principal will remedy, without cost to the Obligee, any defects which are proven to have resulted from defective materials, poor workmanship, or failure to comply with any conditions of said Contract. The obligation under this bond shall commence on the date of final acceptance of said Contract and continue in full force and effect for a period of _____ year(s); otherwise it shall remain in full force and effect.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the Contract Drawings and Specifications therefore shall in anyway affect the obligation of said surety or its bond.

SIGNED, SEALED, AND DELIVERED, this __ day of _____, 20__

(Individual Principals Sign Here)

_____ (Seal)

In the Presence of:

_____ (Seal)

_____ (Seal)

_____ (Seal)

(Corporate Principals Sign Here)

ATTEST:

By _____

(Surety Sign Here)

1. The full Legal name and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a Partnership, the full names of all partners must be inserted in the first paragraph, which must recite that they are the Partners composing the Partnership (to be named), and all Partners must execute the Bond as individuals.
3. The State of Incorporation of each Corporate party to the Bond must be inserted in the first paragraph and the Bond must be executed under the Corporate Seal of the Party attested by its Secretary or other appropriate officer.
4. The Date of the Bond must not be prior to the date of the Contract.
5. Power of Attorney and Financial Statement must be attached to the bond.

The rate of premium on this bond is _____ per thousand.

Total amount of premium charges \$ _____

(The above must be filled in be Corporate Surety)

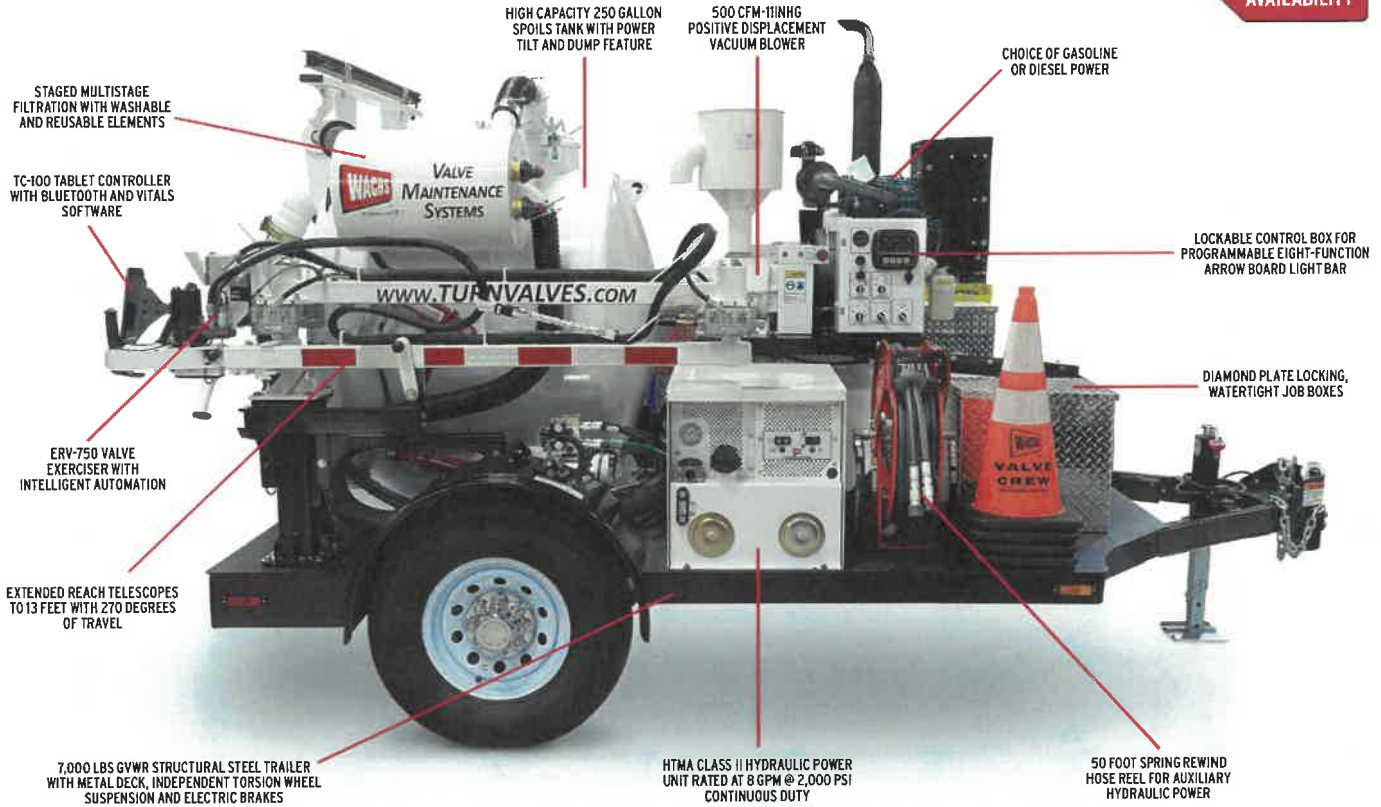


Utility Products
The Valve Maintenance Experts™

Standard LX VMT
Valve Maintenance Trailer

Complete, Portable, Self-Contained Valve Maintenance System

**RENTAL
AVAILABILITY**



**TRUE
HANDS-FREE
VALVE EXERCISING**

**FULLY
ENGINEERED
VALVE MAINTENANCE
SYSTEM**

**UNMATCHED
FUNCTIONALITY &
STORAGE**

Wachs Standard LX VMT trailer is the industry standard for a self-contained, portable system that includes all the tools needed for municipalities and water organizations to complete a valve maintenance program.

The Standard LX trailer comes equipped with our industry-leading ERV-750 extended reach valve exerciser, plus the TC-100 wireless handheld tablet controller/datalogger with GPS and VITALS®. Wachs VITALS software eliminates misdirection and over-torquing of valves, allowing you to set torque limits and record infrastructure details including

location, valve-operating direction, torque applied and more.

Other standard equipment includes a powerful 500CFM-11 inHg vacuum, with a 250 gallon spoils tank that features a hydraulic slide, tilt & dump and power latching rear discharge door. Configured with large, watertight and lockable diamond plate storage boxes, it includes the Valve Box Buddy portable vault cover magnetic lifting tool, making it more versatile than ever. For those preferring a truck mounted system the Standard LX is also available as a VMS valve maintenance skid.



Standard LX comes complete with TC-100 tablet controller with VITALS® software preloaded



Utility Products

The Valve Maintenance Experts™

Standard LX VMT

Valve Maintenance Trailer

Trailer:	7000 lb. (3175 Kg) GVWR single axle trailer, frame structural steel with metal deck, torsion wheel suspension, electric brakes, LED lighting, Pintle hitch w/ safety chains
Gasoline Engine:	27 HP Kohler Command Pro, electronic ignition, v-twin 4 stroke, air cooled
Diesel Engine:	26 HP Kubota Tier 4 compliant, 1.1 liter 4 stroke I-3 liquid cooled IDI
Fuel Tank:	10 gallon (38 liter) DOT approved aluminum tank, formed end caps, fuel gauge
Valve Exerciser:	ERV-750 extended reach, 750 ft-lb articulating arm valve exerciser
Controller:	TC-100 tablet controller and datalogger with VITALS software & Bluetooth
Vacuum:	500 CFM-11 inHg positive displacement vacuum blower
Spoils Tank:	250 gallon (946 liter) tank with hydraulic powered slide, tilt, dump feature
Spoils Handling:	Heavy duty 20 foot x 3 inch diameter flex hose with 3 steel suction wands
Washer System:	High pressure system with 95 gallon (360 liter) fresh water tank
Washer Reel:	50 foot (15.2M) retractable washer hose reel with short and long wands
Washer Pump:	Clutch operated, dual belt drive, 2.5 GPM @ 3,000 PSI
Hydraulic Power Unit:	HTMA Class II circuit, fan cooled heat exchanger, 8 GPM @ 2000 PSI
Hydraulic System:	10 gallon (38 liter) hydraulic reservoir, 50 foot (15.2M) hydraulic hose reel
Light Package:	LED spotlights and programable arrow board with locking control panel
Job Boxes:	Heavy duty, locking, watertight diamond plate aluminum, with gas springs
Cover Lifter:	Valve Box Buddy lifter for removal of cast iron or steel valve box covers



Expanded storage with locking diamond plate watertight job boxes for added security



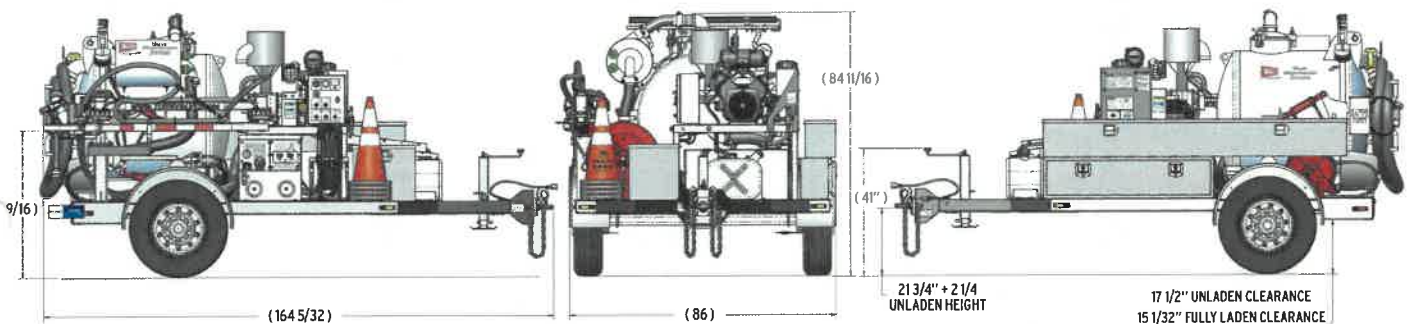
ERV-750 uses unique disk brake system for rigidity, and hydraulic sensors for true hands-free operation



All major systems and operating controls are located curbside for operator safety

OPTIONAL EQUIPMENT

- Additional telescoping valve keys and extensions
- 45 lb. hydraulic breaker and attachments
- Trimble R2 GNSS receiver, with centimeter accuracy
- Valve Nut Rx replacement valve nut kit
- Hydraulic powered dewatering pumps
- Diamond Wire Guillotine pipe saw



Standard LX VMT

Valve Maintenance Trailer System

Valve Exercising Equipment		Yes	No	Specify
ERV-750 Patents: #9,523,443 #9,188,240 #9,038,667 #8,025,078	An articulating arm, automated valve operator, utilizing proprietary intelligent automation (VITALS) to control torque, direction, and turns. Dual arms (one telescoping) provide 13' [3.9 m] reach over 270 degrees of freedom while automatic hydraulic disk brakes safely secure equipment in any position during operations up to 750 ft/lbs [1016 Nm] of torque. Constructed of 3" [76 mm] square steel tube. Powder coated for long life. A lightweight, telescoping valve key is also provided.	X		
Valve Machine Intelligent Automation (VITALS) Patent: #5,937,373	Wachs valve exercisers utilize proprietary "no assumption" automation technology to safely and effectively turn valves using AWWA recommended procedures. This technology protects the operators by keeping their "hands off" the machine while exercising the valve and protects the valve by not assuming size, direction, or current position. Torque is applied until the device senses resistance, causing the programming and sensors to automatically stop the rotation and reverse in half-turn increments to flush calcification from the valve gate. This patented automation process always exercises valves at the minimum torque required to turn, then automatically lowers the preset threshold once rotation begins so the impact at end of valve travel is soft as possible.	X		
TC-100 Controller (#79-422-05)	Ruggedized Win10 Pro Tablet Controller to operate and collect data for either arm (ERV-750) or slide (TM-6 upgraded & TM-7) style valve exercisers. The TC-100 includes a built-in GPS and bright touch screen display. TC-100 is water resistant and meets IP68 and MIL-STD-810G military specifications. Trimble R2 GPS upgrade kit 79-412-02 (Submeter without subscription or down to Centimeter with subscription service) optionally available.	X		
Data Management	Fully compatible with the VITALS database, infraMap with VITALS, Unity with VITALS, or Sedaru with VITALS GIS software packages enabling full data logging and synchronization between the handheld and your ArcGIS database. Allows importing/exporting of existing data labels and categories with user-defined fields.	X		

Power Pack		Yes	No	Specify
Engine	Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine EPA Tier 4F & EU Stage IIIA emission compliant (trailer #77-000-38) Kohler 27 HP [20.1 KW] gasoline, model CH7405 Command Pro27 (trailer #77-000-36)			Select Engine
Fuel Tank	Fabricated 10 gallon (38L) aluminum alloy tank utilizing rolled mid section and stamp formed end caps. Complies with all Federal Motor Carrier Safety Administration requirements for non-side mounted fuel tanks.	X		
Battery	12V, 550 CCA, Size 24 deep cycle battery fully enclosed and mechanically secured.	X		
Controls	Digital tachometer, engine hour meter, volt meter, vacuum gauge, spoils dump switch, spoils door switch, water/vacuum selector switch, arrow board control and service light switch.	X		
Vacuum Pump	Clutch operated, dual belt drive, positive displacement rotary lobe (Roots Type) blower. Vacuum performance of 500 CFM [14 CMM] @ 11 inches of Hg [37.2 kPa] produces conveying velocity rating of 10,185 FPM [3,104 MPM] through 3" [76 mm] hose.	X		
Water Pump	Clutch operated, dual belt drive, 2.5 GPM [9.4 lpm] @ 3,000 PSI [206 BAR] pump.	X		
Hydraulic System	HTMA class II direct-coupled pump rated at 8 GPM [30 LPM] @ 2,000 PSI [138 BAR] continuous duty. 10 gallon [37 L] hydraulic reservoir with thermostatic controlled fan cooled heat exchanger (factory set at 120F/49C). Hydraulic circuits controlled via solenoid operated control valve with pressure neutral, return to tank default position or if over temp is signaled (185F/85C). All electrical terminations are Deutsch IP67 waterproof connectors; hydraulics are leak-tight JIC or O-ring face. Reservoir cleaning, filler neck, and filter are all easily accessed through the front panel. Instrumentation includes an oil level gauge, temperature gauge, pressure gauge, and selector switch for the hydraulic circuit with status lights.	X		



Spoils - Rear Discharge (pump specifications in the Power Pack section)		Yes	No	Specify
Debris Holding Tank	250 gallon [946 L] holding capacity. Top-hinged, full-opening dump door with twin hydraulic remote operation door latches, sure seal square gasket, vacuum break valve, 6" [152 mm] mechanical ball shut-off, and 3" [76 mm] dump valve.	X		
Filtration	Staged filtration consisting of a heavy material drop out debris tank and a self-contained multi-stage filter canister with a 10 micron polyester reusable cartridge. All filters washable and reusable.	X		
Dumping	Twin cylinder, electric over hydraulic dump system, powered by Monarch HPU. The slide and tip system moves the tank out before tilting to clear the trailer for dumping, then lifts to 55 degrees to drop debris.	X		
Dump Chute	10 gauge, rolled Stainless Steel	X		
Hose and Wands	3" x 20' [76 mm x 6 m] suction hose with 2.5" [63 mm], 1.25" [31 mm] and .875" [22 mm] x 8' [2.4 m] long steel suction wands.	X		

Pressure Washer (pump specifications in the Power Pack section)		Yes	No	Specify
Water Holding Tank	90 gallon [340 L] clean water holding tank with 8" [203 mm] fill neck.	X		
Winterization	Low point drain for held water & recirculation system allows operation in sub-zero temperatures. A separate (3) gallon [11 L] antifreeze tank with two position selector valve allows pump to source antifreeze and prime entire system.	X		
Hose and Wands	50' [15.2 m] hose on spring rewind hose reel uses quick disconnects to change between the (2) included wands; one with a zero degree nozzle for digging and 45 degree, fan wash down "shorty" wand.	X		

Trailer		Yes	No	Specify
Frame	7,000 lbs [3175 Kg] GVWR trailer with single axle, independent torsion wheel suspension and electric brakes. All structural steel construction (no tubing) with metal deck. Tongue weight is 850 lbs [386 Kg] dry.	X		
Lighting	DOT approved grounded LED lighting with environmentally sealed corrosion resistant connectors.	X		
Finish	Entire trailer is solvent washed and phosphoric etched. All seams are caulked then a two-part urethane paint (color white/black) is applied. Components are finished in Oxford White two part urethane paint.	X		
Pintle Hitch	Pintle with Safety Chains	X		
Safety Compliance	Member of the National Association of Trailer Manufacturers (NATM) and verified compliant with NATM Guidelines. Guidelines are a compilation of federal safety standards, regulations and industry best practices that govern trailer construction. Compliant manufacturers have third-party expert verification the trailer meets Federal Motor Vehicle Safety Standards.	X		

LX Package		Yes	No	Specify
Job Boxes	Dual heavy duty curbside plus front deck locking, polished aluminum diamond plate job boxes, with 90 degree lid hinges with restraint chains or gas struts and watertight seals.	X		
Lifter	Valve Box Buddy magnetic lifter designed for removal of cast iron or steel valve box cover.	X		
Service Lighting	Programmable eight-function arrow board light bar features six lighting sections, dual-mounted swiveling LED work lights, and a control box.	X		
Bluetooth Tether	Wireless control of your valve exercising machine via a secure Bluetooth connection.	X		
Hydraulic Hose Reel	50' [15.2 m] spring rewind hose reel with quick disconnects for auxiliary hydraulic power.	X		



E.H. Wachs Equipment Warranty

This Equipment Warranty applies to all E. H. Wachs new, used, and repaired machines, components or accessories that have been manufactured by E. H. Wachs, under the following warranty policies, extended to the original purchaser only.

1. 1 year Warranty

E.H. Wachs warrants that all parts and equipment manufactured by Wachs shall be free from defects in material and workmanship under normal use and service for a period of 1 year from ship date. Wachs obligation under this warranty shall be limited to the repair or replacement of any parts or equipment that, upon examination by Wachs, shall be deemed defective. Wachs shall assign manufacturer warranties for parts and equipment manufactured by others, such as motors, engines, tires, etc. Purchaser shall use Wachs parts or equipment according to the directions or operating manual furnished. Any failure by the purchaser to properly use the parts or equipment shall absolve Wachs of all warranty liabilities and obligations hereunder.

2. Warranty Limitations

E.H. Wachs warranties do not extend to normal wear and maintenance, or to any parts or equipment subjected to misuse, neglect, accident, improper maintenance, altered or modified. No person, agent, distributor, dealer, service station or company is authorized to change, modify, or extend the terms of these warranties in any manner whatsoever. The repair warranty is limited to the items replaced at the time of repair.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY OF E.H. WACHS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WACHS BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

PURCHASER RESPONSIBILITIES

WACHS warranties are expressly subject to the following conditions:

- You must contact E.H. WACHS to receive a Return Materials Authorization number (RMA)
- You must notify E.H. WACHS of any defect you may discover in parts or equipment within 1 year (of ship date) and such notice must be made to Wachs at:

Phone: (847) 537-8800

Phone: (800) 323-8185

Fax: (847) 520-1147

Address: E. H. Wachs

600 Knightsbridge Parkway

Lincolnshire, IL 60069₁

TO SERVE YOU BETTER, WE ASK THAT THE PERSON RESPONSIBLE FOR MAINTENANCE OR USE OF THIS EQUIPMENT PLEASE REGISTER YOUR NEW TOOL WITH E.H. WACHS BY COMPLETING AND FAXING THE WARRANTY REGISTRATION REPLY FORM. KEEP THIS INFORMATION WITH YOUR EQUIPMENT RECORDS.

HAVING THIS INFORMATION ON HAND FOR YOUR REFERENCE AIDS US IN HELPING YOU ANY TIME SERVICE MAY BE REQUIRED.