MORRIS COUNTY MUA

Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Reivax Contracting Corp.

_____, Hereinafter called the Principal, as Principal, and the_____

Western Surety Company of 151 N. Franklin Street, Chicago, IL 60606 a corporation duly organized

under the laws of the State of SD, 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 the total bid price but not in excess of twenty thousand 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 #2025-W02 Pleasant Hill Road 24-Inch PCCP Retirement, Phase II

_____

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 20th day of November , 20 25 . In the presence of:

Reivax Contracting Corp. (SEAL)

(Principal)

Kimberly A Pimenta

(Witness) Kimberly A. Pimenta

Xavier Pimenta-Vice President

(Title)

Western Surety Company (SEAL)

(Surety)

Annie Kielblock

(Witness) Annie Kielblock

(SEAL)

(Title) Thomas J. Henn
Attorney-In-Fact

MORRIS COUNTY MUA

Surety Acknowledgement

STATE OF NJ)
) SS:
COUNTY OF Union)

On this 20th day of November in the year 20 25 before me personally came Thomas J. Henn to me known, who being by me duly sworn, did depose and say, that he resides in Pittstown, NJ,

that he is the Attorney-In-Fact of Western Surety Company,

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)

SUSAN BULMAN-DITCHKUS
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2406166
MY COMMISSION EXPIRES MAR 24, 2026

CONTRACTOR ACKNOWLEDGMENT

STATE OF New Jersey)
) SS:
COUNTY OF Morris)

On this 20th day of November in the year 2025, before me personally came Xavier Pimenta to me known, who being by me duly sworn, did depose and say, that he resides in Watchung, NJ; that he is the Vice President of RE/MAX Contracting Corp, 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)

Xavier Pimenta-Vice President

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John P Hyland, Daryl LaForge, Susan Bulman-Ditchkus, Thomas J Henn, Denise Dingus, Eric S Sutter, Individually

of Morristown, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of September, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of September, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of November, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2024

ASSETS

Bonds	$	1,977,426,497
Stocks		14,281,828
Cash, cash equivalents, and short-term investments		55,103,010
Investment income due and accrued		17,819,818
Premiums and considerations		84,144,805
Amounts recoverable from reinsurers		(4,320,189)
Net deferred tax asset		18,694,198
Receivable from parent, subsidiaries, and affiliates		11,631,758
Other assets		580,232
Total Assets	$	2,175,361,957

LIABILITIES AND SURPLUS

Losses	$	264,641,145
Loss adjustment expense		56,935,932
Commissions payable, contingent commissions and other similar charges		13,946,448
Taxes, license and fees (excluding federal and foreign income taxes)		4,432,923
Federal and foreign income taxes payable		711,402
Unearned premiums		339,078,542
Advance premiums		6,415,557
Ceded reinsurance premiums payable (net of ceding commissions)		2,586,994
Amounts withheld or retained by company for account of others		3,710,405
Provision for reinsurance		387,964
Payable to parent, subsidiaries and affiliates		5,975
Other liabilities		31,970
Total Liabilities	$	692,885,257

Surplus Account:			
Common stock	$ 4,000,000		
Gross paid in and contributed surplus	286,896,195		
Unassigned funds	1,191,580,505		
Surplus as regards policyholders		$	1,482,476,700
Total Liabilities and Capital		$	2,175,361,957

I, Julie Lee, Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2024, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Vice President, Accounting Policy & External Reporting

Subscribed and sworn to me this 13th day of March, 2025.

My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public - State Of Illinois
My Commission Expires
September 24, 2025

By Yolanda Jimenez
Notary Public

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

Western Surety Company , 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, 2024 (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):

Deloitte & Touche LLP, 115 S. Wacker Drive
Chicago, IL 60606

Western Surety Company - Capital $4,000,000; Policyholders' Surplus (Including Capital) $1,482,476,700

(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):

$147,759,000 Effective August 1, 2025

(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

MORRIS COUNTY MUA

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):

n/a

(4) The amount of the bond to which this statement and certification is attached is $ ten percent of the total bid price but not in excess of twenty thousand $10% NTE $20,000)

(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:

n/a

; and

(b) Each surety that is party to any such contract of reinsurance certifies that each re-insure 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.

MORRIS COUNTY MUA

Surety Disclosure Statement and Certificate

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

I Thomas J. Henn, as Attorney-In-Fact for
(Name of Agent) (Title of Agent)

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

type of business organization) (circle one) domiciled in SD, 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)

Thomas J. Henn
(Printed Name of Certifying Agent)

Attorney-In-Fact
(Title of Certifying Agent)

November 20, 2025

Type text here

MORRIS COUNTY MUA

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 20th day of November, 2025

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

Western Surety Company

By _____
Surety Company
Attorney-in-Fact Thomas J. Henn

Attest:

Annie Kielblock

Annie Kielblock

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John P Hyland, Daryl LaForge, Susan Bulman-Ditchkus, Thomas J Henn, Denise Dingus, Eric S Sutter, Individually

of Morristown, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of September, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of September, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 20th day of November, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Contract Set No.____

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR:

PLEASANT HILL ROAD 24-INCH PCCP RETIREMENT – PHASE II

FILE NO.: SCE-R8125.Y25
MCMUA Contract No: 2025-W02

MORRIS COUNTY MUA
MUNICIPAL UTILITIES AUTHORITY

BOARD MEMBERS

Christopher Dour –Chair

Maria Farris– Vice Chair

James Barry – Laura Szwak – Dorothea Kominos

Dr. Arthur Nusbaum – Larry Ragonese - Frank Druetzler – Ron Smith

LARRY GINDOFF, EXECUTIVE DIRECTOR

OCTOBER 2025

BIDDER: REMAX Contracting Corp
ADDRESS: 165 River Road
Flemington, NJ 08822
TELEPHONE: 908-864-4253

STATE OF NEW JERSEY — ANNA F. SANTINO — No. 24GE05571600 — PROFESSIONAL ENGINEER

10/10/2025
ANNA F. SANTINO, PE — **DATE**
NJPE LICENSE #24GE05571600

STATE OF NEW JERSEY — MICHAEL K. MCALOON — 24GE05346500 — PROFESSIONAL ENGINEER

10/10/2025
MICHAEL K. MCALOON, PE — **DATE**
NJPE LICENSE #24GE05346500

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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MORRIS COUNTY

MUNICIPAL UTILITIES AUTHORITY

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 **November 20, 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#2025-W02 PLEASANT HILL ROAD 24-INCH PCCP RETIREMENT – PHASE II

- The Contract will allow **120** calendar days for completion of the work from the notice to proceed.

Obtaining Proposal Documents:

- The bidding documents are available at **https://www.suburbanconsulting.com under Bid Postings and/or www.questcdn.com, Reference Quest Number 9909629**. To be considered a plan holder, register with QuestCDN.com for a free Regular membership and download the bidding documents for **$22.00**. Bidders must download the documents and become a registered plan holder as plan holder's receive automatic notice of addenda and bid updates. Only registered bidders will be allowed to submit a bid. Interested parties may view the bidding documents at no cost prior to deciding to become a plan holder. Contact QuestCDN Customer Support at 952-233-1632 or Support@questcdn.com for assistance in membership registration and downloading digital bidding documents.

Submission of Bid:

- Bids are to be submitted to the following address:

  370 Richard Mine Road
  Wharton, NJ 07885
  Re: Bid#2025-W02 Pleasant Hill Road 24-Inch PCCP Retirement – Phase II
  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.

- **Bidders shall submit a minimum of three (3) references for previous work completed utilizing prestressed concrete cylinder pipe (PCCP).**

- 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.
- Bid proposals must be accompanied by a bid security, by way of a certified check, cashier's check, or bid bond, in the amount of ten percent (10%) of the total amount of the bid, but not in excess of twenty thousand ($20,000) dollars, made payable to the Morris County Municipal Utilities Authority ("MCMUA")

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 through the Question and Answer feature for the project at **https://www.suburbanconsulting.com under Bid Postings** and/or **www.questcdn.com**, **Reference Quest Number 9909629.** 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 through the QuestCDN platform 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

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: October 14, 2025
- Deadline for Submission of Written Questions Regarding Bid Documents: November 6, 2025
- Bids Due: November 20, 2025 at 2:00pm
- Contract Award: December 9, 2025

Date and Place of Bid Opening

The MCMUA shall receive sealed Bids on **November 20, 2025 at 2:00pm** prevailing time at the MCMUA's office located at 370 Richard Mine Road in Wharton, New Jersey 07885.

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 **Thursday, November 6, 2025.** Any questions concerning the Bid Documents should be submitted through the Question and Answer feature for the project at **https://www.suburbanconsulting.com under Bid Postings** and/or **www.questcdn.com, Reference Quest Number 9909629**. 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.

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.

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

MORRIS COUNTY MUA

Definitions

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 Qualified 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.

- One (1) original and one (1) copy of the Bid proposal shall be submitted at the time of the Bid opening.

- On all copies of the Bid proposals 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 must 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 Bid 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.

- 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 maybe 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 alternation, items not called for in the bid proposal form, attachment of additive 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 Administrative Documents 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 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 by an (X) shall be applicable to this bid and be made a part of the bidding documents:

- Bid Guarantee __X__

  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 MCMUA. When submitting a Bid Bond, it shall contain Power of Attorney for fill' amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the 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 ___X____

  Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the MCMUA stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A.. 40A: 11-22. **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 ____X___

  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 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.**

- Maintenance Bond __X___

  Successful bidder shall upon acceptance of the work by the OWNER submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

  __X__ 1 year ____ 2 years

  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 maintenance bond is a requirement to close out the contract.**

SECTION III – INTERPRETATION & ADDENDA – BIDDER'S 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 if issued will be available through the QuestCDN platform not later than seven (7) business days, Saturdays, Sundays and holidays excepted, prior to the date fixed for the opening of bids.

- 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.

- 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.

- Non-Mandatory Pre-Bid Conference/Site Tour

  Pre-Bid meetings and site tours are encouraged but ***not*** mandatory. All Prospective bidders are strongly encouraged to attend Pre-Bid Conference/Site Tour as outlined in the schedule of events if applicable.

- Site Investigation & Representation

  The bidder acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this contract. Any failure by the bidder to acquaint himself with all the available information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

  Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the

owner by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.

Or unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the Owner may, if the Owner determines the facts so justify consider and adjust any such claims asserted before the date of the final payment.

Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures.

No extra compensation will be paid for rock excavation or varying geologic features encountered on the project, unless so shown as a bid item in the Bid Schedule for bid.

- Deviations

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. Any deviation, however, may result in the bid being rejected. 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 – BRAND NAMES, PATENTS & STANDARD OF QUALITY

- Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.

- It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The MCMUA reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.

- In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the MCMUA harmless from any damages resulting from such infringement.

- Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.

- Wherever practical and economical to the MCMUA, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.

- All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

- The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION VI - BID OPENING / ANALYSIS & AWARD

- Acceptance of Bids

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necessary or expedient for the MCMUA so to do. And, if the Contractor be delayed in the completion of the work by any act or neglect of the MCMUA, or any other contractor employed by the MCMUA, or by changes in the work, or by strikes, lockouts, fire, unusual delay by carriers, unavoidable casualties, or any cause beyond the Contractor's control or by any cause which the Engineer shall decide to justify the delay, then for all such delays and suspensions, the Contractor shall be allowed one day additional to the time herein stated for each and every day of such delay so caused in the completion of the work, the same to be ascertained by the Engineer and a similar allowance of extra time will be made for such other delays as the Engineer may find to have been caused by the MCMUA. No such extension shall be made for any reason unless within ten (10) days after the beginning of such delay, a written request for additional time shall be filed with the Owner.

F-3. COMPENSATION TO MCMUA FOR TIME EXTENSION

The MCMUA, in exchange for granting an extension of time for avoidable delay, shall be compensated by the Contractor for the actual costs to the MCMUA of engineering, inspection, general supervision and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension. The actual costs do not include charges for final inspection and preparation of the final estimate by the Owner.

F-4. ACCEPTANCE OF WORK.

Upon Completion of the work, or a portion thereof, the Contractor shall so notify the Engineer in writing. Upon receipt of the notification, the Engineer will promptly, by personal inspection, determine the actual status of the work in accordance with the terms of the contract. If he finds materials, equipment or workmanship which do not meet the terms of the contract, he shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Engineer shall notify the MCMUA that the work has been completed in accordance with the Contract. Final determination of the acceptability shall be made by the MCMUA. Upon acceptance of the work, the MCMUA shall immediately file a notice of completion. The conditions of guarantee shall commence on the date that the MCMUA files a notice of completion.

The MCMUA shall have the right to take possession of and use completed or partially completed portions of the work notwithstanding the time for completing the work or such portions may not have expired. Such taking possession and use shall not be deemed as completion or acceptance of parts of the work. If such prior possession or use increases the cost of the work, the Contractor shall be entitled to claim for extra compensation within five calendar days of each occurrence. The amount of extra compensation shall be determined in accordance with the procedures given herein for determination of change order cost. The Contractor shall not claim extra compensation for possession of portions of the work specifically required by the contract.

SECTION F – MEASUREMENT AND PAYMENT

F-1 CHANGES IN THE WORK

The MCMUA may order extra work or make changes by altering, adding or deducting from the work without invalidating the Contract. All such work shall be executed under the conditions of the original Contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The value of such extra work shall be determined by one of the following means:

1. By estimate and acceptance in a lump sum, with a schedule of values.
2. By unit prices named in the Contract or subsequently agreed upon.
3. By cost and percentage or by cost plus a fixed fee.

It is understood that the MCMUA reserves the right to have any extra work done by any person, persons, or corporation other than the Contractor if an agreement upon the prices to paid for such extra work cannot be promptly reached between the MCMUA and the Contractor. The Contractor agrees to make no claim for damages or for any privileges or rights other than that provided in the Contract by reason of such work by others.

If the Contractor shall claim compensation for any alleged damages sustained by reason of acts of the MCMUA or its agents, the Contractor shall immediately notify the Owner so that a proper appraisal can be made. Within five (5) days thereafter, the Contractor shall submit to the Owner a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be entitled to payment unless as hereinbefore specified.

F-2 EXTENSION OF TIME

The MCMUA shall have the right to defer the beginning or to suspend the whole or any part of the work herein specified to be done whenever, in the opinion of the Engineer, it may be

part of the Contractor or his subcontractors. Delays in completion of the work of other contractors employed by the MCMUA will be considered unavoidable delays insofar as they interfere with the Contractor's completion of work.. Delays due to normal weather conditions shall not be regarded as unavoidable as the

Contractor agrees to plan his work with allowances for interference by normal weather conditions.

C. EXTENSION OF TIME:

1. AVOIDABLE DELAYS: In case the work is not completed in the time specified, including extension of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for those costs incurred by the MCMUA which are attributable to the fact that the work was not completed on schedule.

The MCMUA may grant an extension of time for avoidable delay if it deems it in its best interest. If the MCMUA grants an extension of time for avoidable delay, the Contractor agrees to pay actual costs including charges for engineering inspection and administration as specified in Section A-6 incurred during the extension.

2. UNAVOIDABLE DELAYS: For delays which the Contractor considers to be unavoidable, he shall submit to the Owner complete information demonstrating the effect of the delay on the controlling operation in his construction schedule. The submission shall be made within 30 calendar days of the occurrence which is claimed to be responsible for the unavoidable delay. The Owner shall review the Contractor's submission and determine the number of days of unavoidable delay and the effect of such unavoidable delay on controlling operations of the work. The MCMUA agrees to grant an extension of time to the extent that unavoidable delays affect controlling operations in the construction schedule. During such extension of time, neither extra compensation or engineering inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and MCMUA that time extensions delay involve controlling operations which would prevent completion of the whole work within the specified contract time.

E-2 SUSPENSION PROCEDURES

The MCMUA may, at its convenience and at any time and without cause, suspend, delay or interrupt all or any part of the work for a period of not more than 90 days by notice in writing to the Contractor. The MCMUA shall fix the date on which the work shall be resumed. The work shall be resumed by the Contractor within 10 days after receiving written notice from the MCMUA to do so. The Contractor will be allowed an increase in the contract price or an extension of contract time or both directly attributable to any suspension if he makes a claim therefore as provided in the paragraphs related to change of contract price and change of contract time.

E-3 USE OF COMPLETED PORTIONS OF THE WORK

performed or fulfilled under this contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The MCMUA and the Contractor agree that guarantee on the equipment possessed and used by the MCMUA shall commence on the date that the MCMUA takes possession of the equipment and so notifies the Contractor in writing. MCMUA and the Contractor further agree that such taking possession and use shall not be deemed as completion or acceptance of any part of the work. Takeover of equipment shall be at the MCMUA's option and will not be made until the equipment can be put into routine service on a permanent basis.

SECTION E – PROGRESS AND COMPLETION

E-1 CONTRACT TIME

A. GENERAL:

During periods when weather or other conditions are unfavorable for construction, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work where acceptable quality or efficiency will be affected by unfavorable conditions shall be constructed while those conditions exist. It is expressly understood and agreed by and between the Contractor and the MCMUA that the contract time for completion of the work described herein is a reasonable time taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

B. DELAYS:

1. NOTICE OF DELAYS: When the Contractor foresees a delay in the prosecution of the work and in any event immediately upon the occurrence of a delay which the Contractor regards as unavoidable, he shall notify the Owner in writing of the occurrence of such delay and its cause. The Contractor shall then take immediate steps to prevent continuance of the delay. If this cannot be done, the Owner shall determine how long the delay shall continue and to what extent the prosecution and completion of the work are being delayed thereby. He shall also determine whether the delay is to be considered avoidable or unavoidable and shall notify the Contractor of his determination. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Owner at the time of their occurrence.

2. AVOIDABLE DELAYS: Avoidable delays in the prosecution of the work shall include delays which could have been averted by the exercise of care, prudence, foresight and diligence on the part of the Contractor or his subcontractors.

3. UNAVOIDABLE DELAYS: Unavoidable delays in the prosecution or completion of the work shall include delays which result from causes beyond the control of the Contractor and which could not have been averted by the exercise of care, prudence, foresight and diligence on the

In cases where quality compliance of materials or equipment is not readily determinable through inspection, the Engineer shall request that the Contractor provide properly authenticated documents, certificates or other satisfactory proof of quality. These documents, certifications and proofs shall establish performance characteristics, materials of construction and the physical or chemical characteristics of materials.

D-3. DEFECTIVE WORK

A. CORRECTION OF DEFECTIVE WORK

When the Engineer determines through inspection or otherwise, that material, equipment or workmanship incorporated in the project do not meet the requirements of the contract, the Engineer shall give written notice of the non-compliance to the Contractor. Within five days from the receipt of such notice, the Contractor shall undertake the work necessary to correct the deficiencies, and to comply with the contract. Failure of the Contractor to correct defective work is grounds for the MCMUA to take any appropriate corrective action and deduct the cost from monies due the Contractor.

B. RETENTION OF DEFECTIVE WORK:

Prior to acceptance of the project, the MCMUA may, at its option, retain work which is not in compliance with the contract if the Engineer determines that such defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable. The MCMUA also may retain defective work if in the opinion of the Engineer removal of such work is impractical or will create conditions which are dangerous or undesirable. Just and reasonable value for such defective work shall be judged by the MCMUA and appropriate deductions shall be made in the payments due or to become due the Contractor. Final acceptance shall not act as a waiver of the MCMUA's right to recover from the Contractor an amount representing the deduction for retention of defective work.

D-4. GUARANTEE

For a period of 365 calendar days commencing on the date of final acceptance of the work, the Contractor shall upon the receipt of notice in writing from the MCMUA, promptly make all repairs arising from defective materials, workmanship or equipment. The MCMUA is hereby authorized to make such repairs, if ten days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In the case of an emergency, where, in the opinion of the MCMUA, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the expenses in connection therewith shall be charged against the Contractor's performance guarantee.

For the purpose of this paragraph, "acceptance of the work" shall mean the acceptance of the work or a portion of the work by the MCMUA, in accordance with Section F-4. "Acceptance of the work" shall not extinguish any covenant or agreement on the part of the Contractor to be

SECTION C – SPECIFICATIONS

C-1. SUBMITTALS

Where required by the specifications, the Contractor shall submit specified information which will enable the Engineer to determine whether the Contractor's proposed materials or equipment are in general conformance to the design concept and in compliance with the Specifications.

C-2. INFORMATION PROVIDED BY CONTRACTOR

Information required for constructing, testing, operating or maintaining parts of the work shall be provided by the Contractor when specified. Unless otherwise specified, such information shall be provided at the time the referenced material or equipment is delivered to the job site. Information provided shall be as specified and includes such items as shop drawings, erection drawings, reinforcing steel schedules, testing and adjusting instructions, operations manuals, maintenance procedures, parts lists and record drawings. Such information is to be provided as part of the work under this contract and its acceptability determined under normal inspection procedures.

SECTION D – MATERIAL, EQUIPMENT AND WORKMANSHIP

D-1. GENERAL QUALITY

Unless otherwise specifically stated in the contract documents, the Contractor shall provide and pay for materials, labor, tools, equipment, fuel, freight, transportation, supervision and temporary construction of any nature and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. Material and equipment to be incorporated into the work shall be new and of a quality equal to that specified. Equipment offered shall be current models which have been in successful regular operation under comparable conditions. This requirement does not apply to minor details, nor to thoroughly demonstrated improvements in design or in materials of construction. Construction work shall be executed in conformity with the standard practice of the trade. Equipment shall meet all OSHA, F.M. Standards and be U.L. listed.

D-2. QUALITY IN ABSENCE OF DETAILED SPECIFICATIONS

Where the contract requires that materials or equipment be provided or that construction work be performed and detailed specifications of such materials, equipment or construction work are not set forth, the Contractor shall perform the work using materials and equipment that meet the standards of the trade in quality and workmanship, obtained from reputable suppliers, and installed following standard practices for performance of construction work.

delayed because of any act or omission of other contractors or of the MCMUA, the Contractor may submit for the Owner's consideration, a documented request for a change order.

D. DEVIATION FROM CONTRACTOR:

Neither the Contractor nor the MCMUA shall make an alteration or variation in, addition to, or deviation or omission from the terms of this contract without the written consent of the other party.

E. DIFFERING SITE CONDITIONS:

The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of:

1. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract.

2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

The Engineer shall promptly investigate the conditions. If he finds that such conditions do materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made by the MCMUA and the contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required, except that the MCMUA may extend the prescribed time.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

F. CLAIMS:

1. DETERMINATION BY ENGINEER: Questions regarding meaning and intent of the contract documents shall be referred by the Contractor in writing to the Engineer for his decision. The Engineer shall respond to the Contractor in writing with his decision. If the Contractor disagrees with the Engineer's decision or considers that the decision requires extra work, he shall, within five calendar days, notify the Engineer in writing of the disagreement or of the claimed extra work involved and of the estimated cost of said work.

P. USE OF PREMISES:

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to the limits indicated by easements, rights of way, permits, or directions of the Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of workmen or the integrity of the structure. The Contractor shall enforce the terms and conditions of all easement agreements between the Owner and third parties as related to this project.

B-4 OWNER-CONTRACTOR COORDINATION

A. SERVICE OF NOTICE:

Notice, order, direction, request or other communication given by the Owner to the Contractor shall be deemed to be well and sufficiently given to the Contractor if left at any office used by the Contractor or delivered to any of his officers, clerks or employees or posted at the site of the work or mailed to any post office addressed to the Contractor at the address given in the contract document or mailed to the Contractor's last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Contractor.

B. SUGGESTIONS TO CONTRACTOR:

Plan or method of work suggested by the Owner to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The MCMUA and SCE assume no responsibility, therefore, and in no way will be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

C. COOPERATION:

The Contractor agrees to permit entry to the site of the work by MCMUA personnel or other contractors performing work on behalf of the MCMUA. The Contractor shall afford MCMUA personnel or other contractors and their employees, reasonable access and shall not interfere with their activities upon the site of the work. The Contractor shall join his work to that of others and perform his work in proper sequence in relation to the work of others.

If requested by the Contractor, the Owner shall arrange meetings with other contractors performing work on behalf of the MCMUA to plan coordination of construction activities. The Owner shall keep the Contractor informed of the planned activities of other contractors.

Differences or conflicts arising between the Contractor and other contractors employed by the MCMUA or between the Contractor and MCMUA personnel with regard to their work, shall be submitted to the Owner for decision in the matter. If the work of the Contractor is affected or

L. INSPECTION AND TESTING OF MATERIALS:

1. All equipment and materials used in the construction of project, especially those upon which the strength and durability of the structure may depend, will be subject to inspection and testing, in accordance with accepted standards, to establish conformance with specifications and suitability for the use intended as determined by the Engineer.

2. The performance of tests and the engagement of the testing laboratory or agency shall have the prior approval of the Engineer.

M. ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees. The Contractor shall indemnify, keep and save harmless the MCMUA from all liabilities, judgments, costs, damages and expenses which may result from infringement of any patent by reason of the use of any proprietary materials, devices, equipment, or processes incorporated in or used in the performance of the work under the Contract. The Contractor shall furnish the MCMUA, before the completion of the Contract, satisfactory evidence that suppliers of proprietary materials, equipment, devices, or processes furnished or used in the performance of the work under this Contract have indemnified the Contractor from all liabilities, judgments, costs, damages and expenses which may arise from the use of such proprietary materials, equipment, devices or processes, furnished to the Contractor for incorporation in or use in performance of the work under this Contract and its operation by the MCMUA after acceptance of the work. Such satisfactory evidence shall consist of patent licenses or patent releases covering proprietary materials, equipment, devices or processes. The MCMUA, however, shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is required, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

N. CUTTING, PATCHING AND DIGGING:

The Contractor shall do all cutting, fitting, or patching for the work as required to make it come together properly. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor except with the written consent of the Owner. Any cost caused by defective or ill-timed work shall be borne by the contractor responsible therefore as determined by the Owner.

O. CLEANING UP:

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees and work, and at the completion of the work, he shall remove all his rubbish, tools, scaffolding and surplus materials from the project and shall leave his work "broom clean" or its equivalent, unless more exactly specified.

where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as excavations, well holes, hatchways, scaffolding, window openings, stairways and falling materials.

I. DAMAGE TO PERSONS AND PROPERTY:

In addition to the liability imposed by law upon the Contractor on account of bodily injury or death suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor agrees to indemnify and hold harmless the MCMUA, the County of Morris, its officers, boards, commissions, employees and agents (including the Engineer) against and from any and all claims, demands, causes of action, suits and proceedings, regardless of the merits of the same and from damages (including damages to MCMUA property), liability, costs or expenses of every type, all or any part thereof which arise by reason of any injury to any person or persons, including death or property damage, resulting from any act or omission of the Contractor or any subcontractor or anyone directly or indirectly employed by either of them in the prosecution of any work included in the Contract.

J. MATERIALS, SERVICES AND FACILITIES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, fuel, tools, equipment, freight, transportation, all other facilities including water, gas and electric services and all costs and expenses of every kind necessary for the execution, completion and delivery of the work within the specified time.

K. COMPLIANCE WITH SPECIFICATIONS OF MATERIALS:

Unless otherwise specifically provided elsewhere, all workmanship, equipment, materials and parts incorporated in the work covered by this Contract are to be equivalent to those specified in the technical portion of the Specifications.

Whenever the words "AS MAY BE DIRECTED," "SUITABLE," "OR EQUAL," "AS APPROVED," or other words of similar intent and meaning are used implying that judgment, discretion or decision is to be exercised, it is understood that it is the judgment, discretion or decision of the Engineer to which reference is made. All materials and articles of any kind necessary for the work are subject to the approval of the Engineer.

The Contractor will be held to furnish under the base bid all work as specified except as the Specifications may be modified prior to the opening of the bids by addenda and/or written approvals of equal items of equipment or material as provided for in the Information to Bidders. After execution of the Contract, changes of brand names, trade names, trademarked, patented articles, or any other substitutions will be allowed only by written order signed by the Engineer.

The Contractor shall be responsible for the protection of all work until its completion and final acceptance, and he shall, at his own expense, replace damaged or lost material, or repair damaged parts of the work. He shall take all risks from floods and casualties and shall make no claim for damages for delay from such causes. He may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions hereinbefore specified.

F. WATER, PUBLIC UTILITIES:

The Contractor shall supply safe drinking water for all employees on the work.

It is the Contractor's duty to maintain service to existing public utility consumers during construction by means of temporary connections or by rapid cut overs made in such manner as to keep customer inconvenience to a minimum. All valve shutoffs and notifications to consumers of temporary shutoffs shall be made by the Contractor.

G. EMERGENCIES:

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act at his own discretion to prevent threatened loss or injury. Any limitation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

Emergencies may arise during the progress of the work which may require special effort or require extra shifts of men to continue the work beyond normal working hours. The Contractor shall be prepared in case of such emergencies, from whatever cause, to do all necessary work promptly.

The Contractor shall file with the Owner the names, addresses, and telephone numbers of his agents who can be contacted at any time in case of emergency. These representatives shall be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice.

H. PROTECTION OF PERSONS AND PROPERTY:

The Contractor shall adopt every practical means to minimize interference with traffic and inconvenience, discomfort, or damage to the public. Unless otherwise expressly specified, the Contractor shall prevent injury to all pipes, sewers, conduits, or other structures, public or private; lawns, gardens, shrubbery and trees encountered in the work; and shall save the MCMUA harmless from costs, claims and damages for any injury done to such pipes, structures or to property during the course of the work.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises

other land during construction, the Contractor shall secure written permission from the Property Owner and shall file a duplicate copy of such permission with the MCMUA.

B-3 RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR'S SUPERVISION:

The Contractor shall give efficient and continuous supervision to the work, using his best skill and attention. The Contractor shall provide a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the concurrence of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed upon written request by the Contractor in each case.

B. CHARACTER OF WORKMEN:

None but skilled foremen and workmen shall be employed on work requiring special qualifications. When requested in writing by the Owner, the Contractor shall discharge any person who commits trespass or is, in the opinion of the Owner, disorderly, dangerous, insubordinate incompetent or otherwise objectionable.

The Contractor shall save the MCMUA harmless for damages of claims for compensation that may occur in the enforcement of this requirement.

C. SANITATION:

The Contractor shall provide and erect suitable portable toilet facilities for the use of employees on the project at locations determined by the Owner. The Contractor shall remove and efface all visual evidence of the provided portable toilet facilities immediately upon completion of the project.

D. ENVIRONMENTAL COMPLIANCE:

The Contractor shall comply with all applicable Federal, State and Local laws, regulations and ordinances pertaining to the environment and shall be responsible for any discharge to the environment that violates applicable laws.

E. PROTECTION OF THE WORK:

The MCMUA, acting through the Engineer, shall have the authority to act as the sole judge of the work and materials with respect to both quantity and quality as set forth in the contract. It is expressly stipulated that the specifications and other contract documents set forth the requirements as to the nature of the completed work and do not purport to control the method of performing work except in those instances where the nature of the completed work is dependent on the method of performance.

B. INSPECTION OF WORK:

The Owner shall have the right to inspect all materials and work performed during any phase of construction and the Contractor shall provide all reasonable facilities and means for safe and convenient access for such inspection.

If the specifications, the instructions of the Owner, laws, ordinances or any public authority require any work to be specifically tested or approved, the Contractor shall give the Owner timely notice of its readiness for inspection. If the inspection is by an authority other than the Engineer, the Contractor shall advise the Owner of the date fixed for such inspection. Inspections by the Engineer shall be made promptly and, where practicable, at the source of supply.

Piping, wiring, ducts, and other concealed work shall not be covered before proper inspection, approval and certificates, if required, are issued. Should any work that is designated for inspection be covered without approval or consent of the Engineer, it must be uncovered by the Contractor at his expense when examination is ordered by the Owner.

Re-examination of questioned work must be ordered by the Owner by a written order, and if found not in accordance with the Contract Documents, the Contractor shall pay the cost of re-examination and replacement. The MCMUA shall not be responsible for or bear the cost of any re-examination and replacement occasioned by defects in the work caused by other contractors. The MCMUA shall bear the cost of re-examination and replacement only when work is found to be in accordance with the Contract and the Engineer orders the re-examination and replacement by written order.

The inspection of the work shall not relieve the Contractor of any obligations under the Contract.

B-2 MCMUA'S RESPONSIBILITY

The MCMUA shall be responsible for the ownership of lands, easements, or slope rights upon which the proposed work is to be constructed. The MCMUA shall not be responsible for lands used for storage of the Contractor's equipment. If the Contractor desires temporary use of

A-7. SUBCONTRACTS

The Contractor shall perform with his own organization not less than one-half of the work and shall not sublet to one subcontractor more than one-third of the work without the previous written consent of the MCMUA. See Proposal section for listing of subcontractors.

A-8. LABOR STANDARDS

A. WAGES:

1. GENERAL: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Department of Labor of the State of New Jersey. An employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

2. STATE WAGE RATES: The MCMUA has obtained from the Department of Labor the general prevailing rate of wages in the vicinity of the work to be performed under this contract. These wage rates are maintained on file by the MCMUA.

B. RESIDENT CITIZENS TO BE PREFERRED IN EMPLOYMENT ON PUBLIC WORKS:

The Contractor's attention is directed to State Statute 34: 9-2. requiring that preference in employment shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the state for a period of not less than one year immediately prior to such employment. Persons other than citizens of the state may be employed when such citizens are not available.

If this section is not complied with, the contract shall be voidable at the instance of the State, County or Municipality.

The contractor shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted.

SECTION B – OWNER-CONTRACTOR RELATIONS

B-1. AUTHORITY OF MCMUA

A. GENERAL:

The Contractor shall give the notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the specifications or other portions of the Contract Documents are at variance with any laws, ordinances, rules or regulations, he shall promptly notify the Owner in writing of such variance. The MCMUA shall promptly review the matter and, if necessary, shall issue a change order or take other action necessary to bring about compliance with the law, ordinance, rule or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules or regulations.

Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor.

A-4. CONTRACTOR REFERRED TO LAWS AND SAFETY

Contractors shall familiarize themselves with the provisions of Federal, State, County and Municipal Ordinances, laws, statutes and regulations that may apply to the work.

In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions in, on or near the job site, including safety of all persons and property affected directly or indirectly by operations during performance of the work. This requirement applies continuously 24 hours a day and shall not be limited to normal working hours.

The duty of the Engineer to observe the work during construction is not intended to include review of the adequacy of the Contractor's safety measures, in, on or near the construction site.

A-5 APPROVAL OF OUTSIDE AGENCIES

Certain work to be done within the Scope of this Contract may be required to meet the specifications of persons, municipalities or authorities other than the Owner. The Contractor shall be responsible for obtaining the permits, approval and acceptance of this work by such persons, municipalities or authorities. Such work may include, but shall not be restricted to, structures, replacement of sidewalks, curbs, pavement, utilities and other incidental work required to complete the Contract.

A-6. LANDS AND RIGHTS-OF-WAY

The Owner will provide the lands and/or rights-of-way shown in Appendix B, the tax map showing the Morris County Municipal Utility Authority property. If the lack of rights-of-way delays the Contractor from completing the project within the Contract time, the Owner shall grant an extension of time equivalent to the delay. Any land not specifically shown to be furnished by the Owner, that may be required for temporary construction facilities or for storage of materials, shall be acquired by the Contractor at his expense.

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.

A-2. CONTRACT REQUIREMENTS

A. SUCCESSORS' OBLIGATIONS:

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities contained in the contract documents shall be read and held as made by and with, and granted to and imposed upon, the Contractor and the MCMUA and their respective heirs, executors, administrators, successors and assigns.

B. ASSIGNMENT OF CONTRACT:

The contract shall not be assigned in whole or in part without the written consent of the MCMUA. Involuntary assignment of the contract as caused by the Contractor being adjudged bankrupt, assignment of the contract for the benefit of Contractor's creditors or appointment of a receiver on account of Contractor's insolvency shall be considered as failure to comply with the provisions of the contract and subject to the dismissal provisions contained herein.

C. WAIVER OF RIGHTS:

Except as herein provided, no action or want of action on the part of the Contractor, or MCMUA at any time with respect to the exercise of any right or remedies conferred upon them under this contract shall be deemed to be a waiver on the part of the Contractor or MCMUA of any of their rights or remedies. No waiver shall be effective except in writing by the party to be charged. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

D. AMENDMENT OF GENERAL CONDITIONS:

These general conditions may be amended only by mutual consent of the MCMUA and the Contractor in writing.

A-3. LAWS, REGULATIONS AND PERMITS

The Contractor must be a licensed electrician. All work must be in compliance with the National Electric Code.

MORRIS COUNTY MUA

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 retire approximately 1,820 linear feet of existing 24-inch prestressed concrete cylinder pipe (PCCP) on Pleasant Hill Road and replace with 12-inch ductile iron pipe (DIP).

Locations

Pleasant Hill Road, Randolph, New Jersey 07803

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:

If to Authority:
By mail and/or by hand:

The Morris County Municipal Utilities Authority
370 Richard Mine Road
Wharton, New Jersey 07885
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.

A-1. JOINT VENTURE CONTRACTOR

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MORRIS COUNTY MUA

Contract Agreement

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**

_____ _____

VENDOR NAME

_____ _____

protecting the privacy of persons using its services.

- The OWNER shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the OWNER to the successful bidder (CONTRACTOR) for the purpose of assisting the CONTRACTOR in the performance of this contract. None of the documents and/or property shall, without the written consent of the OWNER, be disclosed to others or used by the CONTRACTOR or permitted by the CONTRACTOR to be used by their parties at any time except in the performance of the resulting contract.

- The CONTRACTOR shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the OWNER. Any information supplied to the OWNER may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- Under state and federal statutes, certain government records are protected from public disclosure. The OWNER, the CONTRACTOR and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All personnel and health insurance related files are confidential. Additionally, the CONTRACTOR and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The OWNER retains the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The CONTRACTOR and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.

- Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the OWNER.

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 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.

- Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the MCMUA reserves the right to cancel this contract.

- For Convenience

  Notwithstanding any provision or language in this contract to the contrary, the MCMUA may terminate this contract at any time, in whole or in part, for the convenience of the MCMUA upon no less than ten (10) days written notice to the CONTRACTOR.

X. OTHER PROVISIONS

- Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the CONTRACTOR shall:

- Not use or disclose protected health information other than as permitted or required by law
- Use appropriate safeguards to protect the confidentiality of the information
- Report any use or disclosure not permitted

- The CONTRACTOR, by execution of the contract, shall thereby indemnify and hold the OWNER harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the CONTRACTOR to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law

the State of New Jersey.

- The CONTRACTOR fails to commence work when notified to do so by the Qualified Purchasing Agent or the OWNER.
- The CONTRACTOR shall abandon the work.
- The CONTRACTOR shall refuse to proceed with the work when and as directed by the Qualified Purchasing Agent or the OWNER.
- The CONTRACTOR shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Qualified Purchasing Agent or the OWNER, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Qualified Purchasing Agent or OWNER.
- 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 Qualified Purchasing Agent or OWNER 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 Qualified Purchasing Agent or OWNER 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.
- The work is not completed within the time herein provided therefore or within the time to which the CONTRACTOR may be entitled to have such completion extended.

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

- 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 which involve the CONTRACTOR's performance or lack thereof

IX. 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

available to any individual or organization without prior written approval of the OWNER.

38. LOBBYING

The CONTRACTOR certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

39. FEDERAL LABOR STANDARDS PROVISIONS

The CONTRACTOR shall abide by the requirements of the Federal Labor Standards Provisions (HUD4010)

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

CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

32. ASSIGNABILITY

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the OWNER provided that claims for money due or to become due the CONTRACTOR from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the OWNER.

33. INTEREST OF CONTRACTOR

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

34. POLITICAL ACTIVITY

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

35. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

36. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

37. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made

27. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the CONTRACTOR or the CONTRACTOR's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

28. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

29. CHANGES

The OWNER may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation which are mutually agreed upon by and between the OWNER and the CONTRACTOR, shall be incorporated in written and executed amendments to this Contract.

30. PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

31. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The

23. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. SUBCONTRACTS

A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of New Jersey.

B. The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of the CONTRACTOR's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the CONTRACTOR.

C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the CONTRACTOR by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the contract documents.

D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the OWNER.

25. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

26. PROTECTION OF LIVES AND HEALTH

The CONTRACTOR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971, Title 29 - LABOR, shall be observed and the CONTRACTOR shall take or cause to be taken, such additional safety and health measures as the OWNER may determine to be reasonably necessary.

CONTRACTOR.

C. If the CONTRACTOR uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the OWNER of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The CONTRACTOR and/or his Sureties shall indemnify and save harmless the OWNER of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the OWNER for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

20. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the CONTRACTOR for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the OWNER and all such rights shall belong to the OWNER.

21. TERMINATION FOR CAUSE

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the OWNER, become the OWNER's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the
CONTRACTOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the CONTRACTOR, and the OWNER may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the OWNER from the CONTRACTOR is determined.

22. TERMINATION FOR CONVENIENCE

The OWNER may terminate this contract at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the contract is terminated by the OWNER as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (applicable to contracts and subcontracts of $10,000 and under)

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. CONTRACTORs shall incorporate foregoing requirements in all subcontracts.

19. PATENTS

A. The CONTRACTOR shall hold and save the OWNER and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the OWNER, unless otherwise specifically stipulated in the Contract Document.

B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the OWNER of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the OWNER and not by or through the

13. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93- 234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

14. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of New Jersey, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

15. INSPECTION

The authorized representative and agents of the State of New Jersey and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

16. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the OWNER.

17. CONFLICT OF INTEREST

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the CONTRACTOR that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

12. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards (include in contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The CONTRACTOR and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The OWNER will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives (Modify as required)

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe all local, state and federal laws in purchasing and handling explosives. The CONTRACTOR shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The CONTRACTOR shall notify all OWNERs of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the CONTRACTOR or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices (Modify as Required)

The CONTRACTOR shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the CONTRACTOR fails or neglects to take such precautions, the OWNER may have such lights and barricades installed and charge the cost of this work to the CONTRACTOR. Such action by the OWNER does not relieve the CONTRACTOR of any liability incurred under these specifications or contract.

F. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

9. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The CONTRACTOR agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

10. AGE DISCRIMINATION ACT OF 1975

The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

11. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS (applicable to contracts and subcontracts exceeding $100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at
40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt CONTRACTORs and subcontractors shall furnish to the OWNER, the following:

A. A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793) (applicable to contracts and subcontracts over $10,000)

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.

(insert description of the geographical areas where the contract is to be performed, giving the State, county, and city, if any):

4. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

5. CIVIL RIGHTS

The CONTRACTOR shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, national origin, disability, age, religion or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The CONTRACTOR shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the

These goals are applicable to all the CONTRACTOR's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the CONTRACTOR performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed.

With regard to this second area, the CONTRACTOR also is subject to the goals for both its federally involved and non-federally involved construction. The CONTRACTOR's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

MINORITY PARTICIPATION GOALS

COUNTY	MIN. GOAL (%)	COUNTY	MIN. GOAL (%)
Atlantic	18	Middlesex	24
Bergen	22	Monmouth	15
Burlington	15	Morris	16
Camden	19	Ocean	7
Cape May	5	Passaic	36
Cumberland	27	Salem	10
Essex	53	Somerset	20
Gloucester	9	Closter	4
Hudson	60	Union	45
Hunterdon	3	Warren	5
Mercer	30		

C. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is

L. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to E.O. 11246, as amended.

M. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprenticeship trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORs shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

3. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION (applicable to contracts and subcontract over $10,000)

A. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR's aggregate workforce in each trade on all construction work in the covered area, are as follows:

- Goals for minority participation: (see table below per N.J.A.C 17:27-7.2)
- Goals for female participation: 6.9%

(13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.

(14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORs and suppliers, including circulation of solicitation to minority and female CONTRACTOR associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.

H. CONTRACTORs are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). The efforts of a CONTRACTOR association, joint CONTRACTOR-union, CONTRACTOR-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under G(1) through G(16) of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation shall not be a defense for the CONTRACTOR's non-compliance.

I. A single goal for minorities and a separate single goal for women has been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized).

J. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any persons because of race, color, religion, sex, or national origin.

K. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to E.O. 11246.

which expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under G(2) above.

(6) Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on a bulletin board accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORs and Subcontractors with whom the CONTRACTOR does or anticipates doing business.

(9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's work force.

(11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

(12) Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

F. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The CONTRACTOR shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(1) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.

(4) Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement have not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area

(b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish Culture or origin, regardless of race);

(c) Asian and Pacific Islander (all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. When the CONTRACTOR, or any subcontractor, at anytime, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract, in excess of $10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

C. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Home Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORs must be able to demonstrate their participation in compliance with the provisions of any such Home Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORs or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

D. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORs performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed.
Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or

of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

F. In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The CONTRACTOR will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

2. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (applicable to contracts and subcontracts above $10,000)

A. As used in these specifications:

(1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

(2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

(3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(4) "Minority" includes:

(a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

- After Project Completion

Each Employer will keep all weekly payrolls on the project for 3 years after the CONTRACTOR's project completion date.

The following shall be additional requirements when the issuance of a bid involves the governance of added State and Federal Regulations as part of any Community Development Block Grant (CDBG).

Where in conflict with other provisions of this document the provisions as contained within this section will supersede other requirements of this Bid.

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause) (applicable to contracts and subcontracts above $10,000)

During the performance of this contract, the CONTRACTOR agrees as follows:

A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity and national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, sexual orientations, gender identity or national origin.

C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246

- Bookkeepers

- Any alternate payroll form should be cleared with EDA before employer starts work on the project. A project printout by computer, for example, is acceptable provided all data shown and required on the front and back of Payroll Form WH-347 is on, or included with, payroll submitted to recipient.

- Apprentice. If the worker is an apprentice, his/her registration number and year of apprenticeship is included in this column the first time the apprentice's name appears on the payroll.

- Split Classification. If the worker has performed more than one class of work during the work week, such as carpenter and laborer, the division of work will be shown on separate lines of the payroll.

- Accurate daily time records show the exact hours of work performed daily in each class of work and are signed by the affected worker.

- Average Pay of Two Classes of Work Not Accepted. The employer shall not pay a "semijourneyman" or semi-skilled laborer the average of journeyman's and laborer's rates. The actual hours each worker uses tools of trade (journeyman) and each hour he/she does not use tools of trade (laborer) must be recorded on the payroll.

- Helper. The work classification of "helper" is not accepted by the EDA, unless included in the Wage Decision issued by the Department of Labor for the project. Any employee listed as "helper" in absence of such classification in the Wage Decision must be paid the journeyman's rate for hours he/she uses tools of the trade.

- Apprentices. If a copy of the apprentice's registration certificate has not been submitted to recipient by employer (through CONTRACTOR), apprentice must be paid journeyman's rate.

- Weekly Payroll Review. Each employer has promptly reviewed the weekly payroll for compliance with all labor requirements (using this check list) and made necessary corrections.

- Each Lower-Tier Subcontractor has submitted his weekly payroll or "no work" letter to the respective subcontractor for the subcontractor to have received within 3 calendar days from the last date of the work week. Each subcontractor has received a payroll or "no work" letter from each and his/her own payroll, required necessary corrections, and submitted all of such payrolls to the CONTRACTOR within 5 calendar days from the last date of the workweek.

- CONTRACTOR has received a payroll or "no work" letter from each Subcontractor, monitored each including his/her own payroll, required necessary corrections, and collectively submitted them to the recipient within 7 work days of the last date of the respective work week. Must be original blue-ink signatures for submission to the EDA to be in compliance.

- Deductions from pay.
- Has informed each worker that he/she is subject to being interviewed on the job by the recipient, NJ EDA, NJ Department of Labor, or US Government Inspector, to confirm that his/her employer is complying with all labor requirements.
- Has informed each journeyman and each apprentice that a journeyman must be on the job at all times when an apprentice is working.

- During Construction each employer:
  - Has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, nor dismissed any project worker because of race, color, religion, sex, or national origin.
  - Has employed all registered apprentices referred to him/her through normal channels up to the ratio of apprentice to journeyman in each trade used by the employer.
  - Will maintain basic employment records accessible to inspection by the recipient, Economic Development Authority, Department of Labor, or US Government Inspector.
  - Is complying with all health and safety standards.
  - Has paid all workers weekly.
  - Has submitted weekly payrolls, prepared on recommended Form WH347 or comparable form. Some employers place all project workers on Payroll Form WH-347. The recipient does not review those project workers listed on the payroll who perform work which is descriptive of any of the following job titles which are exempt from labor requirements:
    - Project Superintendent
    - Project Engineer
    - Supervisory Foreman (Less than 20% of time as a working foreman)
    - Messenger
    - Clerical Workers
    - Timekeepers
    - Payroll Clerks

- Has informed each worker of:
    - His/her work classification (journeyman or job title) as it will appear on the payroll.
    - His/her duties of work.
    - The US Department of Labor's requirement on this project that he/she is either a journeyman, apprentice, or laborer
    - If journeyman, he/she is to be paid journeyman's minimum wage rate or more;
    - If apprentice, he/she is to be paid not less than the apprentice's rate for the trade based on his/her year of apprenticeship; or
    - If laborer, he/she is to do laborer's work only - not use any tool or tools of the trade and not perform any part of a journeyman's work and is to be paid the laborer's minimum wage rate or more.
- Understands the requirements that each laborer or mechanic who performs work on the project in more than one classification and paid at the highest wage rate applicable to any of the work which he/she performs unless the following requirements are met:
    - Accurate daily time records shall be maintained. These records must show the time worked in each classification and the rate of pay for each classification, and must be signed by the worker.
    - The payroll shall show the hours worked in each classification and the wage rate paid for each classification.
    - The payroll shall be signed by the workmen or a signed copy of the daily time record shall be attached thereto.
- Informed each worker of his/her hourly wages (not less than the minimum wage rate for his/her work as stated in the Wage Decision).
- Time and a half for all work over 8 hours in any day or over 40 Hours in any work week (See Contract Work Hours Safety Standards Act).
- Fringe Benefits, if any (See Wage Decision for any required).

CONTRACTOR or his/her representative should contact the recipient for special guidance.

- Before construction begins each employer has:
    - Not been debarred or otherwise made ineligible to participate in any federal or federally-assisted project.
    - Received appropriate contract provisions covering labor standards requirements.
    - Reviewed and understands all labor standards contract provisions.
    - Received the wage decision as part of the contract.
    - Requested through the recipient and received the minimum wage for each classification to be worked on the project not included on the wage decision by the additional classification process and before allowing any such trades(s) to work on the project.
    - Requested and received certification of his/her apprenticeship program from the Federal Bureau of Apprenticeships and submitted a copy of an Apprenticeship Standards/Apprenticeship Joint Approval form to the recipient prior to employment.
- At the construction start the CONTRACTOR has:
    - Notified recipient of construction start date in writing.
    - Has placed each of the following on a bulletin board prominently located on the project site which can be seen easily by the workers (and replaced if lost or unreadable any time during construction):
        - Wage Determinations (State and Federal)
        - Notices to Employees (WH1321) Employee Rights under Davis-Bacon Act signage
        - Safety & Health Protection on the Job (DOL)
    - Before assigning each project worker to work, has obtained worker's name, best mailing address, and Social Security Number.
    - Has obtained a copy of each apprentice's certificate with the apprentice's registration number and his/her year of apprenticeship.

proposal shall be construed as creating any contractual relationship between any subcontractor and the MCMUA.

- Mergers and Acquisitions

If, during the term of this contract, the CONTRACTOR shall merge with or be acquired by another firm, the CONTRACTOR shall give written notice to the OWNER as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition.

The CONTRACTOR shall provide such documents as may be requested by the OWNER, which may include but need not be limited to the following: corporate resolutions prepared by the awarded CONTRACTOR and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the CONTRACTOR's partnership, Limited Liability Company, Limited Liability Partnership, Professional Corporation, or Corporation shall dissolve, the OWNER must be so notified. All responsible parties of the dissolved business entity must submit to the OWNER in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the OWNER.

VII. LABOR STANDARDS CONTRACT REQUIREMENTS

- Explanatory Notes

The word "employer" as used below refers to the project CONTRACTOR, each subcontractor, or each lower-tier subcontractor. Payrolls and other documentary evidence of compliance are required to be sent to the recipient for review (all to be submitted through the project CONTRACTOR).

The delivery procedures are as follows:

- Each lower-tier subcontractor, after careful review, submits required documents to the respective subcontractor.

- Each subcontractor, after checking his/her own and those of each lower-tier subcontractor he/she may have, submits required documentation to the CONTRACTOR.

- The CONTRACTOR, after reviewing all payrolls and other documentation, including his/her own, and correcting violations where necessary, submits all to the recipient. All employers should ensure each of the following statements are true. If any statement is not true, the

The law requires that **PAVING CONTRACTS** involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a web site of index rates for asphalt and fuel that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

- **Requirements for New Jersey State Comptroller**

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the CONTRACTOR shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

VI. SUBCONTRACTING AND ASSIGNMENT

- Subcontracting:

The CONTRACTOR may not subcontract other than as identified in the CONTRACTOR's proposal without the prior written consent of the MCMUA. Such consent, if granted in part, shall not relieve the CONTRACTOR of any of his/her responsibilities under the contract, nor shall it create privity of contract between the MCMUA and any subcontractor. If the CONTRACTOR uses a subcontractor to fulfill any of its obligations, the CONTRACTOR shall be responsible for the subcontractor's:

(a) Performance;

(b) Compliance with all of the terms and conditions of the contract; and

(c) Compliance with the requirements of all applicable laws.

Assignment: The CONTRACTOR may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the MCMUA.

- No contractual relationship between subcontractors and the MCMUA.

Nothing contained in any of the contract documents, including the Bid and vendor's bid or

Upon completion and acceptance of the work, the OWNER shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the CONTRACTORs, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the work. The OWNER's certificate of acceptance will be on the document "Consultant's Certification for Acceptance and Final Payment".

The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, material, men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work. The CONTRACTOR shall, at the OWNER's request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR's Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the contract documents by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- Acceptance of final payments as release

  The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically accepted by the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of the OWNER and others relating to or arising out of this work. Any payment, however final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the contract documents or the Performance and Payment Bonds.

- Disputes over billing

  All disputes over billing and payment cycles shall be resolved as outlined within Section VIII Dispute Resolution of this document.

- **Paving Contracts executed** after May 1, 2010 allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon 2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03 and is current with the requirements of the Local Public Contracts Law at N.J.S.A. 40A:11-13.

- Billing cycles and Alternative Dispute Resolutions in accord with New Jersey Prompt Pay Law

Billing date – The "billing date" will be defined as the date upon which the bill was received by the MCMUA. If a fixed billing date is missed by the MCMUA the bill will be deferred to the next bill list cycle in accord with N.J.S.A 40A:5-17. All bills are approved by the governing body of the MCMUA on dates as advertised in accordance with New Jersey Open Publics Meetings Act N.J.S.A 10:4-6

At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the Qualified Purchasing Agent or MCMUA (hereinafter referred to as "OWNER"), a partial payment estimate filled out and signed by the CONTRACTOR covering the work performed during the period covered by the partial payment estimate and supported by such data as the OWNER may reasonably require.

The Qualified Purchasing Agent or OWNER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate.

The OWNER will, within ten (10) days of presentation of an approved partial payment estimate pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 2% of said estimate until completion and acceptance of the work. The 2% retainage may be reduced by change order if completion and acceptance of the work is delayed due to valid circumstances and the work is usable for its intended purpose by the OWNER. If reduction in the retainage is approved the remaining retainage shall be an amount sufficient to complete the work.

The request for payment may also include an allowance for the cost of major materials and equipment which are suitable stored either at or near the site. Payment does not relieve the CONTRACTOR of his responsibility for the safe keeping of this material and equipment.

Prior to completion and acceptance of the work, the OWNER, with approval of the OWNER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the OWNER.

paragraph 3c of Executive Order No. 189.

- Notice to all CONTRACTORs set-off for State Tax Notice

  Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation.

  The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18.

  No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

- MacBride Principles

  The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

- NJUCC, latest NEC70, International Building Code N.J. edition 2015

  State law requiring mandatory compliance by CONTRACTORs under circumstances as set forth in law or based on the type of contract. State law requiring mandatory compliance by CONTRACTORs under circumstances as set forth in law or based on the type of contract. BUILDING SUBCODE (N.J.A.C. 5:23-3.14) International Building Code/2015, NJ ed (IBC w/ NJ edits from 3.14) Other referenced I-Codes (IFC/2015; ISPSC/2015; etc.) Other referenced ICC Standards (ICC/ANSI A117.1-2009; ICC 300-2012; etc.), OSHA and all applicable codes for this requirement. The CONTRACTOR shall be responsible for securing and paying all necessary permits, where applicable. The CONTRACTOR shall be responsible for securing and paying all necessary permits, where applicable.

MORRIS COUNTY MUA

Contract Agreement

- Standards prohibiting conflicts of interest –

  The following prohibitions on CONTRACTOR activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

- The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

- No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 13013g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

- No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

  The provisions cited above shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under

- Maintenance Bond

  Upon acceptance of the work by the OWNER and prior to the final payment the CONTRACTOR shall submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of one (1) years..

- Public Works CONTRACTOR Registration Act

  All CONTRACTORs and subcontractors must register with the Department of Labor prior to bidding or engaging on certain public works contracts (construction, reconstruction, demolition, alteration repair or maintenance of a public building regularly open to and used buy the general public or a public institution). A copy of this registration must be provided with any bid proposal or prior to award of contract indicating at time of bid opening the registration was valid.

- New Jersey Business Registration Certification

  All CONTRACTORs and businesses must submit with their bid proof that they are properly registered with the Department of Treasury of the State of New Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided with the proposal for their bid to be accepted. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the CONTRACTOR and each subcontractor required to be listed in the bid document. See attached detailed information on this requirement.

  The CONTRACTOR shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the CONTRACTOR. Before final payment is made the CONTRACTOR shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract or shall attest that no subcontractors were used. For the term of the contract, the CONTRACTOR and each of its affiliates and a subcontractor and each of its affiliates, which is defined at N.J.S.A. 52:32-44(g)(3) shall collect and remit to the Director, N.J. Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into the State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

- 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.

supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or 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) - hazardous substance fact sheet- 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. The CONTRACTOR 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 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 though the receipt of the final payment.

The CONTRACTOR shall familiarize himself and comply with all Federal, State and Municipal laws, by-laws, ordinances and other regulations which in any manner affect those engaged or employed in the work, the materials or equipment to be used or that in any way affect the conduct of the work or the equipment and/or materials to be furnished. No pleas of misunderstanding will be considered on account of ignorance thereof.

- 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.

- Copeland Act

The Copeland Act, known as the "anti-kickback" prohibition, is applicable to work performed by laborers and mechanics. Implementing Department of Labor regulations provide that all laborers and mechanics shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate except "permissible" salary deductions. CONTRACTORs and subcontractors are required to submit appropriate weekly compliance statements and payrolls to the CONTRACTORs, subcontractors, borrower, and/or sub-recipients.

- Contract Work Hours and Safety Standards Act.

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) provides that laborers or mechanics shall receive compensation at a rate not less than one and one half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in any work week. In the event of violations, the CONTRACTOR or subcontractor shall be liable to any affected employee for his unpaid wages.

All CONTRACTORs, subcontractors, borrower, and/or sub-recipients are required to administer and enforce the labor standards requirements set forth in Section 570.605 of the regulations of the Housing and Community Development Act of 1974.

- 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

CONTRACTOR or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. if any workmen employed by the CONTRACTOR or his subcontractors have been paid less than required, then the MCMUA may terminate the CONTRACTOR's or subcontractor's right to proceed with the work. The CONTRACTOR or his subcontractors and their sureties would be liable to the MCMUA for any excess costs occasioned by this action.

Prevailing wage rates shall be posted by the CONTRACTOR and subcontractors and the wage records for the contract shall be accessible to the MCMUA and State officials at reasonable hours. All such records shall be retained for a minimum of two years.

The CONTRACTOR and his subcontractors shall be required to submit a certified payroll record to the MCMUA within ten (10) days of the payment of the wages. The CONTRACTOR is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The CONTRACTOR shall submit said certified payrolls in the form set forth in N. J.A.C. 12:60-6.1(c). It will be the CONTRACTOR's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

CONTRACTOR and his subcontractors are required to provide a certification as to the required wages then due to any and all workmen for the contract prior to receipt of final payment and final payment will not be made until these wages have been paid or the MCMUA is satisfied that the wages will be paid with the receipt of the final payment.

Attached hereto and incorporated herein is(are) the Department of Labor and Workforce Development prevailing wage determination(s) for the locality and craft(s) that will be employed in the performance of the work under this contract. It is hereby stipulated that each individual who performs work under this contract shall be paid not less than the prevailing wage rate to which that worker is entitled under the New Jersey Prevailing Wage Act, as reflected in the appropriate Department of Labor and Workforce Development prevailing wage determination. In the event it is found that any worker employed by the contractor or any subcontractor covered by this contract has been paid a rate of wages less than the prevailing wage rate required to be paid by this contract, the public body, the lessee to whom the public body is leading a property or premises or the lessor from whom the public body is leading or will be leasing a property or premises 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 public body , any lessee to whom the public body is leasing a property or premises, or to any lessor from whom the public body is leading or will be leasing a property or premises for any excess costs occasioned by the termination of 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.

- Labor Employment Wage hours and Discrimination

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.*

- Construction Contracts

  After notification of award, but prior to signing of the contract, the CONTRACTOR shall submit to the Public Agency Compliance Officer and the Division by the Division for distribution to and completion by the CONTRACTOR, in accordance with N.J.A.C. 17:27-7. The CONTRACTOR also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer.

  The CONTRACTOR agrees to cooperate with the public agency in the payment of budgeted funds, as it necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- Americans with Disabilities Act of 1990

  Discrimination on the basis of disability in contracting for the purchase of goods 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.

- Davis Bacon and Related Act and NJ Prevailing Wage Act

  All laborers and mechanics employed by construction CONTRACTORs or subcontractors under contract in excess of $2,000 financed in whole or in part with grants or loans under the CDBG/DR Program shall be paid wages at rates not less than those prevailing on similar construction.

  The Davis-Bacon Act as amended (40 U.C.S. 276(a)- et. seq.,) applies to the rehabilitation of residential property only if such property equals or exceeds eight units.

- Prevailing Wage

  Pursuant to N.J.S.A 34:11-56.25 et seq., successful bidders on projects for public work construction, repair or alteration which exceed the statutory minimum value shall adhere to all requirements of the New Jersey Prevailing Wage Act. All workmen employed by the

CG 2010 and CG 2037or its equivalent as determined solely by the MCMUA and the Morris County Risk Manager.

- Indemnification

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

V. STATUTORY AND OTHER REQUIREMENTS

- 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.

STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS - The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625

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

- 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 $1,000,000 any one person and $1,000,000 any one accident for bodily injury and $1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

- Additional Insurance Requirements

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

- 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.
- 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
- 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

MORRIS COUNTY MUA

Contract Agreement

The CONTRACTOR, prior to commencing work, shall provide at his own cost and expense, the following insurance to 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 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, 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 MCMUA ***Pleasant Hill Road 24-Inch PCCP Retirement – Phase I***, 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 MCMUA ***Pleasant Hill Road 24-Inch PCCP Retirement – Phase I***, 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 $500,000.

- General Liability Insurance

The CONTRACTOR shall provide Comprehensive General Liability Insurance with a combined single limit of $1,000,000 each claim and a $2,000,000 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

- Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the CONTRACTOR has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney of the MCMUA .

It is understood and agreed that in the event any payment under any such claim or cause of action is made to the CONTRACTOR, it shall promptly pay over to the MCMUA the allotted share thereof, if any, assigned to the MCMUA hereunder.

- 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.

Unless otherwise agreed to in writing by the MCMUA all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or CONTRACTOR's price decrease during the contract period, the MCMUA shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

The OWNER must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause pursuant to **SECTION IX TERMINATION OF CONTRACT**.

IV. INSURANCE & INDEMNIFICATION

- Certificate of Insurance

The CONTRACTOR shall provide Certificates of the Required Insurance as listed along with the 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 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 it shall be typed on the face or back of the certificate. This insurance shall be maintained in force during the life of this contract by the CONTRACTOR.

Items delivered must be strictly in accordance with the contract.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the CONTRACTOR.

- 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.

- Assignment of Anti-Trust Claims

  The CONTRACTOR recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the CONTRACTOR, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the MCMUA , for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the MCMUA , relating to the particular goods and services purchased or acquired by the MCMUA or any of its political subdivisions or public agencies pursuant to this contract.

  In connection with this assignment, the following are the express obligations of the CONTRACTOR. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.

- It shall advise the Attorney of the MCMUA in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;

such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.
d. A contract subject to this section shall include the following change in quantity provisions:
(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.
(2)(a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
(4)(a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.
(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.
(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

- Delivery requirements

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.

The CONTRACTOR shall be responsible for the delivery of material in first class condition to the MCMUA's using agency or the purchaser under this contract and in accordance with good commercial practice.

differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
b. A contract subject to this section shall include the following suspension of work provisions:
(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
(4)(a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.
c. A contract subject to this section shall include the following change in character of work provisions:
(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.
(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
(3)(a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of

be deemed added to the CONTRACTOR's approved schedule of performance. The OWNER shall make an equitable adjustment, if any is required, to the contract price. The CONTRACTOR shall provide whatever information that OWNER may require related to the equitable adjustment.

- Changed condition clauses for certain public contracts

N.J.S.A. 40A:11-16.7;
All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c. 317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.
a. A contract subject to this section shall include the following differing site conditions provisions:
(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
(4)(a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions

price. If the parties are unable to agree on an adjusted contract price, the OWNER shall make a prompt decision taking all such information into account and shall notify the CONTRACTOR of the final adjusted contract price.

- If the CONTRACTOR has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the CONTRACTOR shall be compensated for such work effort according to the applicable portions of its price schedule and the CONTRACTOR shall submit to the OWNER an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the OWNER may request. The OWNER shall make a prompt decision taking all such information into account and shall notify the CONTRACTOR of the compensation to be paid for such work effort.

- Change in law

  Whenever a change in applicable law or regulation affects the scope of work, the OWNER shall provide written notice to the CONTRACTOR of the change and the OWNER's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price.

  Within five (5) business days of receipt of such written notice, if either is applicable:

- If the CONTRACTOR does not agree with the adjusted contract price, the CONTRACTOR shall submit to the OWNER any additional information that the CONTRACTOR believes impacts the adjusted contract price with a request that the OWNER reconsider the adjusted contract price. The OWNER shall make a prompt decision taking all such information into account, and shall notify the CONTRACTOR of the final adjusted contract price.

- If the CONTRACTOR has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the CONTRACTOR shall be compensated for such work effort according to the applicable portions of its price schedule and the CONTRACTOR shall submit to the OWNER an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the OWNER may request. The OWNER shall make a prompt decision taking all such information into account, and shall notify the CONTRACTOR of the compensation to be paid for such work effort.

- Suspension of work

  The OWNER may, for valid reason, issue a stop order directing the CONTRACTOR to suspend work under the contract for a specific time. The CONTRACTOR shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The CONTRACTOR shall resume work upon the date specified in the stop order, or upon such other date as the OWNER may thereafter direct in writing. The period of suspension shall

shall be approved by the MCMUA Board at their monthly meeting. Vouchers shall be submitted at least ten (10) days prior to this meeting for inclusion upon the agenda. Only properly executed MCMUA vouchers may be used for payments.

Partial payment shall be made on the basis of a certified an approved estimate of work completed. Two percent (2%) of the amount of each invoice shall be retained by the MCMUA as security for faithful performance and completion of work.

- Term of Contract – Liquidated Damages

The terms of this contract shall be completed within the time specified for completion of the work. The MCMUA reserves the right to extend this term of the contract upon application by the CONTRACTOR providing evidence of circumstances beyond the control of the CONTRACTOR preventing his successful completion of the contract.

In the case the CONTRACTOR shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the CONTRACTOR shall pay to the MCMUA in the sum of five hundred **($500.00/ day)** dollars per day for each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which the MCMUA will suffer by reason of delay in the completion of the work hereunder which is hereby fixed and agreed as the liquidated damages that the MCMUA will suffer by reason of such delay, and not as a penalty. The MCMUA will deduct and retain out of the monies, which may become due hereunder, the amount of any such liquidated damages.

The successful bidder/ CONTRACTOR shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of the MCMUA.

- Scope of work - MCMUA's option to reduce scope of work

The MCMUA has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract.

In such an event, the OWNER shall provide to the CONTRACTOR advance written notice of the change in scope of work and what the OWNER believes should be the corresponding adjusted contract price.

Within five (5) business days of receipt of such written notice, if either is applicable:

- If the CONTRACTOR does not agree with the OWNERs proposed adjusted contract price, the CONTRACTOR shall submit to the OWNER any additional information that the CONTRACTOR believes impacts the adjusted contract price with a request that the OWNER reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract

purpose, the CONTRACTOR shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

- Term of Contract

The term of contract shall commence upon receipt of the Notice to Proceed by the CONTRACTOR provided by the OWNER. Once the Notice to Proceed is received, the CONTRACTOR will have one sixity eighty (160) days from NTP for substantial completion and one hundred eighty (180) days from NTP for final completion of the project. Specific addresses to be outlined in the Notice to Proceed.

- Inspection

The Qualified Purchasing Agent and the OWNER shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The CONTRACTOR shall furnish all reasonable facilities as an aid to the OWNER and safe and convenient means for the examination and inspection of any part of the work.

- Authority to Withhold Payment

The Qualified Purchasing Agent or the OWNER, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect the MCMUA from loss because of:

- Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.
- Claims filed or reasonable evidence indicating the probability of claims being filed.
- Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- A reasonable doubt that the contract can be completed for the balance then unpaid.
- Damage to another contract, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- Financial Procedures

Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the required work or equipment can be completed in stages and if previously agreed to by the Qualified Purchasing Agent. All payments

The OWNER, also, may at any time, by issuing a field order, make changes in the details of the work. The CONTRACTOR shall proceed with the performance of any changes in the work so ordered by the OWNER unless the CONTRACTOR believes that such field order entitles the CONTRACTOR to a change in contract price or time or both, in which event the CONTRACTOR shall give the OWNER written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in contract price or time within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed change order or further instruction from the OWNER.

- Changes in contract price

The contract price may be changed only by a change order. The value of any work covered by a change order or any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below and in accord with N.J.A.C 5:34-1 et. seq.,

- Correction of work

The CONTRACTOR shall promptly remove from the premises all work rejected by the OWNER for failure to comply with the contract documents, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the OWNER and shall bear the expense of making good all work of other CONTRACTORs destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove such rejected work within ten (10) days after receipt of written notice, the OWNER may remove such work and store the materials at the expense of the CONTRACTOR.

III. CONTRACT ADMINISTRATION

- Contract Documents

The Contract documents shall consist of the Bid Documents, Contract, drawings, Technical Specifications, General Conditions, General Information, 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

provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirements.

The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protections. The CONTRACTOR will notify OWNERs of adjacent utilities when prosecution of the work may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused directly or indirectly, in whole or part, by the CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone whose acts any of them be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the OWNER, the OWNER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the OWNER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the OWNER prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a change order shall thereupon be issued covering the changes and deviations involved.

- Supervision by CONTRACTOR

The CONTRACTOR will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR or the CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

- Changes in work

The OWNER may at any time, as need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order. Change order shall be used to adjust quantities of installed units which are different than those shown in the bid schedule because of final measurements. Final measurements shall not be considered changes in the work. Final measurements will determine compensation to the CONTRACTOR based on unit price shown in bid schedule.

- Patents

  The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that design, process or product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the OWNER.

- Surveys, permits and regulations

  The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents. From the information provided by the OWNER, unless otherwise specified in the contract documents, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

  The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

  Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the CONTRACTORs unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the contract documents are at variance therewith, the CONTRACTOR shall promptly notify the OWNER in writing, and any necessary changes shall be adjusted as provided in Section 13 changes in the work.

- Protection of work, property, persons

  The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR will take all necessary precautions for the safety 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 thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walk pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The CONTRACTOR shall comply with all pertinent

The OWNER and the OWNER's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.

If any work is covered contrary to the written instruction of the OWNER it must, if requested by the OWNER, be uncovered for the OWNER's observation and replaced at the CONTRACTOR's expense. If the OWNER considers it necessary or advisable that covered work be inspected or tested by others, the CONTRACTOR, at the OWNER's request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such work is not found defective, the CONTRACTOR will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

Authorized representatives and agents of the Department of Housing and Urban Development (HUD) and/or the New Jersey Economic Development Authority (NJEDA) shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

- Substitutions

Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacitates, quality and function shall be considered. The CONTRACTOR may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the contract documents by referenced to brand name or catalog number, if, in the opinion of the OWNER, such material, article or piece of equipment is of equal substance function to that specified, the OWNER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the contract price or contract time.

and shall be available to the OWNER.

- Materials, Services and Facilities

  It is understood that except as otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

  Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

  Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

  Material, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the OWNER.

  Materials, supplies or equipment to be incorporated into the work shall not be purchased by the CONTRACTOR or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller when a Payment Bond is not required in the contract documents.

- Inspection and testing of materials

  All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents

  The OWNER shall provide all inspection and testing services not required by the contract documents.

  The CONTRACTOR shall provide at the CONTRACTOR's expense the testing and inspection services required by the contract documents. If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the CONTRACTORs, the CONTRACTOR will give the OWNER timely notice of readiness. The CONTRACTOR will then furnish the OWNER with the required certificates of inspection, testing and approval.

  Inspections, tests or approvals by the OWNER or others shall not relieve the CONTRACTOR from the obligations to perform the work in accordance with the requirements of the contract documents.

including dates at which the various parts of the work will be started, estimated date of completion of each part and as applicable.

The dates at which special drawings will be submitted in accordance with the schedule(s) required by OWNER and respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The CONTRACTOR shall also submit a schedule of payments that the CONTRACTOR anticipates will be earned during the course of the work.

- Drawings and specifications

The intent of the drawings and specifications is that the CONTRACTOR shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the OWNER.

In case of conflict between the drawings and specification, the specification shall govern. Figure dimensions on drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the OWNER in writing, who shall promptly correct such inconsistencies or ambiguities in writing.

Work done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

- Shop Drawings

The CONTRACTOR shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The OWNER shall promptly review all shop drawings. The OWNER's approval of any shop drawing shall not release the CONTRACTOR from responsibility for deviations from the contract documents. The approval of any shop drawing which substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

When submitted for the OWNER's review, shop drawings shall bear the CONTRACTOR's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the OWNER. A copy of each approved shop drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site

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.

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. CONTRACTUAL PROVISIONS

- The CONTRACTOR covenants and agrees that anything in this contract or in the contract documents to the contrary not-withstanding, or regardless of any matter, thing, contingency or conditions, unforeseen, or otherwise, present or future, the CONTRACTOR shall not be entitled to receive any additional or further sums of money than the amounts in said contract documents provided, and the failure of the OWNER to insist upon strict performance of any terms, covenants, agreements, provisions or conditions in this CONTRACTOR in the contract documents, in any one or more instances, shall not be construed as a waiver or relinquishment, for the future of any such terms, covenants, agreements, provisions and conditions, the same shall be the remain in full force and effect with power and authority on the part of the OWNER to enforce the same or cause the same to be enforced at anytime, without prejudice to the other rights which the OWNER may have against the CONTRACTOR under this contract or the contract documents.

- All drawings if applicable and requested by the OWNER

- Instructions and detailed drawings

  The CONTRACTOR may be furnished with additional instructions and detail drawings, by the OWNER, as necessary to carry out the work required by the contract documents.
  The additional drawings and instructions thus supplied will become a part of the contract drawings. The CONTRACTOR shall carry out the work in accordance with the additional detail drawings and instructions.

- Schedule, reports and records

  The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.

  Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which the CONTRACTOR proposes to carry on the work,

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/or "OWNER"**, and:

Vendor Name
Address

hereinafter designated as the "**CONTRACTOR"**

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

Bid# 2025-W02 Pleasant Hill Road 24-Inch PCCP Retirement – Phase II

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 the 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

The MCMUA reserves the right to waiver any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of the MCMUA. The MCMUA also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.

- 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 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.

- 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.

  Prior to commencing the Work, the Contractor and the MCMUA shall perform a facility walk through inspection, the purpose of which shall be to inspect and confirm the site conditions at the beginning of the Contract Term.

SECTION VII - REJECTION OF BIDS

Bids may be rejected for any 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
    - 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 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)

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.

MORRIS COUNTY MUA

Information to Bidders

- 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.

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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 Guarantee	XP
X	Consent of Surety	XP
X	Statement of Ownership Disclosure	XP
X	Subcontractor Utilization Form	XP
X	Acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	XP
X	Non-Collusion Affidavit	XP
X	Price Proposal Table	XP
X	Price Proposal Signature Form	XP

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	Experience & Qualifications Questionnaire	XP
	Disclosure of Investment Activities in Iran	XP
X	Mandatory EEO Language	XP
X	AA-201 Form – Initial Project Workforce Report - Construction	XP
X	NJ Anti-Discrimination Requirements Form	XP
X	Pay to Play Advisory Notice	XP
X	Americans with Disability Act of 1990	XP
X	Affidavit of Non-Debarred Status	XP
X	Surety Acknowledgement	XP
X	Surety Disclosure Statement & Certification	XP
	Bidder's Agreement to Provide Equipment and Vehicles	XP

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Administrative Documents

Owner's Checkmarks		Bidder's Initials
	Equipment and Vehicle Certification Form	XP
	Third Party Equipment and Vehicle Owner's Agreement to Provide Bidder with Equipment and Vehicles	XP
X	Corporate Acknowledgement	XP
X	Acknowledgement of Contractor, if Bidder is a Partnership	XP
X	Acknowledgement of Contractor, if Bidder is an Individual	XP
X	Acknowledgement of Contractor, LLC	XP
X	Certified Copy of Resolution of Board of Directors, if Bidder is a Corporation	XP
X	W-9	XP

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

Owner's Checkmarks		Bidder's Initials
X	New Jersey Business Registration Certificate	XP
X	Performance Bond & Payment	XP
X	Certificate of Insurance	XP
X	Public Works Contractor Registration	XP
X	Non-Debarment Certification – Federal Level	XP
X	Lowest Bidder Prevailing Wage Certification	XP

D. To be submitted prior to start of construction.

Required Prior to Start of Construction (Owners checkmarks)	
X	Project Work Schedule (Time Line)
X	Pre-Construction Photographs or Video
X	Shop Drawings, Material Certifications

E. To be submitted at completion and acceptance of project

Required at Completion and Acceptance of Project (Owners checkmarks)	

MORRIS COUNTY MUA

Administrative Documents

X	Maintenance Bond (100% Of Final Contract Price)
X	Final Release and Indemnity Agreement
X	Project Guarantees/Warranties (If Applicable)
X	Instruction and O & M Manuals (If Applicable)

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

Business Name: RELIAX Contracting Corp

Representative's Name: Xavier Pimienta

Representative's Signature:

Date: November 20, 2025 **Phone:** 908-864-4253

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
None		

☒ **No Addenda Issued Initials** _____

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: RENAX Contracting Corp

Bidder's Signature: [signature]

Printed Name & Title: Xavier Pimenta-Vice President

Date: November 20, 2025

MORRIS COUNTY MUA

Price Proposal Table

Project Scope:

This project includes the installation of approximately 1,820 LF of proposed ductile iron water mains, and retirement of existing 24-inch Prestressed Concrete Cylinder Pipe (PCCP) along Pleasant Hill Road between approximately 930' east of Mel Drive and approximately 200' east of Park Avenue in Randolph Township.

The scope of work includes various improvements of water mains through the construction of new 12-inch Ductile Iron Pipe Class 52 Potable Water Mains along with fittings, service connections and components. This new water main system shall connect to the existing Morris County Municipal Utilities Authority (MCMUA) infrastructure within Randolph Township. As part of the project, the Contractor must perform a tie-in connection to the existing 24-inch PCCP pipe utilizing the necessary adaptors to make the watertight connection. The project includes retirement of approximately 1,820 LF of 24-inch PCCP and DIP mains. The bidders shall provide all material and labor necessary to perform the installation as per the construction documents and specifications. Site work scope includes various traffic control devices, soil erosion and sediment control measures, excavation, restoration of asphalt pavement, various driveway restorations, curb restoration, and landscape restorations. The Contract will allow **120** calendar days for completion of the work from the notice to proceed. 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#2025-W02 PLEASANT HILL ROAD 24-INCH PCCP RETIREMENT – PHASE II

ITEM #	DESCRIPTION	UNIT MEAS.	QUANT.	UNIT PRICE (In Figures)	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1	Mobilization * The lump sum unit price is not to exceed requirements of Section 017113	LS	1	$ 15,000.00	Fifteen Thousand Dollars	$ 15,000.00
2	Soil Erosion and Sediment Control	LS	1	$ 2,500.00	Two Thousand Five Hundred Dollars and Zero Cents	$ 2,500.00
3	Excavation, Test Pits (If and Where Directed)	CY	12	$ 350.00	Three Hundred Fifty Dollars and Zero Cents	$ 4,200.00
4	Excavation, Rock (If and Where Directed)	CY	110	$ 225.00	Two Hundred Twenty Five Dollars and Zero Cents	$ 24,750.00
5	Hot Mix Asphalt 25M64, Base Course, 8" Thickness (Trench)	SY	620	$ 24.00	Twenty Four Dollars and Zero Cents	$ 14,880.00

MORRIS COUNTY MUA

Price Proposal Table

ITEM #	DESCRIPTION	UNIT MEAS.	QUANT.	UNIT PRICE (In Figures)	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
6	Hot Mix Asphalt 9.5M64, Surface Course, 2" Thick (Curb to Curb)	SY	12,690	$ 16.00	Sixteen Dollars and Zero Cents	$ 203,040.00
7	8" DIP Cl 52 Water Main & Fittings	LF	30	$ 175.00	One Hundred Seventy Five Dollars and Zero Cents	$ 5,250.00
8	12" DIP Cl 52 Water Main & Fittings	LF	1,790	$ 205.00	Two Hundred Five Dollars and Zero Cents	$ 366,950.00
9	Specialty Connection 24" PCCP to 12" DIP (From STA. 17+66 to STA. 17+94) Complete in Place	LS	1	$ 45,000.00	Forty Five Thousand and Zero Cents	$ 45,000.00
10	Water Main Disinfection & Dechlorination	LF	1,820	$ 1.00	One Dollar and Zero Cents	$ 1,820.00
11	1" Water Service Connection	EA	3	$ 2,800.00	Two Thousand Eight Hundred Dollars and Zero Cents	$ 8,400.00
12	Hydrant Assembly	EA	3	$ 14,500.00	Fourteen Thousand Five Hundred Dollars and Zero Cents	$ 43,500.00
13	8" Gate Valve	EA	1	$ 3,800.00	Three Thousand Eight Hundred Dollars and Zero Cents	$ 3,800.00
14	12" Gate Valve	EA	7	$ 5,800.00	Five Thousand Eight Hundred Dollars and Zero Cents	$ 40,600.00
15	24" PCCP Line Stop (If and Where Directed)	EA	1	$ 55,000.00	Fifty Five Thousand Dollars and Zero Cents	$ 55,000.00
16	Soil Waste Characterization (Allowance)					$ 10,000.00
17	Maintain and Protect Traffic	LS	1	$ 3,500.00	Three Thousand Five Hundred Dollars and Zero	$ 3,500.00
18	Unforeseen Conditions (Allowance)					$ 30,000.00
19	Uniformed Traffic Directors (Allowance)					$ 60,000.00
20	Fuel Price Adjustment (Allowance)					$ 20,000.00

MORRIS COUNTY MUA

Price Proposal Table

ITEM #	DESCRIPTION	UNIT MEAS.	QUANT.	UNIT PRICE (In Figures)	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
21	Asphalt Price Adjustment (Allowance)					$ 20,000.00
22	Water Main Temporary Bypass Piping, Hydrant, and Services, Complete (If and Where Directed)	LS	1	$ 2,500.00	Two Thousand Five Hundred	$ 2,500.00

TOTAL BASE BID PRICE: $ 980,690.00 **(In Figures)**

COMPANY NAME: RELAX Contracting Corp.

- 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 inclusive of Base Bid items.
- Bids must provide pricing for all base bid items. Bids that do not provide pricing for base bid will be rejected.

MORRIS COUNTY MUA

Price Proposal Signature Form

From: REMAX Contracting Corp

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#2025-W02 PLEASANT HILL ROAD 24-INCH PCCP RETIREMENT – PHASE II

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: REMAX Contracting Corp

Representative's Name (print): Xavier Pimenta

Representative's Signature:

Title: Vice President

Complete Address: 1165 River Road Flemington, NJ 08822

Affix Seal if Corporation:

MORRIS COUNTY MUA

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Bid. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address:
20 years

If less than 5 years, list previous names and address:
N/A

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: No. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: No

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:
See Attached

List all major subcontractors to be used to complete the service and the area of their responsibility:
None.

MORRIS COUNTY MUA

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: See Attached **Phone:**

Address:

Equipment/Service Provided:

Contract Amount:

Name: **Phone:**

Address:

Equipment/Service Provided:

Contract Amount:

Name: **Phone:**

Address:

Equipment/Service Provided:

Contract Amount:

Name: **Phone:**

Address:

Equipment/Service Provided:

Contract Amount:

MORRIS COUNTY MUA

Instructions for Completing the Initial Project Workforce Report AA201

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT - CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Emp l oyer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.

2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.

3. Enter the prime contractor's name, address and zip code number.

4. Check box if Company is Minority Owned or Woman Owned

5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.

6. Enter the name and address of the project, including the county in which the project is located.

7. gg

8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.

9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.

10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDING THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:
NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O.BOX209
TRENTON, NJ 08625-0209
(609) 292-9550

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

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 20-3397878

2. CONTRACTOR ID NUMBER 15596

3. NAME AND ADDRESS OF PRIME CONTRACTOR

Reivax Contracting Corp
(Name)

165 River Road
(Street Address)

Flemington NJ 08822
(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name: Morris County Mua

Address:
370 Richard Mine Road, Wharton NJ 07885

CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD

6. NAME AND ADDRESS OF PROJECT

Name:

Address:

COUNTY Morris

7. PROJECT NUMBER

8. IS THIS PROJECT COVERED BY A PROJEC LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	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	1				1					
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER	1				1					
18. LABORER	3				3					
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)

XAVIER PIMENTA
10. (Please Print Your Name)

VICE PRESIDENT
(Title)

908 864-4253
(Area Code) (Telephone Number) (Ext.)

(Date)

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

EXHIBIT B

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 applicant's 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. l7:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

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:

(l) 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;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

The contactor or subcontractor shall interview the referred minority or women worker.

If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate quallfication 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.

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.

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 worker's in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or

arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the 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.

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

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

MORRIS COUNTY MUA

Mandatory Equal Employment Opportunity Language

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

Business Name: REMAX Contracting Corp

Representative's Name (print): Xavier Pimienta - Vice President

Representative's Signature:

Date: November 20, 2025

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 thereunto, 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 frill 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): RENAX Contracting Corp

Representative's Name (Print): Xavier Pimenta

Representative's Title: Vice President

Representative's Signature:

Phone: 908-864-4253 **Date:** November 20, 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): RENAX Contracting Corp

Representative's Name (Print): Xavier Amenta

Representative's Title: Vice President

Representative's Signature:

Phone: 908-864-4253 **Date:** 908-864-4257

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: RE/MAX Centralny Corp

Organization Address: 165 River Road Flemington, NJ 08822

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
Kimberly A. Pimenta	58 Robin Glen Rd Watchung, NJ
Xavier Pimenta	58 Robin Glen Rd Watchung, NJ

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):	Xavier Pimenta	Title:	Vice President
Signature:		Date:	November 20, 2025

MORRIS COUNTY MUA

Corporate Acknowledgement

STATE OF New Jersey)
COUNTY OF Morris)) SS:

On this 20th day of November in the year 2025, before me personally came

and appeared
Xavier Pimentel

to me known, who, being by me duly sworn, did depose and say, that he resides at
58 Robin Glen Rd Watchung, NJ 08822

;

That he is the
Vice President
(principle executive officer or duly authorized representative)

of RELIAX Contracting Corp,

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

(Seal)

Britny Ramirez
Notary Public

_____ County, State

BRITNY RAMIREZ
Notary Public, State of New Jersey
Comm. # 50213391
My Commission Expires 9/8/2028

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

MORRIS COUNTY MUA

Certified Copy of Resolution of Board of Directors

RENAX Contracting Corp
(Name of Corporation)

RESOLVED that Kimberly A. Pimenta / Xavier Pimenta, President / Vice President
(Person Authorized to Sign) (Title)

of RENAX Contracting Corp be authorized to sign and submit the Bid of this
(Name of Corporation)

Corporation for the following project:

BID#2025-W02 PLEASANT HILL ROAD 24-INCH PCCP RETIREMENT – PHASE II

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

RENAX Contracting Corp at a meeting of its Board of Directors

held on the 6th day of August, 2021.

By _____

Title Xavier Pimenta - Vice President

(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 CONTRACTORS

[DEPARTMENT] TREASURY
DIVISION OF [illegible]
PO BOX 252
TRENTON, N J [illegible]

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TRADE NAME:
CLIENT REGISTRATION

TAXPAYER IDENTIFICATION#:
970-097-382/500

SEQUENCE NUMBER:
01073[illegible]

ADDRESS:
847 ROEBLING AVE
TRENTON NJ 086[illegible]

ISSUANCE DATE:
07/14/04

EFFECTIVE DATE:
01/0[illegible]

FORM BRC(08-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

SAMPLE

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:

20041014112823533

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 XP

MORRIS COUNTY MUA

Non-Collusion Affidavit

STATE OF NEW JERSEY
MORRIS COUNTY MUNICIPAL UTILITIES AUTHORITY ss:

I certify that I am Vice President

of the firm of Rewax Contracting Corp

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 20th day of November, 2025

Print Name of Affiant: Xavier Pimenta

Notary Public of Britny Ramirez

My commission expires

BRITNY RAMIREZ
Notary Public, State of New Jersey
Comm. # 50213391
My Commission Expires 9/8/2028

MORRIS COUNTY MUA

Affidavit of Non-Debarred Status

AFFIDAVIT OF NON-DEBARRED STATUS

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

I, Xavier Pimenta of the City/Town of Watchung, in the County of Somerset and the State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am Xavier Pimenta (Name), a Vice President (Title, Position, etc.) of Renax Contracting Corp (Name of Firm, Company or Corporation), the Bidder 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.

(Seal if Corporation)

(Signature of Bidder)

Xavier Pimenta - Vice President
(Printed or Typed Name & Title of Bidder)

165 River Road Flemington, NJ
(Address of Bidder)

MORRIS COUNTY MUA

Non-Debarment Certification – Federal Level

CERTIFICATION THAT BIDDER AND ALL ITS AFFLIATES ARE NOT DEBARRED AT THE FEDERAL LEVEL FROM CONTRACTING WITH ANY FEDERAL GOVERNMENT AGENCY

STATE OF NEW JERSEY

ss

COUNTY OF Morris

I, Xavier Pimenta of the City of Watchung

in the County of Somerset and the State of New Jersey of full age,

being duly sworn according to law on my oath depose and say that:

I am Vice President, an officer of the firm of RELIAX Contracting Corp and that I executed and submitted the within bid with full authority to do so that said bidder and any affiliate[1] of the bidder at the time of making of this bid, is not debarred at the federal level from contracting with a federal government agency; and that all statements contained in said bid and in this certification are true and correct, and made with the full knowledge that The Morris County Municipal Utilities Authority as local unit relies upon the truth of the statements contained in the bid and in the statements contained in this certification in awarding the contract for the work to be performed.

The undersigned further warrants that should the name of the bidder making this bid or any affiliate of the bidder or any successors of the same become debarred from contracting with any federal government agency or appear on the federal System for Award Management at any time prior to, and during the life of the contract, including the guarantee period, that the Morris County Municipal Utilities Authority shall be immediately notified of such debarment.

The undersigned understands that any natural person, company, firm, association, corporation, or other entity and any affiliate of the same that is debarred at the federal level from contracting with a federal government agency shall be debarred from contracting for any public work in this State.

RELIAX Contracting Corp - 165 River Road Flemington, NJ

(Insert Name and Address of Contractor)

Xavier Pimenta - Vice President

(Insert Name and Title of Affiant)

Subscribed and sworn

before me this 20th day

of November 2025

Britny Ramirez

BRITNY RAMIREZ
Notary Public, State of New Jersey
Comm. # 50213991
My Commission Expires 9/8/2028

Notary Public of _____

My commission expires _____, 20____

[1] An "affiliate" is defined to mean any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. Any entity controls another entity if it owns, directly or individually, more than 50% of the ownership interest in that entity.

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:	Solicitation Title:
SCE-128125.425	Pleasant Hill Rd 24-Inch PCCP Retirement

Bidder's Name and Address:

Name: REMAX Contracting Corp

Address: 1165 River Road Flem

City: Flemington State: NJ Zip Code: 08822

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:

Xavier Pimenta	Vice President	November 20, 2025
(Signature)	(Title)	(Dat

MORRIS COUNTY MUA

Subcontractor Utilization Plan Form

SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN BID STANDARD TERMS AND CONDITIONS)	Solicitation No.: SCS-R8125.425
NOTE: If utilizing subcontractors, failure to submit the properly completed form will be sufficient cause for rejection of the bid as non-responsive.	Solicitation Title: Pleasant Hill Road
Bidder's Name and Address: RELIAX Contracting Corp 165 River Road Flemington, NJ 08822	Bidder's Telephone No.: 908-806-4253 Bidder's Contact Person: Xavier Pimentel

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
None		

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)	Xavier Pimenta-Vice President (Title)	November 20, 2025 (Date)

MORRIS COUNTY MUA see Attached

Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, Hereinafter called the Principal, as Principal, and the_____

_____ of _____ a corporation duly organized

under the laws of the State of _____, hereinafter called the Surety, as Surety are held and

firmly bound unto _____hereinafter called the Obligee, in the

sum of _____ Dollars, ($_____) 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 _____

_____

_____

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 _____day of _____ , 20 _____. In the presence of:

_____ (SEAL)
(Principal)

_____ _____
(Witness) *(Title)*

_____ (SEAL)
(Surety)

_____ _____(SEAL)
(Witness) *(Title)*

MORRIS COUNTY MUA N/A

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 NA

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)

_____ _____ (SEAL)

(Surety)

_____

(Attorney-in-fact)

MORRIS COUNTY MUA See Attached

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 _____day of _____, 20___

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

By_____
Surety Company
Attorney-in-Fact

Attest:

_____

MORRIS COUNTY MUA see Attached

Surety Acknowledgement

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____ in the year 20____ before me personally came _____ to me known, who being by me duly sworn, did depose

and say, that he resides in _____,

that he is the _____ of _____,

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)

CONTRACTOR ACKNOWLEDGMENT

STATE OF _____)
) SS:
COUNTY OF _____)

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

came _____ to me known, who being by me duly

sworn, did depose and say, that he resides in _____; that he is the

_____of _____, 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) _____

MORRIS COUNTY MUA See Attached

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

(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 re-insure 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.

MORRIS COUNTY MUA See Attached

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)

MORRIS COUNTY MUA See Attached.

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

_ _

or

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

(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

I—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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	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*
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
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

Lowest Bidder Prevailing Wage Certification

In the matter of an award of a contract for public Work for a project described as: Motor Control Center	)))	State of New Jersey - Department of Labor Workforce Development Division of Wage & Hour Compliance

Xavier Pimenta, of full age and under oath, duly provides the following sworn statement:

1. I am the owner and/or highest-ranking official or officer of a company or firm named RENAX Construction Corp, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number 660471
2. I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.
3. The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations,
    a. For appropriate locality
    b. For the appropriate work classification (e.g. carpenter, electrician, mason, plumber)
    c. For the appropriate job title (e.g. Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA) N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C28-3, within the New Jersey Code of Criminal Justice.

Date: November 20, 2025

Name (Printed): Xavier Pimenta Vice President

Signature:

Title: Vice President

TECHNICAL SPECIFICATIONS FOR:

PLEASANT HILL ROAD 24-INCH PCCP RETIREMENT PHASE II

FILE NO.: SCE-R8125.Y25
MCMUA Contract No: 2025-W02

MORRIS COUNTY

MUNICIPAL UTILITIES AUTHORITY

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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Attachment 4 SAMPLE GENERAL MAINTENANCE BOND

SECTION 010000
GENERAL REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

A. Means and methods of construction are Contractor's responsibility unless expressly provided otherwise in Contract Documents.

B. Verify measurements and conditions at project site before beginning work.

1. The Contractor shall be responsible for the coordination and relation of the work to all trades. The Contractor shall familiarize himself with all details of the work, verify all conditions, dimensions and advise the Contracting Officer of any discrepancy until fully resolved.

C. Specification text which implies or requires specific responsibility for portions of the work is for the purpose of identifying "recognized expert" for that portion of the work.

1. Coordinate setting drawings, diagrams, templates, and instructions for installation by one trade of products supplied by another trade.

2. Coordinate delivery of such products for incorporation into the work in a timely manner.

D. Final responsibility for fulfillment of Contract Document requirements remains with the Contractor.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 011000
SUMMARY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. "Information for Bidders" and "General Conditions of the Contract", apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification:

1. Project Location: Pleasant Hill Road, County of Morris, State of New Jersey.

B. Owner: Morris County Municipal Utilities Authority (MCMUA), County of Morris, State of New Jersey

C. Engineer: Michael K. McAloon, PE
SUBURBAN CONSULTING ENGINEERS, INC.
96 U.S. Highway 206, Suite 101
Flanders, New Jersey 07836
Tel: (973) 398-1776
Fax: (973) 398-2121

The Engineer (**SUBURBAN CONSULTING ENGINEERS, INC.**) has been engaged for this Project to serve as an advisor to Owner and to provide assistance in administering the Contract for Construction between Owner and Contractor, according to a separate contract between Owner and Engineer.

D. The outline of the items of Work listed below is general and shall not necessarily constitute the entire Work to be performed under the Contract. The Work shall consist of but not be limited to the following:

1. Prestressed Concrete Cylinder Pipe (PCCP) Water Main Retirement
2. Ductile Iron Pipe (DIP) and Appurtenance Installation and Replacement
3. Existing Infrastructure Abandonment
4. Hydrant Installation and Replacements
5. Water Service Transfers and Relocations
6. Surface Restorations
7. Soil Erosion and Sediment Control Measures

1.3 WORK PHASES

A. The Work shall be conducted in one (1) phase to complete necessary work as indicated herein the Construction Documents. The Work shall be planned so that work items are performed in a logical and practical order.

B. Before commencing Work, the Contractor shall submit a schedule showing the sequence, commencement, and estimated completion date for all items of the Work.

1.4 USE OF PREMISES

A. General: The Contractor shall have limited use of premises for construction operations.

B. Use of Site: Limit use of premises areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine any construction demolition operations as indicated within the Contract documents.
2. Owner Occupancy: Allow for Owner occupancy of Project sites.
3. Driveways and Entrances: Keep driveways, and all access to residencies and premises clear and available to Homeowner, Owner, and emergency vehicles at all times. Do not use these areas for construction parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.5 WORK RESTRICTIONS

A. Work Hours: Work shall be generally performed at the Project site during normal business working hours as detailed in the General Conditions of the Contract, Article 39, Hours of Operation, except otherwise indicated.

B. Existing Utility Interruptions: Do not interrupt utilities serving residences unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer and Owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's and Owner's written permission.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the CSI "Master Spec Format" 2020 numbering system.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall", "shall be", or "shall comply with", depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

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 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 Proposal 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.

B. Allowance Bid Items: A bid item included in the Contract Price where the amount of work included in the bid item cannot be determined prior to Construction.

C. Contingency Bid Items: A bid item included in the Contract Price for unanticipated work that may arise during Construction.

1.3 LUMP SUM ITEMS

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 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 this section and 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.

J. Documentation:

1. For any allowance or contingency items, 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.

1.4 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 that may be made from those specified and ordered by the Engineer. The same classes of work as may be covered under such unit price adjustment items may also be 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 specified.

1.5 ALLOWANCES

A. Allowances as indicated in the Bid Form, are considered provisional amounts to be used only if needed. Allowances are exclusive of work indicated in the Contract Documents for which payment is included under other items on the Bid Form. No work may be performed under an allowance without prior written approval from the Owner.

B. Any unused balance of the allowances shall revert to the Owner upon completion of the project. Prior to final payment, the original amount provided for allowances shall be adjusted to the actual costs by deductive Change Order, adjusting the contract price, accordingly.

C. The Contractor shall make no claim, nor receive any compensation, for anticipated profits, loss of profit, damages, or any extra payment due to any unexpended portion of the allowances.

D. The Contractor is to include time for allowance work in the construction schedule. No adjustment of Contract Time shall be allowed for any work performed under allowance items.

E. Unless otherwise indicated in the specific measurement and payment provisions under allowance items, the measurable and allowable costs for work performed under an Allowance item shall be limited to the actual, demonstratable, and direct costs associated with that Allowance item.

F. No mark-up for overhead or profit shall be included for payment under an Allowance account item. Overhead and profit shall be included in the contract base bid or allocated across other bid items.

G. Work authorized by the Owner under an allowance may be performed as a lump sum (negotiated before the fact), unit prices (when applicable), or time and material. For work performed under time and material, Contractor shall submit detailed verification (break-down) of all costs, subject to the approval of the Engineer or the Owner.

H. 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 13: Changes 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 MOBILIZATION (ITEM NO. 1)

A. **Mobilization** will not be measured. Payment will be made on a Lump Sum basis, regardless of the number of times the Contractor shuts down and returns to the Project.

B. **Mobilization** shall consist of the cost of initiating the Contract. The provisions for payment for the item mobilization supersede any provisions elsewhere in the specifications for including the costs of these initial services in the prices bid for the various items scheduled in the proposal. The lump sum price bid for mobilization shall be payable to the Contractor whenever They shall have completed ten percent (10%) of the Work of the Contract. For the purposes of this item, ten percent (10%) of the Work shall be considered completed when the total of payments earned, exclusive of the amount bid for this item, shown on the monthly certificates of the approximate quantities of work done, shall exceed ten percent (10%) of the total price bid for the Contract. The lump sum price bid for mobilization is limited to 3% of the total contract price.

3.2 SOIL EROSION AND SEDIMENT CONTROL (ITEM NO. 2)

A. **Soil Erosion and Sediment Control** shall include all labor, tools, materials, precautionary measures, and equipment necessary to to provide, install, and maintain soil erosion and sediment control measures, methods, and devices throughout the duration of the project. Measures shall include, but are not limited to, confining activities within designated areas of the project, limit noise and air pollution emissions, proposer disposal of unusable and unsuitable materials, surface and groundwater protection, tree and vegetation protections, project area restorations. This includes all soil erosion and sediment control devices, equipment, maintenance, removal of all erosion control devices, and all other items incidental to the performance of this work.

B. Measurement for **Soil Erosion and Sediment Control** will not be made, instead payment will be made on a lump sum basis.

3.3 EXCAVATION, TEST PITS (IF AND WHERE DIRECTED) (ITEM NO. 3)

A. **Excavation, Test Pits (If and Where Directed)** shall include all necessary labor, equipment, material, and procedures for the excavation necessary to properly install the various improvements indicated on the Plans, as directed by the Engineer. This line item shall include the sawcutting, excavation, backfill, compaction, temporary restoration, final restoration and any associated work.

B. Measurement and payment for **Excavation, Test Pits (If and Where Directed)** shall be on a cubic yard basis of the excavated material at the location as directed by the Owner and Engineer. Any work performed without authorization by the Engineer and Owner shall not be compensated.

3.4 EXCAVATION, ROCK (IF AND WHERE DIRECTED) (ITEM NO. 4)

A. **Excavation, Rock (If and Where Directed)** shall include any and all work, labor, equipment, and procedures associated with identification and excavation of rocks found within excavation of the area of which scope of work under the contract is associated. The line item shall include the identification and removal of the rock from the trench and work area upon excavation. The line item shall be on an If and Where Directed basis, based on the location as represented on the contract plans and/or based on the approvals of the Owner and Engineer. Any work performed without authorization by the Engineer and Owner shall not be compensated.

B. Measurement for **Excavation, Rock (If and Where Directed)** shall be based on a cubic yard basis of the excavated rocks taken from the area of proposed excavation represented on the contract drawings and as directed by the Owner and Engineer.

C. Rock is defined as a boulder more than one (1) cubic yard in volume and solid rock, a single solid-ledge formation or number aggregate conglomerate deposits that possess the characteristics of solid stone that can only be removed by means of quarry-type operations. Hard and compact materials such as hardpan, frozen earth, cemented gravel, glacial till, and relatively soft or disintegrated rock that can be removed without continuous and systematic drilling and splitting, hoe ramming, or drilling and blasting will not be considered rock. Short periods during the excavation operations that may require picking, wedging, barring, or jack-hammering to maintain production will not be considered as rock excavation.

D. Remove rock at least twenty-five feet (25') in advance of laying pipe, unless directed otherwise, to a point directly under the pipe, six inches (6") below the outer bottom, and to the width over the outside of the pipe (exclusive of bells) on each side as stated in width and depth of trenches. Remove rock at joints so that they may be properly made.

E. Removal of material not classified as rock is considered normal unclassified excavation and removed at the Contract's risk with no additional compensation. Do not place any material removed as rock excavation with any approved or suitable backfill materials except as otherwise specified or directed. An area within the project site will be designated prior to construction in coordination with the project site representative for the disposal of rock. Make allowances for hauling and the placement of rock to be combined with other excess or spoil material. Rough grade and stabilize the designated disposal area in accordance with standard provisions of the Soil Conservation District and project plan certification.

F. Drilling and blasting for rock excavation is not allowed under this Contract unless otherwise directed and approved by the Engineer and Owner.

G. Payment for **Excavation, Rock (If and Where Directed)** shall be made at the unit bid price on a cubic yard basis, that is on an If and Where Directed basis, following approval from the Engineer and Owner. Additional compensation above and beyond the unit bid price will not be made for the presence and absence of rock.

3.5 HOT MIX ASPHALT 25M64, BASE COURSE, 8" THICKNESS (TRENCH) (ITEM NO. 5)

A. **Hot Mix Asphalt 25M64 Base Course, 8" Thick (Trench)** shall include all necessary labor, equipment, and material used for the installation of 8 inches of Hot Mixed Asphalt (HMA) 25M64 Base Course for the trench restorations located. Base course shall be utilized and installed directly on top of the Compacted Soil Aggregate Designation I-5 or DGA as required for temporary restorations of the road. This item shall include any and all necessary preparation of subbase or milled surface, sawcutting if applicable, all furnishing, spreading, grading, and rolling of asphalt base course materials. Base Course shall be Hot Mix Asphalt, 25M64, a minimum thickness of eight inches (8"). Contractor to match existing grades of roadway to ensure when surface course is installed no ponding will occur and runoff will be directed to all existing catch basins within roadway.

B. Measurement and Payment for **Hot Mix Asphalt 25M64 Base Course, 8" Thick (Trench)** shall be based on square yard of the actual HMA 25M64 material used to complete the necessary trench restoration requirements.

C. No additional measurement or payment shall be made if the excavated trench is wider than depicted on the contract drawings.

D. Payment for any and all temporary traffic markings or devices will not be made.

3.6 HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICKNESS (CURB TO CURB) (ITEM NO. 6)

A. **Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick (Curb to Curb)** shall include all necessary labor, equipment, and material used for the installation of 2 inches of Hot Mixed Asphalt (HMA) 9.5M64 Surface Course for Curb to Curb restoration along the project route. Surface pavement restoration shall meet existing grades to provide a smooth transition to the existing surface. Work shall include sawcutting, milling, disposal, joint sealer, placement of HMA surface course per specified mix unless otherwise directed by the Authority having Jurisdiction and traffic marking and device replacement.

B. Measurement and Payment for **Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick (Curb to Curb)** shall be based on square yard of the actual HMA 9.5M64 material used to complete the necessary surface restoration requirements.

C. Payment for any and all temporary traffic markings or devices will not be made.

D. Permanent traffic markings are to be installed under this line item, upon finishing and settling of the pavement, and shall be included under the working terms of this line item. Permanent pavement traffic striping and markings shall be made and be compliant with the materials outlined in the *2019 Standard Specifications for Road and Bridge Construction, Section 610 – Traffic Stripes, Traffic Markings, and Rumble Strips*, per the New Jersey Department of Transportation.

3.7 8" DIP CL 52 WATER MAIN & FITTINGS (ITEM NO. 7)

A. **8" DIP CL 52 Water Main & Fittings** shall include all labor, material, and equipment required to install the proposed 8-Inch Diameter Water Main as depicted on the contract drawings. This work shall include, but is not limited to, the following: sawcutting, surface cover removal, transportation and disposal of excavated materials, various excavation styles and backfill, complete in place, and pressure tested through all valves, fittings, various curb and sidewalk replacement, surface restoration as may be required, existing infrastructure abandonment and shown on the Plans.

B. Measurement and payment for **8" DIP CL 52 Water Main & Fittings** shall be on a linear foot basis for actual pipe installed as measured in the field by Contractor and onsite representative. Excavation trench widths shall match as indicated on the Contract Drawings.

C. No measurement or payment for extra excavation depth will be made. Measurement for removal and resetting of existing water valve boxes that are not part of the new water mains and connections will not be made. No additional payment will be made for fittings, restraining items, transition couplings, solid sleeves, thrust blocks, or excavation depths that require greater depths to cross existing utilities.

3.8 12" DIP CL 52 WATER MAIN & FITTINGS (ITEM NO. 8)

A. **12" DIP CL 52 Water Main & Fittings** shall include all labor, material, and equipment required to install the proposed 12-Inch Diameter Water Main as depicted on the contract drawings. This work shall include, but is not limited to, the following: sawcutting, surface cover removal, transportation and disposal of excavated materials, various excavation styles and backfill, complete in place, and pressure tested through all valves, fittings, various curb and sidewalk replacement, surface restoration as may be required, existing infrastructure abandonment and shown on the Plans.

B. Measurement and payment for **12" DIP CL 52 Water Main & Fittings** shall be on a linear foot basis for actual pipe installed as measured in the field by Contractor and onsite representative. Excavation trench widths shall match as indicated on the Contract Drawings.

C. No measurement or payment for extra excavation depth will be made. Measurement for removal and resetting of existing water valve boxes that are not part of the new water mains and connections will not be made. No additional payment will be made for fittings, restraining items, transition couplings, solid sleeves, thrust blocks, or excavation depths that require greater depths to cross existing utilities.

3.9 SPECIALTY CONNECTION 12" DIP TO 24" PCCP (FROM STA. 17+66 TO STA. 17+94) COMPLETE IN PLACE (ITEM NO. 9)

A. **Specialty Connection 12" DIP to 24" PCCP (From Sta. 17+66 To Sta. 17+94) Complete In Place** shall include all labor, material, and equipment required to complete the specialty connection as depicted on the contract drawings. Under this item, the Contractor shall construct water main specialty connection as shown by the defined limits on the plans and specified hereafter. The Contractor shall provide all labor, equipment, materials, tools, test pits to expose the PCCP joint, reinforced concrete keyway, DIP pipe and fittings, and all other incidentals necessary for the special conditions and extraordinary work required for the water main installation at specified Connection, complete in place at the following specified project locations as indicated on the plans. The Contractor shall furnish a set of 24-inch male and female PCCP to DIP adaptors and all necessary accessoires to complete the connection. The Contractor shall furnish and deliver to the MCMUA any un-used PCCP adaptor materials remaining after the work has been completed.

B. Measurement for **Specialty Connection 12" DIP to 24" PCCP (From Sta. 17+66 To Sta. 17+94) Complete In Place** shall not be made, instead payment will be made on a lump sum basis.

3.10 WATER MAIN DISINFECTION & DECHLORINATION (ITEM NO. 10)

A. **Water Main Disinfection & Dechlorination** shall include any necessary chlorination and dechlorination equipment, water supply, feeding or sampling ports and taps, fittings, equipment, pressure and bacteriological testing/reporting and all other work necessary for finished water through the main. No payment shall be made until the Contractor provides satisfactory certified laboratory bacteriological test results to and approved by the Owner.

B. Measurement and Payment for **Water Main Disinfection & Dechlorination** shall be on a linear foot of water main for all diameters disinfected and dechlorinated. No payment shall be made for re-disinfection or re-dechlorination as may be necessary to completely disinfect the water for final distribution.

3.11 1" WATER SERVICE CONNECTION (ITEM NO. 11)

A. **1" Water Service Connection** shall include but is not limited to, the following: sawcutting, surface cover removal, transportation and disposal of excavated materials, various excavation styles and backfill, maintenance of excavation, corporation valve, copper service, curb valve and box, reconnection into existing service of varying size, various curb and sidewalk replacement, surface restoration as may be required and shown on the Plans.

B. Measurement and payment for **1" Water Service Connection** shall be made per each complete installation as indicated above.

3.12 HYDRANT ASSEMBLY (ITEM NO. 12)

A. **Hydrant Assembly** shall include but is not limited to, the following: all saw cutting; surface coarse removal; transportation and disposal of excavated materials; installing and removing sheeting and bracing; dewatering; backfill and compaction of select material; installation of all thrust restraint; all curb and sidewalk replacement; driveway replacement; and all else necessary to make a complete hydrant connection. The work shall also include all pressure testing, flushing, and disinfection.

B. The Contractor is responsible to furnish and install hydrants furnish all labor, equipment and material necessary to remove existing hydrant assemblies; and install new hydrant assemblies at locations shown on the Contract Drawings. The work shall include all required restraint in full accordance with the Contract Drawings and detailed Specifications. All removed hydrants must be returned to Owner. The Contractor will be responsible to remove all existing hydrant tags from the removed hydrants and return to the Owner.

C. All hydrant assemblies shall include a new shutoff valve whether a valve currently exists or not, new 6-inch ductile iron runout piping, and fittings necessary, a new hydrant tee, couplings as necessary to connect the assembly to the water main, restraint, thrust blocks and hardware in accordance with the design documents.

D. Measurement for **Hydrant Assembly** will be per each hydrant assembly removed and replaced.

E. Payment will be made at the unit price bid for each hydrant assembly constructed. No additional payment shall be made for couplings, spool pieces of ductile iron pipe, restraint or hardware used to reconnect the water mains at the hydrant tee. All costs for reconnecting the water mains shall be included in the unit cost bid per each hydrant assembly.

3.13 8" GATE VALVE (ITEM NO. 13)

A. **8" Gate Valve** shall include all labor, equipment, and material for the furnishing and installation of the gate valves, as depicted on the plans for the proposed water main. The line item shall include the furnish and installation of a new gate valve, valve box and lid on the new water main. Trench restoration for the valve box shall be included under various bid items.

B. Measurement and payment for **8" Gate Valve** shall be made per each complete installation as indicated above.

C. Hydrant valves shall be measured and paid under the unit price bid for Hydrant Assembly.

3.14 12" GATE VALVE (ITEM NO. 14)

A. **12" Gate Valve** shall include all labor, equipment, and material for the furnishing and installation of the gate valves, as depicted on the plans for the proposed water main. The line item shall include the furnish and installation of a new gate valve, valve box and lid on the new water main. Trench restoration for the valve box shall be included under various bid items.

B. Measurement and payment for **12" Gate Valve** shall be made per each complete installation as indicated above.

C. Hydrant valves shall be measured and paid under the unit price bid for Hydrant Assembly.

3.15 24" INNER DIAMETER PCCP LINE STOP (IF AND WHERE DIRECTED) (ITEM NO. 15)

A. **24" Inner Diameter PCCP Line Stop (If And Where Directed)** shall include all labor, equipment, and material for the furnishing and installation of the 24" line stop on the existing 24" I.D. PCCP water main, as depicted on the plans, for the installation of proposed water main, fittings, and appurtenances. The line item shall include the furnish and installation of the 24" line stop on the existing PCCP water main.

B. Measurement and payment for **24" PCCP Line Stop (If And Where Directed)** shall be made per each complete installation as indicated above. Any work performed without authorization by the Engineer and Owner shall not be compensated. This line item shall be conducted on an If and Where Directed Basis.

3.16 SOIL WASTE CHARACTERIZATION (ALLOWANCE) (ITEM NO. 16)

A. **Soil Waste Characterization (Allowance)** shall include all sampling and testing of existing soils to be disposed of as necessary for waste characterization for the entire extents of the project. All labor, materials, and equipment required to perform this work as necessary for the disposal of excess excavations by a facility licensed to receive such materials shall be included in the price bid including

coordination, scheduling and oversite of the sampling and testing. The actual number of sampling locations and number of analyses to be performed shall be as required by the receiving facility

B. Measurement for **Soil Waste Characterization (Allowance)** shall be based on the actual work done as measured by the Engineer.

C. Payment for **Soil Waste Characterization (Allowance)** shall be made once a letter of pre-approval for disposal has been received, and shall be made on Contractor's time and material costs for performing the soil characterization work as approved by the Owner and Engineer.

3.17 MAINTAIN AND PROTECT TRAFFIC (ITEM NO. 17)

A. **Maintain and Protect Traffic** shall include the furnishing, storing, placing, maintaining, cleaning, repainting, re-facing and relocation of any and all barricades, drums, cones, lights, signs, traffic control vehicles, pavement markings, flagmen and all else incidental and necessary to adequately and safely maintain and protect vehicular (including residential driveways) and pedestrian traffic throughout the course of construction under this contract.

B. Measurement for the **Maintain and Protect Traffic** will not be made. Payment will be made on a lump sum basis.

C. No additional measurements or payments shall be made for multiple set-up, removal, and coordination throughout the course of construction. The line item shall include all work associated with any and all protection of traffic measures as required for appropriate construction.

3.18 UNFORESEEN CONDITIONS (ALLOWANCE) (ITEM NO. 18)

A. In the event that during the course of the work, it is found that additional work beyond the scope of the contract is required and is authorized in writing by the Engineer, that work shall be paid under **Unforeseen Conditions (Allowance).** This bid item shall include any and all labor, materials, equipment, supplies, overhead, insurance, and profit that may be incurred as a result of the additional work. Additional work may include, but not be limited to, additional construction activities related to the presence of additional below-grade conditions, field conditions differing from the plan set, or work that may arise as the result of weather conditions, natural disasters, or other such unforeseeable events.

B. Measurement for **Unforeseen Conditions (Allowance)** shall be based on the actual work done as measured by the Engineer.

C. Payment for **Unforeseen Conditions (Allowance)** will be made on Contractor's time and material costs for performing the work as approved by the Owner/Engineer and under the provisions of Supplementary Conditions 11.03.01.C.

3.19 UNIFORMED TRAFFIC DIRECTOR (ALLOWANCE) (ITEM NO. 19)

A. Payment for **Uniformed Traffic Directors (Allowance)** shall be made per man hour and reimbursement will be made to Contractor without markup upon receipt of applicable invoices from the Police Department. The Contractor shall arrange and coordinate with the police department having jurisdiction as necessary to have Uniformed Traffic Directors assigned at the times and locations required. Separate payment will not be made for the time spent in arranging and coordinating staffing

of Uniformed Traffic Directors, but all costs thereof shall be included in the prices bid for the various pay items in the proposal.

B. Measurement for **Uniformed Traffic Directors (Allowance)** shall be based on the invoices from the police department posted as the result of traffic direction work under the terms of the project.

C. Payment for **Uniformed Traffic Directors (Allowance)** shall be made per the invoices received upon approval of the Owner and Engineer.

D. No payment will be made for hours of Uniformed Traffic Directors which are not approved by the authority having jurisdiction.

3.20 FUEL PRICE ADJUSTMENT (ALLOWANCE) (ITEM NO. 20)

A. Price adjustments will be measured and paid for from the applicable allowance in strict accordance with the NJDOT Standard Specifications requirements and latest price indexes. The Engineer shall receive all calculations for review and approval prior to issuance of any payment.

B. Price adjustments may result in an increased payment to the Contractor for increases in the price indexes and may result in a reduction in payment for decreases in the price indexes.

3.21 ASPHALT PRICE ADJUSTMENT (ALLOWANCE) (ITEM NO. 21)

A. Price adjustments will be measured and paid for from the applicable allowance in strict accordance with the NJDOT Standard Specifications requirements and latest price indexes. The Engineer shall receive all calculations for review and approval prior to issuance of any payment.

B. Price adjustments may result in an increased payment to the Contractor for increases in the price indexes and may result in a reduction in payment for decreases in the price indexes.

3.22 WATER MAIN TEMPORARY BYPASS PIPING, HYDRANT, AND SERVICES, COMPLETE (IF AND WHERE DIRECTED) (ITEM NO. 22)

A. **Water Main Temporary Bypass Piping, Hydrant, and Services, Complete (If and Where Directed)** shall include all labor, equipment, materials, procedures, and coordination with the Owner, Engineer, and municipality residents for the setup, disinfection, testing, sampling, and temporary transfer of service connections as necessary to facilitate the installation of a temporary water main and hydrant as needed to feed properties within the project area that shall be displaced from regular water service as a result of necessary construction operations within the project.

B. This line item shall include all necessary pipes, fittings, valves, pumps, pressure release valves, hydrants, temporary water services, restraints, excavation, backfill, cold patch pavement, pavement restoration, landscaping restoration, ramps for driveways, and removal of the temporary bypass system once the water main is fully operated.

C. No additional payment shall be made for multiple setup, shutdowns, relocation, disinfection, pressure testing, and connection to existing utility service for temporary use, and shall be included under this line item.

D. The Contractor shall submit a temporary bypass plan as necessary for the complete bypass of the area of water main to be removed within the project scope as defined on the Contract Documents for approval prior to installation.

E. The Contractor shall perform disinfection upon establishment of the temporary bypass, consisting of testing chlorine residues to meet disinfection requirements as defined throughout the Contract Specifications. The Contractor shall flush and perform the activity again if the the chlorine residual is below value as defined in the Contract Specifications.

F. Measurement and payment for **Water Main Temporary Bypass Piping, Hydrant, and Services, Complete (If and Where Directed)** shall be made per each complete installation as indicated above. Any work performed without authorization by the Engineer and Owner shall not be compensated. This line item shall be conducted on an If and Where Directed Basis.

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: Use Form DPMC 9b, 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 of Owner Form DPMC 9b, Contractor Change Order Request.

1.6 WORK CHANGE DIRECTIVE

A. Work Change Directive: Engineer may issue a Work Change Directive on 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. 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 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Division 01 Section 012200 "Measurement and Payment" for administrative requirements governing use of unit prices.
3. Division 01 Section 013200 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

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. Name of specific licensed professionals (plumber, etc...)
   g. Change Orders (numbers) that affect value.
   h. 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 provided 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 Change Orders and Construction Change Directives issued before last day of construction period covered by application.

F. Transmittal: Submit three (3) 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. List of licensed professionals for work (licensed electrician, plumber, etc...)
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary if not final).
5. Products list.
6. Schedule of unit prices.
7. Submittals Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of building permits.
11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
12. Initial progress report.
13. Report of preconstruction conference.
14. Certificates of insurance and insurance policies.
15. Performance and payment bonds.
16. Data needed to acquire Owner's insurance.
17. 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. Contractors Release of Liens Affidavit
   c. Maintenance Bond as specified in the Agreement
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 013200 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. 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. Administrative and supervisory personnel.
2. Project meetings.
3. 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 the Engineer and Owner 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 Engineer 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 actions on submittals.
f. Incomplete RFIs or RFIs with numerous errors.

2. Action may include a request for additional information, in which case time for response will start again.
3. Section 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 013200
CONSTRUCTION PROGRESS DOCUMENTATION

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 012900 "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section 013100 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section 013233 "Photographic Documentation" for submitting construction photographs.
4. Division 01 Section 013300 "Submittal Procedures" for submitting schedules and reports.
5. Division 01 Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Preliminary Construction Schedule.
2. Contractor's Construction Schedule.
3. Submittals Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

1.3 DEFINITIONS

A. **Activity**: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. **Critical activities** are activities on the critical path. They must start and finish on the planned early start and finish times.
2. **Predecessor Activity**: An activity that precedes another activity in the network.
3. **Successor Activity**: An activity that follows another activity in the network.
4. **Cost Loading**: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Engineer.

B. **CPM**: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. **Critical Path**: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. **Event**: The starting or ending point of an activity.

E. **Float**: The measure of leeway in starting and completing an activity.

F. Float time belongs to Owner and is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

G. **Fragment**: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

H. **Major Area**: A story of construction, a separate building, or a similar significant construction element.

I. **Milestone**: A key or critical point in time for reference or measurement.

J. **Network Diagram**: A graphic diagram of a network schedule, showing activities and activity relationships.

K. **Resource Loading**: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit three (3) copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Engineer and Construction Manager final release or approval.

C. Preliminary Construction Schedule: Submit two (2) opaque copies.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

D. Contractor's Construction Schedule: Submit two (2) opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1. Submit one (1) electronic copy of schedule, using software indicated, on CD-R, and labeled to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date on label.

E. CPM Reports: Concurrent with CPM schedule, submit three (3) copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.

F. Daily Construction Reports: Submit two (2) copies at monthly intervals.

G. Material Location Reports: Submit two (2) copies at monthly intervals.

H. Field Condition Reports: Submit two (2) copies at time of discovery of differing conditions.

I. Special Reports: Submit two (2) copies at time of unusual event.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Engineer request.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section 013100 "Project Management and Coordination". Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages, interim milestones and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and re-submittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, licensed professionals, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit concurrently with preliminary bar-chart schedule. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (refer to special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.

B. Material Location Reports: At weekly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported

plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.3 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly time intervals, update schedule to reflect actual construction progress and activities. Issue schedule one (1) week time before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to Engineer, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 013233
PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. Employ a competent photographer to take construction record photographs prior to and periodically during the course of the Work.

1.2 PHOTOGRAPHY REQUIRED

A. Provide photographs taken on cutoff date for each scheduled Application for Payment.

B. For each project location, provide weekly photographs at each major stage of activity prior to any construction.

C. The Contractor shall have an average of 40 color digital photographs per month made of the work during its progress. The photographs shall be of such views and taken at such times as the Engineer directs. The photographer shall make at least two (2) separate trips to the project site over the course of the month to take the required photographs.

1.3 RELATED WORK

A. Preconstruction Photography and Videography is included in Section 013234.

1.4 COSTS OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified photography and CDs/DVDs/Flash Drives.

PART 2 PRODUCTS

2.1 DIGITAL PHOTOGRAPHS

A. Minimum resolution of digital photographs shall be 5 megapixels.

B. Each photograph shall have a date stamp for when it was taken. Photographs without a date stamp will not be accepted.

C. Each photograph shall have a short description of the view in the title with the photo number.

PART 3 EXECUTION

3.1 TECHNIQUE

A. Factual presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

3.2 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one photograph from the same overall view as previously.
2. Consult with the Engineer at each period of photography for instructions concerning views required.

3.3 ASSEMBLY OF PHOTOGRAPHS

A. Each digital photograph shall be labeled and dated. Photographs shall be organized in folders according to the work area.

B. Provide monthly progress photographs on a CD/DVD or flash drives.

3.4 DELIVERY OF PHOTOGRAPHS

A. Deliver photographs to the Engineer to accompany each Application for Payment on a CD/DVD or flash drive.

B. Distribution of CD/DVD or flash drive and the hard copy photographs shall be as follows:

1. Owner (one set).
2. Engineer (one set).
3. Contractor (one set).

END OF SECTION

SECTION 013234
PRE-CONSTRUCTION PHOTOGRAPHY AND VIDEOGRAPHY

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment, and incidentals required to photograph and/or video all areas within the project area, as shown in the drawings and as specified herein.

1.2 QUALIFICATIONS

A. Employ competent photographer and or videographer.

B. The audio shall be done by a person qualified and knowledgeable in the specifics of the contract, who shall speak with clarity and diction so as to be easily understood.

1.3 RELATED WORK

A. Construction Photographs are included in Section 013233.

1.4 PRECONSTRUCTION PHOTOGRAPHS

A. The Contractor shall discuss with the Engineer and shall take sufficient photographs prior to the start of construction to fully document existing conditions and at the end of construction to fully document conditions upon completion of the work.

B. The Contractor shall provide a minimum of 50 photographs of existing conditions prior to the start of site and access clearing and construction. Special attention shall be given to environmentally critical areas and areas outside of the public right-of- way. Photographs shall be labeled by station so that upon completion of the construction, or during construction, if necessary, subsequent photographs can be taken from the same control points.

1.5 COSTS OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified photography, videography, and CDs/DVDs (or flash drives) and all associated costs for the delivery of the specified items to the Owner and Engineer.

PART 2 PRODUCTS

2.1 DVD

A. The DVD(-R) shall be at a minimum, equal to Fuji Video DVD for professional use, similar to with a recording and playback time of 120 min./2mn and as manufactured by Fuji Photo Film Co. LTD or equal.

2.2 DIGITAL PHOTOGRAPHS

A. Minimum resolution of digital photographs shall be 5 megapixels.

B. Each photograph shall have a date stamp for when it was taken. Photographs without a date stamp will not be accepted.

C. Each photograph shall have a short description of the view in the title with the photo number.

PART 3 EXECUTION

3.1 PHOTOGRAPH TECHNIQUE

A. Factual presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.
2. Maximum depth-of-field.
3. Minimum distortion.

3.2 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

3.3 ASSEMBLY OF PRINTS

A. Each print shall be inserted in a separate, archival type, nonglare, photo protector.

B. Provide one suitable size binder for each set of prints. Binders shall be provided in sufficient quantity to hold all photographs taken for the duration of the contract. Each binder shall be labeled by engraving on the front and spine with the project name.

3.4 ASSEMBLY OF DIGITAL PHOTOGRAPHS

A. Each digital photograph shall be labeled and dated. Photographs shall be organized in folders according to the work area.

B. Provide photos on a CD/DVD or flash drives.

3.5 DISTRIBUTION

A. Distribution of digital photographs and pre-construction video as soon as processed shall be as follows:

1. Owner (one set).
2. Engineer (one set).
3. Contractor (one set).

3.6 DELIVERY, STORAGE AND HANDLING

A. No construction shall start until pre-construction photography and videography is complete. Any portion of the coverage deemed unacceptable by the Owner or Engineer shall be rerecorded by the Contractor at no additional charge.

3.7 PAYMENT

A. The work specified in this Section shall be considered incidental and the cost shall be included in the appropriate Contract Items and no separate payment will be made, therefore.

END OF SECTION

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 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Section 013233 "Photographic Documentation" for submitting construction photographs.
5. Section 014000 "Quality Requirements" for submitting test and inspection reports.
6. Section 017700 "Closeout Procedures" for submitting warranties.
7. Section 017839 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
8. Divisions 02 through 48 Sections for specific requirements for submittals in those Sections.

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 SUBMITTALS

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 copies electronically to the Engineer.

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. 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.

D. 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.

E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

G. 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.

H. 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.

I. 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.

J. Schedule of Tests and Inspections: Comply with requirements specified in Section 014000 "Quality Requirements."

K. 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.

L. 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.

M. 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.

N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.

O. 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.

P. 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.

Q. 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.

R. 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.

S. Construction Photographs: Comply with requirements specified in Section 013233 "Photographic Documentation".

T. Safety Data Sheets (SDSs): Submit information for all hazardous materials.

2.3 OPERATION AND MAINTENANCE MANUALS

A. The Contractor shall furnish five (5) bound operation and maintenance manuals of all approved equipment and principal materials used in the construction of the Work. Complete manuals shall include such information as manufacturer's brochures; drawings; cut sheets; wiring diagrams; maintenance procedures; parts lists, and any other pertinent information to clearly and fully describe operation, performance, and maintenance criteria.

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 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, State, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Section 012200 "Measurement & Payment" for testing and inspecting allowances.
2. Section 013200 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
3. Divisions 02 through 48 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

A. **Quality-Assurance Services**: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. **Quality-Control Services**: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer or Construction Manager.

C. **Product Testing**: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

D. **Source Quality-Control Testing**: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

E. **Field Quality-Control Testing**: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

F. **Testing Agency**: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. **Installer/Applicator/Erector**: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

H. **Experienced:** When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.4 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.

F. Testing Agency Qualifications: An NJDEP agency with the experience and capability to conduct water quality, and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

G. NJDEP State Certified Laboratory.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Testing Agency Responsibilities: Submit a certified written report of each test, and similar quality-assurance service to Engineer, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.5 RELATED DOCUMENTS

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

1.6 CONFLICTING REQUIREMENTS

A. General: If compliance with two (2) or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.7 QUALITY CONTROL

A. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures".

C. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within ten (10) days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Engineer, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. Firms acceptable by Owner to perform designated tests and inspections shall have the required certifications from New Jersey regulatory agencies.

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Engineer.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Engineer and Construction Manager's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 014200
REFERENCES

PART 1 GENERAL

1.1 DEFINITIONS

A. **General:** Basic Contract definitions are included in the Conditions of the Contract.

B. **Approved**: When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. **Directed:** A command or instruction by Architect. Other terms including "requested", "authorized", "selected", "required", and "permitted" have the same meaning as "directed".

D. **Indicated:** Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown", "noted", "scheduled", and "specified" have the same meaning as "indicated".

E. **Regulations:** Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. **Furnish:** Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. **Install:** Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. **Provide:** Furnish and install, complete and ready for the intended use.

I. **Project Site**: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

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.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly

into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S".

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASTM	American Society for Testing and Materials International www.astm.org	(610) 832-9585
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

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 014200 "References" for applicable industry standards for products specified.
2. Division 01 Section 017700 "Closeout Procedures" for submitting warranties for Contract closeout.
3. Divisions 02 through 48 Sections for specific requirements for warranties on products and installations specified to be warranted.

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 from, 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, which 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 017113
MOBILIZATION

PART 1 GENERAL

1.1 HEALTH AND SAFETY

A. This work shall consist of preparing and implementing a Health and Safety (H&S) Plan to establish in detail the protocols necessary for protecting workers from potential hazards during the work specified in Sections.

B. This Section describes the minimum health and safety requirements for this project. Develop a detailed H&S Plan using this Section as a basis and delineating additional details and requirements as deemed necessary. The H&S plan shall establish in detail the protocols necessary for protecting workers from potential hazards encountered during the work.

C. Potential chemical hazards include lead-based paint, PCBs, mercury, oils, and incinerator ash. Potential biological hazard includes pigeon guano (avian excrement).

D. Utilize the services of a certified industrial hygienist (CIH) by the American Board of Industrial Hygienists (ABIH) to develop and implement the H&S plan, including any on-site air monitoring program, conducting initial site-specific training and provide continued support for all health and safety activities as needed, including the upgrading or downgrading of the level of personnel protection.

E. In addition, a Site Safety and Health Officer (SSHO) shall assist and represent the CIH in the continued implementation and enforcement of the H&S Plan. The SSHO shall be assigned to the site on a full-time basis during performance of activities covered by the H&S plan and shall be either the Contractor's employee or a subcontractor who reports to the Contractor and the CIH in matters pertaining to site safety and health.

F. The H&S Plan shall include but not necessarily be limited to, the following components as required by OSHA 29 CFR 1926.65(b)4 and 1926.65(l)(2):

1. Site Description and Evaluation.
2. Names of key personnel and alternate responsible for site safety and health (responsibilities and chain of command).
3. Safety and health hazard assessment and risk analysis for each site task and operator (Accident Prevention Plan).
4. Education and Training.
5. Personnel Protective Equipment.
6. Medical Surveillance.
7. Air Monitoring (Environmental).
8. Standard Operating Procedures, Engineering Controls and Work Practices.
9. Site Control Measures (Work Zones, Communications and Security).
10. Personnel Hygiene and Decontamination.
11. Equipment Decontamination.
12. Logs, Reports and Record Keeping.

13. Heat/Cold Stress Monitoring.
14. Pre-emergency planning
15. Personnel roles, lines of authority, training and communication
16. Emergency recognition and prevention
17. Safe distances and places of refuge
18. Site security and control
19. Evacuation routes and procedures
20. Decontamination
21. Emergency Medical treatment and first aid
22. Emergency alerting and response procedures
23. Critique of response and follow-up
24. Personnel Protection Equipment and emergency equipment

1.2 SUBMITTALS

A. Submit within 14 days after issuance of Notice to Proceed, the following:

1. Qualifications of CIH.
2. Qualifications of SSHO.
3. H&S Plan

B. Complete, sign and submit a certification of compliance (provided as Form 1 at the end of this Section) attesting that the Contractor has prepared and implemented a written Lead Compliance Program in accordance with 29 CFR 1926.62. Obtain the services of a Certified Industrial Hygienist to develop and administer the lead Compliance Program.

PART 2 PRODUCTS

2.1 TRAINING

A. Certify that all Contractor personnel assigned for the purpose of performing or supervising work in accordance with the provisions of the H&S plan have received appropriate safety training in accordance with 29 CFR 1926.65. Training shall consist of a minimum of 40 hours of health and safety training and 8 hours refresher training annually. In addition, Contractor's supervisory personnel shall have a minimum of 8 hours additional specialized training for managing hazardous waste operations.

B. Additionally, the Contractor shall be responsible for, and shall guarantee that, only personnel successfully completing the required training are permitted to enter designated areas of the site where worker protection is required.

2.2 MEDICAL SURVEILLANCE

A. Certify that the services of an occupational physician will be provided and utilized to provide the minimum medical examinations and surveillance specified herein for all workers performing or supervising work in accordance with the provisions of the H&S plan.

B. The entire medical surveillance program shall meet the requirements of OSHA standard 29 CFR 1926.65(f) including the provision requiring the Contractor to obtain a physician's written medical opinion based on site specific information furnished by the Contractor.

C. Maintain all medical surveillance records in accordance with 29 CFR 1926.65 and make these records available to the Engineer or other regulatory agencies as required.

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 017300
EXECUTION

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. General installation of products.
2. Progress cleaning.
3. Starting and adjusting.
4. Protection of installed construction.
5. Correction of the Work.

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 013100 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section 013300 "Submittal Procedures" for submitting surveys.
3. Division 01 Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

A. Bench Test Receipts: Submit copy of receipts issued by a bench test facility, licensed to test removed meters, and receipts for salvageable meters.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates.
2. Examine walls, floors, for suitable conditions where products and systems are to be installed.
3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Contractor shall use appropriate personal protection equipment where required.

F. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.3 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than seven (7) days during normal weather or three (3) days if the temperature is expected to rise above 80 degrees Fahrenheit.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.4 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

A. The treatment, handling and disposal of construction waste from the demolition materials and suitable for ultimate transport and disposal to an approved landfill, or recycling facility reuse.

1.2 DEFINITIONS

A. **Construction Waste**: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. **Demolition Waste**: Building and site improvement materials resulting from demolition or selective demolition operations.

C. **Disposal**: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction. The phrase "to be removed" is consistent with disposal activities.

D. **Recycle**: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. **Salvage**: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

1.3 PERFORMANCE GOALS

A. General: Comply with Waste Management Plan contained in the Appendix that results in ultimate disposal of materials generated by the demolition Work.

1.4 SUBMITTALS

A. Waste Management Plan: Submit three (3) copies of plan within seven (7) days of date established for the Notice to Proceed.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Burning waste materials is prohibited.

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. Warranties.
3. 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.
2. Division 01 Section 013233 "Photographic Documentation" for submitting Final Completion construction photographs and negatives.
3. Division 01 Section 017300 "Execution" for progress cleaning of Project site.
4. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
5. Divisions 02 through 48 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

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, which 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

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Specifications.
2. Record Product Data.

1.2 SUBMITTALS

A. Record Specifications: Submit one (1) copy of Project's Specifications, including addenda and contract modifications.

B. Record Product Data: Submit one (1) copy of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

1.3 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.

B. Related Sections include the following:

1. Division 01 Section 017700 "Closeout Procedures" for general closeout procedures.
2. Divisions 02 through 48 Sections for specific requirements for Project Record Documents of the Work in those Sections.

PART 2 PRODUCTS

2.1 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders Record Product Data and Record Drawings where applicable.

PART 3 EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one (1) copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents: Store Record Documents in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer and Construction Manager reference during normal working hours.

C. Submittal of Record Documents: Once project record drawings have been approved by the Owner, a copy will be submitted by the Engineer to the NJDEP for their review and file, if required.

END OF SECTION

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SECTION 024119
SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Demolition and removal of existing appurtenances.

B. Demolition of the existing appurtenances as indicated on the Construction Drawings must be in accordance with Federal, State and Local regulations. Demolition material/debris must be disposed of in accordance with Federal, State and Local regulations.

C. The Contractor shall furnish all labor, equipment and materials required for the demolition, removal and disposal of all concrete, piping, metals, masonry, pavement, structures, and other associated debris and rubbish in connection with the dismantling of existing fire hydrants in preparation of receiving his finished Work under other disciplines of the specification, as shown or otherwise required to complete the Work.

D. General:

1. All demolition of removal work shall comply with the provisions of the New Jersey Occupational Safety and Health Act of 1972 and 1976, U.S. Environmental Protection Agency (F. R. Vol. 49, No. 67: 13681-13685 et. seq.), the Construction Safety Code (N.J.A.C. 12:180-1 et. Seq.), and with all other applicable laws, ordinances, rules and regulations of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
2. The demolition work shall be performed by competent workman experienced in this kind of work and shall be performed with due regard to the safety of the public, structures and the workman.
3. All materials resulting from demolition work, except as indicated or specified otherwise, shall become property of the Contractor and shall be removed from the site. Remove rubbish and debris daily unless otherwise directed and do not allow accumulations that cannot be removed daily only in areas approved by the Owner.

1.2 DEFINITIONS

A. **Remove:** Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. **Remove and Salvage**: Detach items from existing construction and deliver them to Owner ready for reuse.

C. **Remove and Reinstall:** Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. **Existing to Remain:** Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, reused or removed and reinstalled.

E. **Reuse:** Existing material resulting from demolition that is tested as a non-hazardous material and suitable for onsite placement consistent with Beneficial Use Program guidelines.

F. **Modify**: Existing items that are not to be removed but to be updated according to Engineer design details.

1.3 MATERIALS OWNERSHIP

A. All materials remaining after demolition (as required) shall remain the property of the Contractor for appropriate disposal and/or reuse as may be required under this Contract, unless directed as Salvage. All salvaged components shall be delivered to the Owner at their facility located at 1 Pumphouse Road, Parsippany-Tory Hills, New Jersey.

1.4 SUBMITTALS

A. Qualification Data: For demolition firms.

B. Proposed Protection Measures: Submit Report, including drawings that indicate the measure proposed for protecting individuals and property, for environmental protection, for dust control, and noise control. Indicate proposed locations of construction barriers.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's wastewater treatment plant on-site operations are uninterrupted to the extent allowed by the Operator.
2. Analytical testing and report conducted to determine waste material characteristics.
3. Means of protection for items to remain and items in path of waste removal from site.

D. Inventory: After selective demolition is complete, submit a list of items that have been removed and reused.

E. Pre-demolition Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Retain record submittal below if applicable. Landfill records may be required by Owner when discarded demolished materials contain hazardous wastes.

F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes if required.

1.5 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project. Certifications for the abatement/removal and transport and disposal of asbestos containing waste is also required.

B. Regulatory Requirements: Comply with governing Federal, State, County and local notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Pre-demolition Conference: Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 PROJECT CONDITIONS

A. Contractor shall abandon the existing water main and services and associated appurtenances following the installation of the water main and services. The existing water main and services are to remain in operation until the new water main is installed and tested.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is unknown whether hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. The Owner will direct the Contractor as to the removal of hazardous materials under a separate negotiated Contract.

E. Utility Service: Maintain existing materials, structures and equipment indicated to remain in service and protect them against damage during demolition operations.+

1.7 DUST AND NOISE CONTROL

A. All work shall be executed in a careful and orderly manner with the least possible noise, dust, or disturbance to the site, its occupant and their operations, or adjacent structures and to the public.

B. Take appropriate action to check the spread of dust and to avoid the creation of a nuisance in the surrounding areas.

1.8 UTILITY DISCONNECTIONS

A. Prior to commencing work, the Contractor shall be responsible for disconnection of all water, sewer, gas, electric, telephone, or other utilities (or portion thereof) sited for demolition. Such disconnection or termination shall be done in conformance with the municipality or utility company owning or controlling them and applicable code requirements.

B. Where only a portion of the structure or facility is to be demolished, demolition work shall be done so as not to interrupt the services of the remaining portion. Where it is necessary to reconnect utilities to the portion not demolished, such reconnect shall be made permanent in accordance with applicable codes, local requirements, and to the satisfaction of the servicing utility.

C. Prior to undertaking demolition, the Contractor shall notify the utility or municipality of such disconnections, termination, or reconnections. The Contractor shall comply with all standard work practices and requirements for work performed under their supervision. Should special allowances be required for scheduling, the Contractor shall coordinate his activities so as not to conflict or interfere with normal operating utility service.

1.9 PROTECTION AND SAFETY

A. During demolition and alteration operations, and until final acceptance of the Work under this Contract, the Contractor shall protect and be responsible for all Work performed in the existing facilities, adjacent areas, structures, equipment, and improvements within the areas of operation under this Contract.

B. Protect existing structures, utilities, equipment, and Work that is to remain in place, that is to be reused, or that is to remain the property of the Owner with temporary covers, shoring, bracing, and supports as required. Repair items damaged during performance of the Work or replace with new, at no cost to the Owner. Do not overload structural elements. Provide new supports or reinforcement for existing construction weakened be demolition or removal work.

C. Protect all materials and equipment from the weather at all times. Have materials and workmen ready to provide adequate and approved temporary covering of exposed areas. Temporary coverings shall be attended, as necessary, to insure effectiveness and to prevent displacement.

D. Provide all necessary temporary closures, guardrails, barricades, warning signs, and lights to adequately protect all workmen, other persons, and the public from injury.

E. Protect interior areas adjacent to the areas of Work and along the route of travel for disposition of debris.

F. Protect all services and utilities. Where existing utility removal is specified or indicated provide approved barricades, temporary covering of exposed areas, and temporary services for connections for electrical and mechanical utilities.

G. All protection systems shall be continuously maintained in good condition and shall be removed when directed by the Engineer.

H. All protection shall comply with the requirements of all authorities and agencies having jurisdiction.

I. Suitable barriers shall be erected and maintained around all operations and all ground openings or excavations, as long as such operations, openings, or excavations constitute a hazard or dangerous condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped, or associated means for disconnection/abandonment as required per the utility company, and as directed herein the Drawings.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

E. Survey of Existing Conditions: Record existing conditions by use of preconstruction videotapes.

1. Before demolition or removal of existing water production facility components that will be reused, reproduced or duplicated in final Work, make permanent record of measurements, materials, and details of the existing construction to remain.

3.2 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around the demolition area.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.3 DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower levels of the existing stone filter media.
2. Use methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of existing surfaces.
3. Maintain adequate ventilation when using cutting torches.
4. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
5. Locate demolition equipment used for the removal of debris and materials so as not to impose excessive loads on existing walls, floors, or other structures of the trickling filter to remain.

B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.4 DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw or other suitable equipment or machine method then remove masonry.

B. Mechanical: Demolish piping, valves, grating and other existing mechanical materials as called for on the plans without damage to any portion thereof for re-attachment or connection.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.

C. Disposal: The Contractor shall transport and legally dispose demolished materials off Owner's property. The ultimate disposal of existing filter media, and asbestos concrete pipe, will be dependent on the materials classification.

D. Title to all materials and equipment to be removed, except as specified otherwise, is vested in the Contractor upon receipt of notice to proceed. The Owner will not be responsible for the condition, loss of or damage to such property after notice to proceed.

E. Salvaged materials and equipment indicated or specified to remain the property of the Owner shall be carefully removed by the Contractor. Deliver and store them on site where directed by the Owner. Remove all items in a manner that will prevent damage.

F. Removed items and debris under Clearing Site shall be recycled/disposed of by the Contractor at sites outside the Township. Disposal shall be in accordance with all Federal, State and Local laws.

G. Recyclable components of those materials removed under Clearing Site shall be recycled and written documentation of the tonnage of material recycled shall be provided to the Owner. Documentation shall be in the form of accurate weight slips or other for acceptable by the municipalities' Recycling Coordinator as will satisfy the States requirements for municipal eligibility for state tonnage grants. Recycling components shall be any NJDEP Class "B" recyclable material, including but not limited to concrete, brick, block, asphalt-based roofing scrap and tree stumps/trunks or nay other components identified by the Municipalities Recycling Coordinator as having a NJDEP approved recycling facility capable of accepting said material. The Owner shall make available, on request, a listing of NJDEP approved Recycling Facilities for Class "B" Recycling Materials, including the company names, NJDEP Identification Numbers, phone numbers, locations, and material types accepted.

H. Contractor shall abide by any and all local, state, and federal requirements for the proper sampling and disposal of the associated material under the project, including, but not limited to, ACP pipe, sanitary sewer manholes, ductile iron water main, and associated appurtenances.

3.6 BACKFILLING AND GRADING

A. Backfill, backfill materials, compaction, and grading as required for site restoration resulting from demolition work shall be done in accordance with appropriated subsections of the Contract specifications.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

B. Remove materials, debris, tools, equipment, temporary protection, etc. from the site upon completion of Work.

C. Remove and transport equipment, debris, and rubbish in a manner that will prevent spillage on streets or adjacent areas. Clean up spillage from streets and adjacent areas.

D. Clean all items of Work. Examine all work and repair all damages. In the event damage is irreparable, remove and replace such items without additional cost to the Owner. Do all required "touch-up" to marred or abraded surfaces. Leave entire Work in acceptable condition.

E. The Contractor shall comply with Federal, State and local hauling and disposal regulations and pay all transportation and related costs therefore.

END OF SECTION

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes for work as may be indicated on drawings or as specified.

1.3 DEFINITIONS

A. **Cementitious Materials:** Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume; subject to compliance with requirements.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

1. Indicate amounts of mixing water to be withheld for later addition at Project site.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

B. Cementitious Materials: Deliver, store, and handle cementitious materials to prevent damage from water and dampness. Store on above grade structures protected from weather.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
2. Products: Subject to compliance with requirements, provide one of the products specified.
3. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
4. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

B. Plain-Steel Welded Wire Reinforcement: ASTM A 185, plain, fabricated from as-drawn steel wire into flat sheets.

2.3 REINFORCEMENT ACCESSORIES

A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

2.4 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:

1. Portland Cement: ASTM C 150, Type I

B. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Select coarse-aggregate size from two options in subparagraph below; add gradation requirements if preferred. Aggregate size limits relate to spacing of steel reinforcement, depth of slab, or thickness of concrete member.

1. Maximum Coarse-Aggregate Size: 3/4-inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94 and potable.

2.5 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

2.6 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent. Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:

1. Fly Ash: 25 percent.
2. Combined Fly Ash and Pozzolan: 25 percent.
3. Ground Granulated Blast-Furnace Slag: 50 percent.
4. Combined Fly Ash or Pozzolan and Ground Granulated Blast-Furnace Slag: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.

2.7 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.

1. When air temperature is between 85° and 90° F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90° F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cubic yard or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cubic yard, increase mixing time by 15 seconds for each additional 1 cubic yard.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 EXECUTION

3.1 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

B. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.2 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.

C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

D. Deposit concrete continuously in one (1) layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
2. Maintain reinforcement in position on chairs during concrete placement.
3. Screed slab surfaces with a straightedge and strike off to correct elevations.
4. Slope surfaces uniformly to drains where required.
5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40° F for three (3) successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

G. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90° F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.3 JOINTS

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Construction joints: Install so strength and appearance of concrete are not impaired, at location indicated or as approved by the Engineer.

1. Place joints perpendicular to main reinforcement across construction joint, unless otherwise indicated. Do not continue reinforcement through sides of strip placement of floors and slabs.
2. Form keyed joints as indicated. Embed at least 1 ½ inches into concrete.
3. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
4. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas.

1. In areas that are scheduled to receive floors coverings, form contraction joints using zip strips.
2. Sawed Joints: In areas where floor finish is exposed concrete, form contraction joints with power saws with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints with vertical surfaces, such as column pedestals, foundation walls, and other locations.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, and other locations.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface, unless otherwise indicated.
2. Terminate full-width joint-filler strips not less than ½ inch of more than 1 inch below finished concrete surface where joints where joint sealants are located.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half length to prevent concrete bonding to one side of joint.

3.4 FINISHING FORMED SURFACES

A. Rough-formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Smooth-formed Finish: As-cast concrete texture imparted by form-facing material arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects... Remove fins and other projections that exceed ACI 347R limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view.

C. Rubbed Finish: Apply the following to smooth-formed finished as-cast concrete where indicated:

1. Smooth-rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

D. Related Uniformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed

surfaces. Continue final surface treatment of formed surfaces uniformly across unformed surfaces, unless otherwise indicated.

3.5 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates from manufacturer furnishing machines and equipment.

3.6 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.

C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch (12") lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (12"), and sealed by waterproof tape or adhesive. Cure for not less than seven (7) days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.7 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, pop outs, honeycombs, rock pockets, crazing and cracks in excess of 0.01-inch wide or that penetrate to

reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

2. After concrete has cured at least fourteen (14) days, correct high areas by grinding.
3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch (1") or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

END OF SECTION

SECTION 311000
SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Protecting existing trees, shrubs, groundcovers, plants, and grass to remain.
2. Removal of existing trees, shrubs and other vegetation as necessary or indicated to be removed.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing, abandoning site utilities in place or removing site utilities.
7. Temporary erosion and sedimentation control measures.

1.2 MATERIAL OWNERSHIP

A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 SUBMITTALS

A. Record drawings, identifying and accurately locating capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.4 PROJECT CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Locate and clearly flag trees and vegetation to remain or to be relocated.

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties, paved areas, and walkways, according to requirements of authorities having jurisdiction for sediment and erosion control.

B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation or final site restoration has been established.

C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 VEGETATION PROTECTION

A. Erect and maintain temporary fencing around tree, shrubs, or plantings protection zones before starting site clearing. Remove fence when construction is complete.

1. Do not store construction materials, debris, or excavated material within fenced area.
2. Do not permit vehicles, equipment, or foot traffic within fenced area.
3. Maintain fenced area free of weeds and trash.

B. Do not excavate within protection zones, unless otherwise indicated.

C. Where excavation for new construction is required within protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

1. Cover exposed roots with burlap and water regularly.
2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
3. Coat cut faces of roots more than 1-1/2 inches in diameter with an emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
4. Backfill with soil as soon as possible.

D. Repair or replace trees, shrubs, plantings, or other vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.

1. Employ an arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
2. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Engineer.

3.4 UTILITIES

A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.

1. Verify that utilities have been disconnected and capped before proceeding with site clearing.

B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.

1. Arrange with utility companies to shut off indicated utilities.
2. Owner will arrange to shut off indicated utilities when requested by Contractor.

C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Engineer not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Engineer's written permission.

3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
3. Use only hand methods for grubbing within tree protection zone.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to whatever depths is encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.

3.7 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

3.8 DISPOSAL

A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

1. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION

SECTION 312000
EARTH MOVING

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Excavating and backfilling for site restoration due to the demolition of buildings and structures.

B. Related Sections include the following:

1. Division 31 Section 311000 "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.

1.2 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Fill: Soil materials used to raise existing grades.

C. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

1.3 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by the Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify the Engineer not less than two (2) days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without the Engineers written permission.
3. Contact utility-locator service for area where Project is located before excavating.

B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than three inches (3") in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.

1. Unsatisfactory soils also include satisfactory soils not maintained within two percent (2%) of optimum moisture content at time of compaction.

D. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

E. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

PART 3 EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section 311000 "Site Clearing."

C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section 311000 "Site Clearing," during earthwork operations.

D. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

A. Explosives will not be authorized for use.

3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by the Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract time may be authorized for rock excavation.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
   a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

C. Dewatering: Excavate to subgrade elevation deeper than the necessary trench, and implement an sump pump to dewater the trench. Sump Pump shall be provided with necessary electricity for operation through an generator or other means by the Contractor. Discharge of the pump to be connected to a silt bag/filtration mechanism, prior to discharging to an approved source. Approved sources are to be approved by the respective receiving facility if discharged to the stormwater or sewer system. Contractor is responsible for all dewatering of the trench for proper excavation practices.

3.5 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.

2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.6 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.

2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.7 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

3.8 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by the Engineer.

1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 312300
EXCAVATION AND FILL

PART 1 GENERAL

1.1 DESCRIPTION

A. The Contractor is herein notified that the project site exists in an area which may contain historic fill material (HFM) as defined by N.J.A.C. 7:26E. Various subgrade materials commonly associated with HFM may include, but may not be limited to, cobblestone, brick, wood / vegetative waste, concrete materials, and miscellaneous debris. HFM is anticipated to be non-hazardous ID-27 however, an allowance for disposal of hazardous material generated from this linear construction is included if encountered and confirmed with waste classification analysis. Contractor shall assume for bid purposes that the Work will require removal and disposal of all materials unsuitable for re-use as backfill. No separate payment shall be made for Non-Hazardous NJ ID 27 solid waste material disposal, and the cost of same shall be included in the price of Clearing Site. Sampling of materials shall be performed by the Contractor in accordance with the following requirements.

B. Pre-construction sampling has not been conducted for this proposed project. Pre-construction due diligence has identified the presence of regional "Historic Fill Material" mapped within the proposed project. Historic Fill should be managed consistent with NJDEPs Linear Construction Technical Guidance, Historic Fill and Diffuse Anthropogenic Pollutants Technical Guidance and with the Department's Fill Guidance for SRP Sites. The person conducting a linear construction project is not required to call the Department's hotline to report the presence of historic fill. Historic fill may be reused in other areas with historic fill within the project area, as backfill in trenches or as fill to raise grades, provided it is placed beneath an appropriate cap (i.e., clean soil, asphalt or concrete). Excess historic fill that cannot be reused within the project area must be properly disposed off-site in accordance with applicable federal, state and local regulations. Waste characterization sampling results and pre-approval for disposal letters shall be provided to the Owner / Engineer prior to movement of soil. The Contractor shall give 72-hour notice to the Owner/Engineer prior to collecting samples. A ground water investigation will not be required to assess impacts from historic fill within the project area. If historic fill is encountered, it can be assumed to be contaminated material without analytical sampling.

C. In the case that contaminated material is encountered, and greater than 200 cubic yards of material is generated as a result of the project, a New Jersey Licensed Site Remediation Professional (LSRP) will be retained by the Owner / Person Responsible for Conducing the Remediation to oversee the Linear Construction Project (LCP) in accordance with the NJDEPs LCP Guidance (January 2012). If an LSRP is required, pre-approvals and submittals outlined below that are the responsibility of the Contactor and will need to be approved by both the LSRP/ Owner and Engineer. The Contractor is responsible for the condition of all excavations made. All slides and caves must be removed, properly supported and backfilled, at whatever time and under whatever circumstances they may occur (no extra compensation will be provided to contractor for such work).

D. Soil that is characterized as "Hazardous Waste" in accordance with applicable regulations, contains free and/or residual product, or buried containers may not be used as backfill. The Contractor shall document the re-use of historic fill material or contaminated material, and ensure excess, unusable, or

unsuitable regulated material is properly characterized, transported, and disposed of in accordance with applicable Federal, state and local requirements.

E. The neglect, failure or refusal of the Engineer to order the use of bracing or sheeting, or a better quality or larger sizes of timber, or to order sheeting, bracing or shoring to be left in place, or the giving or failure to give orders or directions as to the matter or methods of placing or driven sheeting, braces or shores, will not in any way or to any extent relieve the Contractor of any responsibility concerning the condition of excavations or of any of their obligations under the Contract; or by any act of the Authority having Jurisdiction and/or the Owner resulting in the keeping of any excavation open longer than would otherwise have been necessary, relieve the Contractor from the necessity of properly and adequately protecting the excavation from caving or slipping, nor from any of his obligations under the contract relating to injury of persons or property, nor entitle him to any claim for extra compensation. Contractor is solely responsible for all damage and restoration caused by caved or sliding trench walls.

1.2 DEFINITIONS

A. "Contamination" or "contaminated" is defined pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1.8.

B. "Historic fill material" is material defined pursuant to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E-1.8. Non-indigenous material, deposited to raise the topographic elevation of the site, which was contaminated prior to emplacement, and is in no way connected with the operations at the location of emplacement and which includes, without limitation, construction debris, dredge spoils, incinerator residue, demolition debris, fly ash, or non-hazardous solid waste. Historic fill material does not include any material which is substantially chromate chemical production waste or any other chemical production waste or waste from processing of metal or mineral ores, residues, slag or tailings. In addition, historic fill material does not include a municipal solid waste landfill site.

C. "Immediate environmental concern" means a condition defined as such pursuant to the Technical Requirements for Site Remediation rules, at N.J.A.C. 7:26E-1.8

D. "Licensed site remediation professional" means an individual who has been issued a license pursuant to N.J.S.A. 58:10C-1 et seq.

E. "Linear construction project" means construction and development to create, maintain or alter a roadway, railroad or utility by a person conducting a linear construction project that:

1. Includes one or more contaminated properties,; and
2. Will generate more than 200 cubic yards of contaminated soil for fill or disposal during the duration of the linear construction project.

F. "Person conducting a linear construction project" is a person or entity that conducts a linear construction project and is not subject to the Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.3, the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. or the New Jersey Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq.

1.3 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment and appurtenances for the following:

1. Excavation of earthwork and trenching made to the lines, grades, and forms,
2. Fill, embankment, and backfill of such excavations, including the materials, their storage and handling, and compaction
3. Other requirements as set forth, shown on the Drawings, and specified herein for the complete and satisfactory construction of Work under this Contract.

B. These specifications cover excavation, trenching and backfill work and shall include the necessary clearing, grubbing and preparation of sites; removal and disposal of all debris; excavation and trenching as required; the handling, storage, transportation and disposal of all excavated material; all necessary sheeting, shoring and protection work; preparation of subgrades; pumping and dewatering as necessary or required; preservation of natural features; backfilling; surfacing and grading and other appurtenant work for construction.

C. The Contractor shall notify corporations, companies, individuals, or authorities owning utility conduit, wires or pipes running in right of ways, easements, or properties which are encountered during excavating operations. If required for construction and authorized in writing by such utility owner and Engineer, the Contractor shall cap or remove the utility and reinstall service providing proper clearance and protection, in accordance with the utility owner's instructions and its satisfaction. The Contractor shall otherwise protect, support, and maintain all conduit, drains, sewers, pipes, and wires that are to remain and not in direct conflict or interference with construction.

D. The Contractor shall satisfy himself as to the nature of the materials to be excavated and amount of dewatering required. The Contractor shall include in his bid all costs in connection with excavation; dewatering and difficulties encountered and shall assume full risk in the matter.

E. Excavation work shall be performed in a safe and proper manner, with suitable precautions being taken against hazards of every kind. Excavations shall provide adequate working space and clearances of the work to be performed therein.

F. Excavations shall provide adequate clearance for installation and removal of concrete forms. In no case shall excavation faces be undercut for extended footings.

G. Backfilling and construction of fills and embankments during freezing weather shall not be done except by permission of the Engineer. No backfill, fill or embankment materials shall be installed on frozen surfaces nor shall frozen materials, snow or ice be placed in any backfill, fill or embankments.

1.4 SUBMITTALS

A. Qualification Data: For excavation firm.

B. Proposed Protection Measures: Submit Report, including drawings that indicate the measure proposed for protecting individuals and property, for environmental protection, for dust control, and noise control. Indicate proposed locations of construction barriers.

C. Schedule of excavation activities: Indicate the following:

1. Detailed sequence with starting and ending dates for each activity.

2. Locations of proposed staging area

D. Qualifications Statements

1. When requested by the Engineer, submit manufacturer's qualifications demonstrating compliance with the Specifications, including list of existing

1.5 DEWATERING AND DRAINAGE

A. The Contractor shall keep all excavations dry and free from water at all times. Drainage systems and pumping equipment shall be provided, maintained, and operated as necessary. Drainage shall be controlled by a properly pumped system of well points, wells, sumps, or other suitable means to protect excavations. Dewatering procedures will continue until the structures to be built are completed to the extent that no damage from hydrostatic pressure, flotation or other causes will result.

B. Dewatering of trench or other excavation shall be discharged in an acceptable manner so as not to cause soil erosion or transport of silt. The Contractor shall be responsible to provide a suitable temporary measure or siltation basin or bag of such size and material as may be directed by the Engineer or Soil Conservation District representative consistent with practices set forth in the New Jersey Standards for Soil Erosion and Sediment Control.

C. Surface water shall be diverted or otherwise prevented from entering excavated areas or trenches to the greatest extent practicable without causing damage to lands adjacent to the project.

D. All discharges form dewatering activities to surface waters, wetlands, or storm sewers shall be free of sediment. Care shall be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. If discharges are sediment laden, techniques shall be employed to remove sediment prior to discharge. A sedimentation basin shall be constructed and used as specified, where necessary, to protect vegetation and to achieve environmental objectives.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand, Type I-5 complying with NJDOT, Subsection 901.09.

B. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, with 100% passing a 1-1/2" sieve and not more than five percent (5%) passing a No. 4 sieve.

C. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than two-inches (2") in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter, and with less than fifteen percent (15%) soil material by weight passing a U.S. Standard No. 200 sieve.

D. Use no frozen material, material subject to decomposition or cave in or cinders for backfill. Use following fill except as may be specified under backfilling.

E. General fill for filling roadways and all areas outside of the building lines or other structures may be approved material from excavation. All such fill shall be free from wood, large stones, or boulders, roots, cinders, trash, or other objectionable material.

F. Where suitable fill material cannot be obtained from site excavation, an imported select fill, bank run sand and gravel, conforming to Type "G" granular fill per the following gradation envelope shall be used as directed by the Engineer.

U.S. Standard Sieve Size	Percent Finer by Weight
2"	100
1"	80 – 100
3/8"	70 – 100
No. 10	50 – 100
No. 30	30 – 85
No. 60	15 –65
No. 200	5- 15

G. Material used to fill interior of the partially demolished below grade well pit concrete structure and in proximity of the existing well head to be modified to a pitless adapter shall be compacted dense graded aggregate (DGA) meeting NJDOT Subsection 901.10, Division 900 – Materials compacted to a maximum density of 95% placed at six inch (6") lifts to within twelve inches (12") of the proposed final grade.

H. No classification of excavated materials will be made. Excavation and trenching work shall include the removal and subsequent handling of all materials excavated and otherwise removed in performance of the Contract work, regardless of the type, character, composition, or conditions thereof, with the exception of rock excavation which is addressed herein. The Contractor shall satisfy himself as to the nature of the material to be excavated and the amount of water to be handled.

PART 3 EXECUTION

3.1 EXCAVATION

A. General

1. Excavation work shall be performed in a safe and proper manner, with suitable precautions being taken against hazards of every kind. Excavations shall provide adequate working space and clearances for the work to be performed therein.
2. Excavations shall be to elevations and dimensions indicated for footing, foundations, paving, drives, walls and other Work shown, plus sufficient space to permit erection and removal of forms, shoring, damp proofing and inspection of all work.
3. Excavations shall be to proper depths with minimum allowance of eight-inches (8") for foundation material under floor slabs or precast concrete structures unless otherwise shown on the Drawings. Soft or spongy spots shall be cut out. Excavate for other areas as shown or specified.
4. Subgrade soils shall be firm and free from mud and muck. Subgrade surfaces shall be clean and free of loose material of any kind when concrete is placed thereon.
5. Excavation bottoms shall be protected from frost by installing straw in the bottom of the excavation to a depth of not less than one-foot (1') or insulated by other approved means.

B. Stabilization

1. Subgrades for concrete structures shall be firm, dense and thoroughly compacted and consolidated; shall be free from mud and muck; and shall be sufficiently stable to remain firm and intact under the feet of the workmen.
2. Subgrades for concrete structures which are otherwise solid, but which become mucky on top due to construction operations, shall be reinforced with one or more layers of stabilization material. Not more than 1/2 inch depth of mud or muck shall be allowed to remain on stabilized subgrade. The finished elevation of stabilized subgrades for concrete structures shall not be above the subgrade elevations shown on the Plans.
3. If the subgrade for structures can be stabilized with a thickness of three-inches (3") or less below subgrade of structure where necessary, such stabilization shall be installed at Contractor's expense.
4. Material for stabilization shall be NJDOT coarse aggregate size No. 57. Place material on a suitably prepared subgrade in lifts not exceeding six (6) inches.

C. Fill Materials

1. General fill for filling roadways and all areas outside of the building lines or other structures may be approved material from excavation. All such fill shall be free from wood, large stones, or boulders, roots, cinders, trash or other objectionable material.
2. Materials for utility trench backfill shall be in accordance with construction details or consistent with standards of the authority having jurisdiction of the area being backfilled including compaction and placement of the material.
3. Fill or backfill around structures shall be placed in maximum twelve-inch (12") lifts and compacted to a minimum of 92 percent of its maximum dry density as determined by the Modified Proctor, ASTM Test Method D1557. Structural fills that underlie footings and structures shall be compacted to a minimum of 95 percent of the maximum dry density value.
4. Where suitable fill material cannot be obtained from site excavation, an imported select fill, bank run sand and gravel, conforming to the following gradation envelope.

U.S. Standard Sieve Size	Percent Finer by Weight
2"	100
1"	80 – 100
3/8"	70 – 100
No. 10	50 – 100
No. 30	30 – 85
No. 60	15 -65
No. 200	5 - 15

D. Rough Grading

1. Rough grading shall be accomplished over all areas within the grading limit lines and over all areas that are disturbed by any work for this project. Grades indicated on the Drawings are finished grades. Rough grading shall consist of bringing grade to elevations as specified, and thoroughly compacting by machine or by hand as necessary.
2. Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas shall be reasonably smooth, compacted and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade grader or scraper operations, except as otherwise specified.

E. Final Grading

1. General Pavement and pavement base materials, excavated rock, junk and debris encountered in excavation work, and other similar waste material, shall be disposed of away from the site of the Work. The disposal of waste and excess excavated materials, including hauling, handling, leveling and surfacing, shall be at the Contractors expense.
2. Excess Earth Backfill Excess earth from excavation shall be graded on site only to the extent needed to achieve pre-construction grade, unless otherwise specifically approved. The Contractor shall observe all prohibited construction procedures.
3. Final Grading - The Contractor shall final grade the site, over all pipe trenches and around structures, filling any places that may have settled during the period between construction and the final restoration of the entire contract.

F. Rock Excavation

1. Rock excavation shall be measured by the cubic yard for the required type of excavation and with the removal method employed described as follows:
2. Rock Excavation in Pipe Trenches: Measurement shall be made vertically from the top of the rock surface to a point not greater than six-inches (6") below the bottom of the pipe, and horizontally with a width not greater than 24" plus the nominal diameter of the pipe barrel.
3. Rock Excavation for Installation of Underground Structures: Measurement shall be made vertically from the top of the rock surface to a point not greater than twelve inches (12") below the bottom of the structure, and horizontally with widths not greater than two-feet (2') outside the precast structures and three-feet (3') outside the outer limit of formwork for cast-in-place structures.
4. Boulders: Measurement for boulders greater than one (1) cubic yard in volume shall be measured by a reasonable average that best represents the extents of its irregular length, width, and depth, surfaces.
5. Methods and Equipment: The method and equipment used for rock excavation and removal shall not be measured. The Contractor shall obtain the Owners approval for the method and equipment to be used for either type of excavation.
6. Whether or not rock is shown on the plans, the Contractor is not relieved of the responsibility of making his own investigation to determine for himself if rock is present and in what quantity. The presence or absence of rock, or the increase or decrease in quantities of rock indicated, shall not entitle the contractor to additional compensation.
7. Unless otherwise directed, rock shall be fully taken out at least 25-feet in advance of the laying of pipe, to a point directly under the pipe, 6 inches below the outer bottom, and to the width over the outside of the pipe (exclusive of bells) on each side as stated in width and depth of trenches. Rock shall be sufficiently removed at joints so that they may be properly made.
8. Rock appearing in miscellaneous excavation, tunnels or where future pipes are to connect with those laid under the contact, shall be excavated in accordance with the directions of, and to the lines prescribed by the Engineer.

G. Test Pits

1. Measurement for excavation of test pits not shown on the plans shall be made as directed and/or approved by the Engineer on a cubic yard basis as determined by the Engineer's field measurement. Any test pit excavation that is not directed and approved by the Engineer shall not be measured for payment.

3.2 EXCAVATION UNCLASSIFIED

A. Unclassified excavation will be measured only when the bottom of the trench is unsuitable materials. Provide smooth grading transitions from proposed awarded areas to the surrounding existing grade. Include the cost for this work in the appropriate contract item in the contract. No separate payment will be made for these transitions.

B. Remove all material excavated and not scheduled for reuse immediately. Limit stockpiles onsite to topsoil and suitable fill. Properly classify historical fill and disposed of in accordance with applicable federal, state, and local laws. Include environmental classification / soil disposal testing costs in the appropriate bid prices.

3.3 EXCAVATION REGULATED MATERIAL

A. Excavation shall be performed under the base bid contract. The Contractor shall provide for smooth grading transitions from proposed areas to the surrounding existing grade. The Contractor shall include the cost for this work in the appropriate contract item in the contract. Not separate payment will be made for these transitions.

B. The Contractor shall provide for appropriate excavation protection, safety signage and site security for personnel. Contractor shall make notice of work restrictions while construction is underway.

C. The Contractor shall remove all material excavated and not scheduled for reuse immediately. Stockpiles onsite should be limited to clean fill. The Contractor shall notify in writing to the Owner/Engineer 72-hours prior to excavation, the provisions for stockpiling and temporary storage of excavated contaminated or historic fill material that will be reused during the project or subsequent disposal.

D. The project may require fill material import to meet proposed sub grades. The Contractor shall make their own estimate of the required fill volume during bidding based on the material that is to be removed. Importing and placing certified clean fill as documented with analytical results and meeting the gradation criteria specified Division 300 shall not be measured for payment. The cost for this material shall be included in the various applicable bid items in the contract. In addition, the contractor shall place all fill in a manner to meet the specifications herein for compaction including providing the evidence of same as outlined in these specifications.

E. Contractor to be advised that soil stabilization matting may be required at the direction of the Owner or Owner's representative in areas where slopes may be excessive.

F. If historic fill material or contaminated material is encountered in the project work area, the following is required by the Contractor:

G. Excavation Plans Prior to Mobilization

1. The contractor shall prepare, at his own expense, and submit four (4) copies of the following plans to the Engineer five (5) days before beginning construction operations. Update and resubmit plans to identify changes in the condition or operation of the Work. If the Contractor fails to follow these plans, the Engineer has the authority to suspend the Work.
   a. Site-Specific Health and Safety Program (HASP)
      1) Perform a hazard assessment of each proposed work task and make independent evaluations regarding the appropriate level of health and safety requirements. Employ

a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) to develop and oversee the Site-Specific HASP. The CIH/CSP shall prepare the Site-Specific HASP to protect the Contractor's employees, the subcontractor's employees, the Owners employees and consultants, and the public from contamination present in the areas requiring excavation. Ensure that the Site-Specific HASP complies with Federal, State, and local laws, rules, and regulations, including the health and safety requirements of OSHA 29 CFR 1910 and 29 CFR 1926. Implement the Site-Specific HASP, as approved by the Engineer, at the beginning of construction operations. Ensure that the CIH/CSP reviews site-specific data and addresses the proposed activities to the level of detail needed to ensure that site-specific data, appropriate regulations, and a description of the site conditions are incorporated into the Site-Specific HASP.

b. The contractor shall prepare a Materials Handling Plan
   1) Develop a Materials Handling Plan (MHP) for material encountered, moved, and disposed of during construction. Ensure the MHP includes the following:
      a) Techniques to be used in managing regulated material to protect adjoining properties and workers and visitors to the Project Limits against exposure to regulated material and to prevent release of regulated material to the environment.
      b) Standard operating procedures for excavation, stockpiling, dust suppression, dewatering, transporting, measurement, and disposal of regulated material.
      c) Current receiving facility certification and permits.
      d) Qualifications of the licensed hauler.
      e) Proposed routes to receiving facilities and weighing facilities.
      f) Waste characterization forms.
      g) A sampling and analysis protocol for waste characterization of the regulated material for off-site disposal. Include the name, address, and telephone number of the contact for the proposed environmental laboratory and the name and experience of the proposed environmental sampling technician.
      h) Requirements of the receiving facility to accept the regulated material. Implement the MHP, as approved by the Engineer, at the beginning of excavation. Perform planning, administrative, and control functions required to implement the MHP.

c. Pollution Prevention and Control (PPC) Plan.
   1) Develop a Pollution Prevention and Control (PPC) Plan describing the methods of preventing discharge of regulated stormwater, ground water, sediments, and free product during stormwater control, excavation, and dewatering operations. Prepare the PPC Plan according to Federal, State, and local laws, rules, and regulations relative to regulated discharges. Implement the Engineer approved PPC Plan before beginning excavation.
   2) Detail methods, personnel, equipment, and reporting requirements on how to discharge regulated stormwater, groundwater, sediments, and free product during stormwater control, excavation, and dewatering operations into a dewatering basin, storm/sewer system, or other approved system. Specify methods and equipment for collecting, pumping, treating, monitoring, and disposing of liquids generated by stormwater control. Specify measures to prevent stormwater run-on and runoff and measures for dewatering of excavations, dewatering of sediments, decontaminating personnel and equipment, and storing fuels and chemicals. Include detailed water collection, treatment, monitoring, discharge activities, and reporting requirements. Provide daily construction reports to identify water collection, treatment, monitoring, and discharge activities; personnel and equipment; and relevant quantities.

3.4 TRENCH EXCAVATION AND BACKFILL

A. Trench Widths

1. Trenches shall be excavated to a width, which will provide adequate working space and pipe clearance for proper installation, jointing, and embedment. The trench width shall provide a minimum sidewall clearance between the installed pipe and either trench wall of six-inches (6").
2. Maximum Trench Width: The maximum allowable trench widths below an elevation six-inches (6") above the top of the installed pipe shall not exceed the safe limit for the strength of pipe and class of bedding used. If so directed, the Contractor shall provide evidence to the satisfaction of the Engineer that pipe strength is not exceeded relative to height of fill above the pipe, trench width and embedment.

B. Trench Backfill and Compacting

1. General All trench backfill above pipe embedment shall conform to the details shown on the Drawings, as specified herein, and as may be conditioned by the Project Permits.
2. Material obtained from trench excavation is to be used for trench backfill above the pipe embedment. If, however, in the opinion of the Engineer, the excavated material is not deemed suitable for backfilling, the unsuitable material shall be removed from the site and replaced with an approved soil aggregate for backfill.
3. Backfill Compaction Unless otherwise conditioned by permit, trench backfill in paved or stoned surfaces shall be compacted to at least ninety-five (95%) percent of its maximum modified proctor density per ASTM Test Method D1557.
4. Backfill shall not be placed in lifts exceeding twelve-inches (12"), loose measurement, in thickness.

3.5 BACKFILL AROUND STRUCTURES

A. The Contractor will refill the space outside and around the structures with material excavated from the site and stored for the purpose. Between the structure and the adjacent unexcavated material, the backfill will be placed in twelve-inch (12") layers and compacted to a minimum of ninety-five (95%) percent of its maximum dry density as determined by the modified proctor, ASTM Test Method D 1557. This filling and compacting shall be carried to such height as will bring the finished grade or subgrade to the required elevation.

3.6 SURPLUS EXCAVATION

A. Excavated material in excess of that required for backfill, fill or other purposes including any stored surplus, shall be disposed of by the Contractor, at locations off the site all at no additional cost to the Owner. Conformance with local, County and State regulations relative to disposal and transport of materials shall be observed.

3.7 SUBMISSION, TESTING AND APPROVAL OF CERTIFIED CLEAN FILL

A. Imported fill must be certified clean and compactable fill meeting the soil characteristics in Section 312000 with supporting source and/or analytical data when applicable, verifying to its cleanliness. The Contractor shall provide all load tickets of imported fill and shall provide certification that imported fill is classified as Clean Fill material.

B. Contractor shall submit the following to the Engineer for initial review of source material (soils) for clean fill:

1. The address and a contact person of source material site.
2. The address and a contact person of stockpile site of source material, if different than above.
3. Any historical and environmental documentation on the source and/or stockpile site.
4. Analytical data of the proposed fill or topsoil sampled at the frequencies and guidance provided by NJDEPs Fill Material Guidance for SRP Sites (V 3.0)
5. Certification letter from the licensed quarry/mine, certified by the quarry/mine operator that state's that the material has not been subject to a discharged hazardous substance at any time

C. The Engineer will review the information on the source material and donor site to determine if material would be suitable for consideration as a clean fill cap. The Engineer may require additional samples for a baseline analytical review based on the level and type of information available for the donor site.

D. Upon approval from the Engineer, the contractor will provide the specified number of samples recommended by NJDEP Guidance for the Project Site. Recommendation of the number of samples will be based on historical review and, based on that review, a reduced sampling frequency maybe accepted upon approval and documentation of proper justification. A table outlining the required sampling frequency is included below.

E. All samples are to be analyzed for TCL/TAL+30 analysis and EPH. Samples should be discrete and NOT composited. If contaminants exceed the impact to groundwater soil screening level, SPLP analysis will be required to determine whether the contaminant(s) has/have the potential to impact groundwater. A minimum of three samples per contaminant is required to determine potential impacts. If analytical results reveal one or more exceedances of the total chromium action level, analysis (full data deliverables) for hexavalent chromium shall be performed to rule out the presence of hexavalent chromium.

F. The Engineer will review and accept/reject site source material prior to movement of the soil to the project area. Please note, if material is moved from one location to another from the time initial samples were reviewed, re-sampling will be required. Upon acceptance of the material from the donor source, the following procedures will be implemented:

1. Material inspection and field screening (if required) upon delivery.
2. Documentation of transportation including the name of the trucking company and NJDEP and/or other state licensure/certification.
3. Tracking and Record Keeping including bills of lading, documentation of volume and thickness in placement areas, surveys of final subgrade before installation of demarcation fabric and top of clean fill.

G. Contractor shall submit the following to the Engineer for initial review of source material (virgin sources for sand, gravel, rock):

1. The address and a contact person of source material site.
2. A certification from the licensed mine/quarry which should include the source of the material and that the material has not been subject to a discharged hazardous substance at any time.
3. Proof that the mine/quarry is licensed.
4. Analytical data is not required if the above certification and proof of licensure as a quarry/mine is presented. Analytical will be required if the above is not provided.

H. The Engineer will review and accept/reject site source material prior to movement of the material to the project area. Upon acceptance of the material from the donor source, the following procedures will be implemented:

1. Documentation of transportation including the name of the trucking company and the NJDEP and/or other state licensure/certification.
2. Tracking and Record Keeping including verifiable and legible weight or load tickets, documentation of volume and thickness in placement areas and surveys of the final subgrade before installation of demarcation fabric and top of clean fill.

I. If more than one source site is to be utilized, the above procedures will be required for each donor site and/or quarry/mine.

Sampling Frequency Guide for Clean Fill

Proposed Volume (CY)	Default Sampling Scheme	Reduced Sampling Scheme With Justification
0 to 20	1	1
20.1 to 40	2	2
40.1 to 60	3	2
60.1 to 80	4	2
80.1 to 100	5	2
100.1 to 200	6	3
200.1 to 300	7	3
300.1 to 400	8	4
400.1 to 500	9	4
500.1 to 600	10	5
600.1 to 700	11	5
700.1 to 800	12	6
800.1 to 900	13	6
900.1 to 1000	14	7
1000.1 to 2000	15	8
2000.1 to 3000	16	9
3000.1 to 4000	17	10
4000.1 to 5000	18	11
5000.1 to 6000	19	12
6000.1 to 7000	20	13
7000.1 to 8000	21	14
8000.1 to 9000	22	15
9000.1 to 10000	23	16

J. With volumes greater than 10,000 cubic yards, the sampling rate is 1 sample per each additional 1,000 cubic yards.

3.8 RESPONSIBILITY FOR SETTLEMENT

A. The Contractor shall be responsible financially and otherwise for all settlement of trench and other backfill which may occur from the time of original backfilling until the expiration of one (1) year after the date of acceptance of the entire contract under which the backfilling work was performed, and for the refilling and repair of all backfill settlement and the repair or replacement or the original walks, surface structures, utilities, drainage facilities and sod which have been damaged as a result of backfill settlement or which have been removed or destroyed in connection with backfill replacement

operations, and for all damage claims or court actions against the Owner or the Engineer for any damage directly or indirectly caused by backfill settlement.

B. The Contractor shall make all necessary backfill replacements and repairs, or replacements appurtenant thereto, within thirty (30) days after notification by the Owner. Upon the Contractors failure to do so, the Owner may do; or have done, the necessary work and charge the cost to the Contractor.

END OF SECTION

SECTION 322250
PAVING AND SURFACING

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

A. Under this section, the Contractor is to furnish all labor, material, and equipment required to construct roads, curb, walkways, driveway and other related site improvements. Work is to include all roads and parking areas, and is to incorporate subgrades, paving, curb construction and related work. Walkways are to include level sidewalks and ramps. Restoration of any existing roads, curbs, or walkways damaged during the course of the work is also included.

B. The Contractor shall conduct all paving and surfacing from edge of pavement to edge of pavement throughout the project area.

C. The Contractor is to comply with all local governing regulations if more stringent than herein specified as well as any special requirements noted on the Drawings.

PART 2 PRODUCTS

2.1 GENERAL

A. The subgrades under site roadways and parking areas are, in general, to consist of quarry processed stone. Before placing any fill material, the existing topsoil shall be stripped and the remaining soil shall be proof rolled with a heavy static roller. Any soft zones shall be excavated and replaced with compacted quarry processed stone. The subgrades are to be brought to the required finished grades and elevations using quarry processed stone and compacted to 95 percent of its Modified Proctor Density established in accordance with: ASTM Designation D1557. No excavated and stockpiled material shall be used for fill under paved areas. The Engineer is then to check the subgrade. The Contractor is to place no stone, bituminous materials or concrete on any subgrade until it has been inspected and approved by the Engineer.

B. Materials for roadway, parking area, driveway, sidewalk, and curb construction shall conform to the requirements as listed herein (or as depicted on the Construction Drawings or as directed by the Local Road Opening Permit).

APPLICABLE CLASSIFICATION

SUBBASE: Dense Graded Aggregate
BITUMINOUS CONCRETE BASE COURSE: 25M64 Hot Mix Asphalt Base Course
BITUMINOUS CONCRETE SURFACE: 9.5M64 Hot Mix Asphalt Surface Course

C. All materials including joint sealants are to be included and provided for the installation of the asphalt under the project.

PART 3 EXECUTION

3.1 FINAL SUBGRADE PREPARATION

A. Subgrades for pavements and sidewalks, curbs and gutters, and other roadway structures are not to vary more than 1/4 inch from the specified grade and cross section. Variations within the above specified tolerances are to be compensating so that the average grade and cross sections specified are met.

B. Any castings within the area to be paved or graded are to be set to finished grade by the Contractor. Any curbs shown on the Drawings are to be constructed by the Contractor and approved by the Engineer before any pavement is placed.

C. The subgrade is to be maintained in a satisfactory condition and properly finished to the satisfaction of the Engineer. No material is to be placed upon the prepared subgrade until it has been inspected for proper depth and compaction and has met the approval of the Engineer. No materials are to be placed on the prepared subgrade if the subgrade is wet or frozen.

3.2 PAVEMENT THICKNESS

A. Paved road and parking areas are to consist of a dense graded aggregate base course, a hot mix asphalt (HMA) base course (Hot Mix 25M64) and a hot mix asphalt surface course top layer (Hot Mix 9.5M64). Thickness shall be as shown on the Drawings furthermore specified as follows:

B. Placement of Hot Mix Asphalt Base Course (Mix 25M64).

C. The material is to leave the plant at a temperature sufficient for workability under prevailing conditions. The base course shall be placed in two layers. The thickness is to be sufficient to obtain the compacted thickness indicated on the Drawings.

D. Initial rolling of the base course to be compacted is to be done with at least two rollers, one of which is to be a three wheel roller of ten tons minimum and the other two or three axle tandem roller of eight tons minimum, operating immediately in back of the spreader. The second, third and final rolling is to be performed with a two or three axle tandem roller until the mixture is thoroughly compacted to the satisfaction of the Engineer.

E. All trucks transporting base course material are to be covered with canvas. Also, no base course material is to be laid unless the temperature is above 25°F and rising.

F. Immediately prior to construction of subsequent pavement surface thereon, the base course is to be cleaned of all loose and foreign material and all damaged areas are to be repaired to the satisfaction of the Engineer.

G. After the Base Course has been placed, all manholes, valve boxes, catch basins, and driveway entrances (where curb exists) are to be ramped with base course in a manner satisfactory to the Engineer.

H. If, prior to the placing of the surface pavement, material has to be removed because it has broken up, the Contractor is to remove the bad areas to the limits as specified by the Engineer. Once this area has been dug out, the Contractor is to furnish and lay base course and compact as specified above.

I. Placement of Hot Mix Asphalt Surface Course.

J. After the Engineer has approved the Base Course, the Hot Mix Asphalt Surface Course Mix 9.5M64 is to be constructed to the thickness shown on the Drawings.

K. Construction procedures, producing of asphalt pavement courses, equipment to be used, and procedures for laying the materials are to conform with these specifications. All equipment specified in the above section is to be of the proper type, and in satisfactory working condition, and used where required.

L. All trucks transporting surface course material are to be covered with canvass tarp. Also, no surface course material is to be laid unless the temperature is above 40°F and rising.

END OF SECTION

SECTION 329010
LANDSCAPE RESTORATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this Section.

B. Related Work Specified Elsewhere:

1. Division 31 Section 312300 "Excavation and Fill"

1.2 GENERAL

A. The work included in this section of the specifications shall consist of all labor, material and equipment required for the Contractor to undertake stripping, stockpiling and replacement of topsoil, seeding throughout the site. It shall further include the furnishing and placement of additional topsoil as required to provide a covering throughout the area to be seeded. In general, all areas of the site which are disturbed by construction and are not otherwise improved shall be top soiled and seeded, sodded, or repaired with stone hardscapes where appropriate.

B. The furnishing and spreading of fertilizers and other surface treatment required for the growth of lawns, the furnishing and installation of seed and cutting and watering of such lawns shall also be included.

C. All work included in this section shall meet the requirements of the local Soil Conservation District and be in accordance with the "Standards for Soil Erosion and Sediment Control in New Jersey,"

D. The furnishing and installation of seed, shrub and trees as required by the Drawings.

1.3 SUBMITTALS

A. Topsoil – source and analysis

B. Seed, Fertilizer and Lime – product data on content and minimal analyses

C. Shub and Tree information and photographs

PART 2 PRODUCTS

2.1 GENERAL

A. The Contractor shall furnish all materials and labor to completely restore the surface vegetation of all existing vegetated areas that are disturbed within the limits of construction with topsoil, seed, fertilizer, mulch, and other incidentals to the site as directed by the Engineer and as specified under this Item.

2.2 TOPSOIL (LAWN AND NON-WETLAND AREAS)

A. Topsoil shall be friable and loamy, free of debris and objectionable weeds and stones and contain no toxic substance that may be harmful to plant growth. Topsoil hauled in from off-site shall have a minimum organic matter content of five percent 5%. Organic matter content shall be raised by additives at the Contractor's own expense. A pH range of 5.8-7.0 is acceptable (as per NJDOT Spec Section 917) and soluble salts should not be excessive.

B. Topsoil taken from original excavations shall be carefully stored separately.

C. All topsoil shall be natural topsoil sandy loam, thoroughly cleared of all sticks, roots, branches, coarse sods, hard clods, stiff clay, hard pan, partially disintegrated stone, lime cement, ashes, slag, concrete, tar residues, tarred paperboards, chips, and other deleterious matter, and all stones larger than one inch in diameter before it is spread. The mechanical analysis of the soil shall be based off of the following table:

Table 917.01-2 Particle Size Distribution for Topsoil

Particle Size	Percent
Sand (2.0 mm to 0.05 mm)	40 - 80
Silt (0.05 mm to 0.005 mm)	0 - 30
Clay (0.005 mm and smaller)	10 - 30[1]

1. If more than 50 percent of the sand portion is larger than 0.5 millimeters, the allowable range for clay is 15 to 30 percent.

2.3 NATIVE TOPSOIL

A. In wetland and wetland transition areas, the Contractor shall strip and stockpile existing native topsoil to a minimum depth of eighteen-inches (18") for restoration placement and application of wetlands seed mixes. Should additional native topsoil be necessary to bring the surface restoration to original grade, the Contractor shall furnish and place such suitable native topsoil from an approved site or source at no additional cost to the Owner.

B. The Contractor shall blend additional organic material with the existing native topsoil to provide a minimum organic matter content of five percent (5%).

2.4 SEED FOR LAWN AND OPEN AREAS

A. Seed for the restoration of open areas shall conform to the following mix:

Kentucky Bluegrass @ 25 lbs per acre
Red Fescue @ 15 lbs per acre
Perennial Rye Grass @ 10 lbs per acre

B. The Contractor shall adjust the seed mixes specified above as may be directed by the Engineer dependent on the season, soil conditions and type of existing ground surface use. If so directed, such adjustment will be made at no additional cost to the Owner.

2.5 LIME

A. Lime shall be ground dolomitic limestone not less than 85% total carbonates, ground so that 50% passes through a 100 mesh sieve and 90% through a 20 mesh sieve.

B. All liming requirements and rates shall be determined based on the soil testing requirements in accordance with the New Jersey Soil Erosion Control Standards, dated 2014, last revised July 2017.

PART 3 EXECUTION

3.1 TOPSOIL

A. After completion of the rough grading, topsoil shall be spread, graded and rolled to the grades prior to excavation or shall conform to the elevations shown on the drawings. The area shall then be raked, disked or otherwise worked to remove stones, roots, debris and other unsuitable material from the topsoil. A minimum thickness of topsoil of four inches (4") with a two inch (2") crown will be required.

B. The topsoil shall be graded and raked smooth and uniform to match surrounding drainage conditions conforming to finished grade.

3.2 FERTILIZER AND LIME

A. After topsoil is in place, apply limestone and fertilizer in accordance with local Soil Conservation standards.

B. Ground limestone shall be evenly applied at a predetermined rate by the local Soil Conservation District based on soil testing to all areas to be seeded, and shall be thoroughly and evenly mixed with the soil to a depth of four inches (4") below finished grade to bring the topsoil to the required acidity range of pH 5.8 to pH 7.0 as determined by a certified testing laboratory. All areas to be seeded shall then be fine graded to remove all ridges and depressions and the surface shall be cleaned of all stones greater than two inches (2") in diameter, and other debris.

C. All liming requirements and rates shall be determined based on the soil testing requirements in accordance with the New Jersey Soil Erosion Control Standards, dated 2014, last revised July 2017.

D. After preparation of the seed bed and at least nine days before seeding, an approved commercial 10-10-10 fertilizer shall be incorporated into the soil at a rate of 11 lbs./1000 square feet, and to a depth of four inches (4"). The soil shall then be thoroughly watered.

3.3 SEEDING

A. Spread and rake seed into the prepared soil. Roll seed with a water ballast roller, watered, and protected by and tended by the Contractor until there is a hardy stand of grass. Areas not thus productive shall be re-fertilized and re-seeded as above until grass is established.

B. All seeded areas shall be mulched with un-rotted salt hay or small grain straw at the rate of 90 lbs. per 1000 square feet. Hay shall be blown in on its natural lengths. Chopped hay shall not be used. No seeded areas shall remain un-mulched longer than seven (7) days. After mulching, Contractor shall apply an approved mulch binder. All mulch shall be left in place to disintegrate, except the Contractor shall remove excessive amounts of hay when so directed by the Engineer.

C. On hillsides or wherever required, because of slope, the seeded areas shall be protected by burlap, hay mulch or other approved means immediately after the seeding operation has been completed. The contractor shall complete all of the seeding, when weather and soil conditions are suitable.

D. Seeded areas which erode during the Contract period (including the two (2) year maintenance and repair period) shall be repaired and restored by the Contractor in accordance with all provisions of this Section of the Specifications.

E. Dates and schedules for seeding operations shall be as approved by the Engineer. Seeding shall be done in favorable weather, in the fall where possible, and in early spring if necessary to complete unfinished areas.

3.4 RESTORATION OF LAWN AND OPEN NON-WETLAND AREAS

A. The furnishing and spreading of fertilizer and seed on the existing lawn and open non-wetland grass areas damaged during the execution of the Work shall be in accordance with the Standards for Soil Erosion and Sediment Control in New Jersey, as may be appropriate recognizing regional and local conditions.

B. Open areas that are disturbed shall be seeded, fertilized and mulched to re-establish the original growth as near as possible. Areas shall be shaped and dressed to conform to the original grade.

3.5 RESTORATION OF LAWNS AND HARDSCAPES

A. Based upon existing site conditions, the furnishing and installation of seed may be required as appropriate as determined by the Engineer and Owner.

END OF SECTION

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SECTION 331010
PIPING AND FITTINGS

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, tools, services and transportation required for the furnishing and installation of all external subgrade piping in accordance with the Plans and specification hereinafter. The furnishing and installation of all pipe, fittings, thrust blocks, services, and related appurtenances.

B. The Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to install and test all buried piping, fittings, and specials. The Work includes the following:

1. All types and sizes of buried piping, except where buried piping installations are specified under other Sections or other contracts.
2. Work on or affecting existing buried piping, including removal and disposal of the existing hydrant, lateral, and appurtenances.
3. Installation of all jointing and gasket materials, specials, flexible couplings, mechanical couplings, harnessed and flanged adapters, sleeves, tie rods, cathodic protection, and other Work required for a complete, buried piping installation.
4. Supports, restraints, and thrust blocks.
5. Pipe encasements (as required).
6. Field quality control, including testing.
7. Cleaning and disinfecting.
8. Incorporation of valves, meters, and special items shown or specified into piping systems in accordance with the Contract Documents and as required.

C. Coordination:

1. Review installation procedures under this and other Sections and coordinate installation of items to be installed with or before buried piping Work.
2. Coordinate with appropriate piping Sections of Division 33 "Utilities".
3. Notify other contractors in advance of installing buried piping to provide them with sufficient time for installing items included in their contracts to be installed with or before buried piping installation Work.

D. Piping shall be furnished and installed of the material, size, and class and at the locations indicated on the Plans and/or designated in this Section. Piping shall include all fittings, adapters, couplings, bolts, gaskets, sleeves, hangers, supports, and other associated appurtenances required to construct and install a complete process piping to equipment, valves, tanks, or compartments.

E. All reference to any ANSI, AWWA, or ASTM standard implies use of the most recent revision of said standard.

F. Where process piping assemblies are required to connect to equipment, valves, tanks or compartments, such piping shall be fully compatible with the approved equipment, valve, tank or compartment and any necessary modifications to the shall be made. The Contractor shall be responsible to identify such necessary modifications and shall be shown in scaled layout on appropriate shop drawings.

G. In addition to assurance of proper connections of the piping system to equipment, valves, tanks, or compartments, the Contractor shall also make such investigations regarding the compatibility of the piping material to carry its contents to the point of application without pipe stress or degradation.

H. Related Sections:

1. Division 31 Section 312300 "Excavation and Fill"
2. Division 33 Section 331015 "Valves, Hydrants, and Appurtenances"

1.2 REFERENCES

A. Standards referenced in this Section include, but not limited to the following:

1. ANSI A13.1-81 Scheme for the Identification of Piping Systems
2. UPC Uniform Plumbing Code (latest Edition)
3. ASTM D1785 PVC Plastic Pipe, Schedules 40, 80 and 120
4. ASTM D2467 Socket-Type PVC Plastic Pipe Fittings, Schedule 80
5. ASTM D 2564 Solvent Cements of PVC Plastic Pipe and Fittings
6. ASTM F402 Safe Handling of Solvent Cements and Primers Used for Joining Thermoplastic Pipe and Fittings
7. ASTM F656 Primers for PVC Solvent Cemented Joints of Pipe and Fittings
8. ASTM A312 Stainless Steel Pipe Specifications
9. ASTM A999 Specifications for General Requirements for Alloy and SS Pipe
10. ASTM A554 Specifications for Welded Stainless Steel Mechanical Tubing
11. ASME/ANSI B36.10/19 Carbon, Alloy and Stainless Steel Pipes
12. ANSI/AWWA C115/A21.15 Ductile Iron Pipe size and Class
13. ANSI/AWWA C104/A21.4 Ductile Iron Pipe Cement Linings
14. ANSI/AWWA C111/A21.11 Ductile Iron Pipe Mechanical Joint and Fittings
15. ANSI/AWWA C115/A21.15 Flanged Ductile Iron Pipe with Ductile Iron or Gray Iron Threaded Flanges

1.3 RELATED WORK IN OTHER SECTIONS

A. The Contractor shall examine the specifications of the following Sections of the Contract Specifications and Plans to coordinate process piping as may be necessary or required to result in a completely operational and compatible installation for the process application.

1.4 SUBMITTALS

A. Product Data: Surface preparation and application reports and procedures as required for lining and coating of pipe and fittings. Pipe and fitting manufacturer and applicator of lining and coating, as specified, shall mutually determine recommended surface preparation and application methods, and provide written verification of mutually selected method in the submittals.

B. Shop Drawings: Detailed drawings and data for pipe, fittings, gaskets, appurtenances, linings, coatings, harnessing and thrust blocks. Shop Drawings shall include:

1. Schedules for Piping with Restraint Joints. Details of piping, joints, harness and thrust blocks, connections to piping, structures, equipment, appurtenances and PE encasement (as required).
2. Product Data: Manufacturer's literature and specifications, as applicable, for products specified in this Section.
3. Testing Procedures: Submit proposed testing procedures, methods, apparatus, and sequencing. Obtain ENGINEER's approval prior to commencing testing.

C. Certificates: Submit certificate signed by manufacturer of each product that product conforms to applicable referenced standards and the Contract Documents.

D. Field Quality Control Submittals: Results of each specified field quality control test.

E. Contractor shall submit a Specialty Connection Work Plan to detail their proposed work plan for the 24" PCCP to 12" DIP Complete in Place connection.

F. Closeout Submittals: Submit the following:

1. Record Documentation:
   a. Maintain accurate and up-to-date record documents showing modifications made in the field, in accordance with approved submittals, and other Contract modifications relative to buried piping Work. Submittal shall show actual location of all piping Work and appurtenances at same scale as the Drawings.
   b. Show piping with elevations referenced to Project datum and dimensions from permanent structures. For each horizontal bend in piping, include dimensions to at least three permanent structures, when possible. For straight runs of piping provide offset dimensions as required to document piping location.
   c. Include profile drawings with buried piping record documents when the Contract Documents include piping profile drawings.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications:

1. Manufacturers of pipe, fittings, and lining and coatings shall have a minimum of five (5) years successful experience and shall be able to show evidence of at least five installations in satisfactory operation in the United States that are similar applications to the specified service.

B. Supply and Compatibility

1. Unless otherwise approved, obtain all pipe, fittings, and appurtenances included in this Section from a single ductile iron pipe manufacturer.
2. Pipe, fittings, and appurtenances shall be suitable for the specified service and shall be integrated into overall piping system by pipe manufacturer.
3. Pipe manufacturer shall be responsible for all products and all factory-applied linings and coatings, whether installed at pipe manufacturer's facility or at manufacturer's Supplier's facility.

C. Regulatory Requirements:

1. Pipe and fittings, including linings and coatings that will convey potable water or water that will be treated to become potable, shall be certified by an accredited organization in accordance with NSF/ANSI 61 as being suitable for contact with potable water.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Preparation for Transport

1. Ensure that unit is dry and internally protected against rust and corrosion.
2. Set valves in best position for handling. Set valves closed to prevent rattling.

B. Storage

1. Store materials to allow convenient access for inspection and identification. Store material off ground using pallets, platforms, or other supports. Protect packaged materials from corrosion and deterioration.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Handling

1. Handle pipe, fittings, specials, and accessories carefully in accordance with pipe manufacturer's recommendations. Do not drop or roll material off trucks. Do not drop, roll or skid piping.
2. Avoid unnecessary handling of pipe. Keep pipe interiors free from dirt and foreign matter.
3. Protect interior linings and exterior coatings of pipe and fittings from damage. Replace pipe and fittings with damaged lining regardless of cause of damage.

D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.

F. Protect flanges, fittings, and specialties from moisture and dirt.

G. Store protected from direct sunlight. Support to prevent sagging and bending.

1.7 WARRANTY

A. Manufacturing Warranty Period: One (1) year from acceptance and furnish owner items found to be defective within the one (1) year period.

PART 2 PRODUCTS

2.1 MATERIALS

A. Piping systems shall be suitable for their intended use.

B. All hardware supplied to be stainless steel (i.e., bolts, nuts, fasteners, etc.).

C. Joints shall be push on or mechanical joints for buried piping. Provide couplings on pipe with plain or grooved ends where shown or where approved by the Engineer.

D. All copper piping must have compression type couplings.

2.2 COPPER PIPING, FITTING AND APPURTEANCES

A. Copper piping shall conform to ASTM B88, Type K.

B. Copper tubing shall comply with the latest Standard Specifications for Seamless Copper Water Tube, ASTM Designation: B88, soft temper, Type K unless otherwise shown or directed.

C. Fittings: Unions, couplings and other fittings for copper tubing shall be the copper service thread type as manufactured by the Mueller Company, brand name or equivalent, unless otherwise shown or directed. Three (3) part unions will be used in lieu of two (2) part unions and will be Mueller H-15403N, brand name or equivalent.

D. Connections: All copper supplied and installed shall comply with NSF 61-G (Annex G).

E. Appurtenances:

1. Corporation Stops: Unless otherwise shown or directed, corporation stops for use on copper services one-inch (1") and smaller shall be Mueller Company's No. B-25008N ball corporation valve, brand name or equivalent. Inlet and shall be C.C. thread. Clamps shall have a ductile iron body, neoprene gasket and Mueller threads.
2. Curb Stops: Curb stops shall be Mueller B-25209N, brand name or equivalent for ¾" and larger.
3. Curb Stop Box:
   a. For ¾" and 1": Curb stop boxes shall be Mueller H-10314 (or approved equivalent) with SS stationary rod and lid marked 'WATER' with min. 4' burial
   b. For 1 ½" and 2": Curb stop boxes shall be Mueller H-10310 (or approved equivalent) with SS stationary rod and lid marked 'WATER' with min. 4' burial.
4. Lids shall be marked "WATER", lids to be painted blue. The length of the box shall be selected for the depth or bury as required by the final grading indicated on the Drawings or as directed by the Engineer. Rods shall be stainless steel.
5. Curb Box Sleeve: Curb box sleeves shall be Mueller Company H-10342, brand name or equivalent.
6. Service Saddles [for 1.5" and 2" copper line]: Service saddles are to be Smith Blair Model 317 or approved equal.
7. Large Diameter Service Saddle [above 1.5" or 2" services]: Service Saddles shall be Smith Blair Model 317 or approved equal.

2.3 DUCTILE IRON PIPE, FITTINGS, AND APPURTENANCES

A. General :

1. Ductile Iron piping and Fittings: Ductile Iron Piping to be Class 52 with asphaltic coating and Cementous lining, and shall meet NSF-61 standards. All fittings are to be mechanical joint fittings, compact fittings. All joints shall be restrained and fittings to be equipped with mechanical joint fittings with concrete thrust blocks.
2. All hardware supplied to be Stainless steel, Type 316 (i.e., bolts, nuts, fasteners, etc.).
3. Pipe Markings : Factory-mark each length of pipe and each fitting with designation conforming to those on approved laying Schedule. Manufacturer shall print or Paint on Eich length of pipe and each fitting pipe material, diameter, and pressure or tickets class

B. Ductile Iron Pipe:

1. The ductile iron pipe to be installed shall conform to AWWA C151 and have a Wall Thickness Classification of Class 52, unless otherwise noted in the plans. Push-on joints or mechanical restraint joints in accordance with AWWA C111 shall be used as a joining method unless otherwise noted in the plans. Joint deflections during installation shall not exceed manufacturer's recommendations. Pipe shall be furnished in standard laying lengths. Pipe shall have a minimum tensile strength of 60,000 psi, minimum yield strength of 42,000 psi, and a minimum elongation of 10% when tested in accordance with the requirements of Section 51-12.1. Pipe shall have minimum impact strength of 7 ft.-lb. When tested in accordance with the requirements of Section 51.12.2.
2. *"Cement Mortar Lining for Ductile Iron Pipe and Fittings for Water"* shall be in accordance with ANSI/AWWA C104/A21.4. Asphaltic outside coating shall be in accordance with ANSI/AWWA

C151/A21.51 for pipe and ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 for fittings. Asphaltic outside coating and inside lining and coating shall be in accordance with ANSI/AWWA C151/A21.51 *"Ductile Iron Pipe, Centrifugally Cast, for Water or Other Liquids"* for pipe and ANSI/AWWA C110/A21.10 *"Ductile Iron Fittings, 3 Inch Through 48 Inch, for Water and Other Liquids"* or ANSI/AWWA C153/A21.53 *"Ductile Iron Compact Fittings, 3 In. Through 24 In. for Water Service."*

3. All fittings shall be in accordance with AWWA Standards C110 or 153. All fittings shall be cement mortar lined and bituminous seal coated. They shall be designed and constructed to withstand a pressure not less than that for the adjacent pipe. Fitting joints should comply with Section 10-5 of AWWA C110 or Section 10-5 of AWWA C153. Pipe and fittings to be buried shall be furnished with an asphaltic coating approximately 1 mil thick.
4. Fittings 12 inches and smaller shall be minimum Class 250.
5. Joints on fittings shall be push-on joints or mechanical joints shall be in accordance with AWWA C111.
6. Solid sleeves shall be long compact mechanical joints in accordance with AWWA 153 and restrained with MJ Field Lok gasket brand name or approved equal.
7. The Contractor shall provide certification that all ductile iron fittings are cast in the U.S.A.
8. Only experienced pipe layers shall install water main pipe to the satisfaction of the Engineer. Jointing shall be done in the manner recommended by the manufacturers, essentially as follows:
   a. Prior to making up joints, gaskets, sockets and spigots shall be free from foreign materials. Lubricant shall be applied in accordance with manufacturer's recommendations. The pipe shall then be suspended in its relative position in the trench. The suspended pipe spigot shall be pushed away from the bell to the adjacent pipe about 1/4 inch, lined up with the bell and then inserted in a quick movement.
   b. The driving leverage methods shall be subject to the approval of the Engineer.
   c. Prior to making up joints, the bells, spigots, and rubber gaskets shall be free from foreign material. A cast iron gland shall be positioned on the spigot end of the pipe, followed by a rubber gasket thoroughly lubricated with its tapered side facing the bell. The spigot shall then be inserted fully into the bell. The rubber gasket shall then be moved into position by hand until it is flush with the face of the bell. The gland shall then be placed against the face of the rubber gasket and the bolts inserted and made finger tight. Bolts shall be drawn up evenly on alternate sides beginning at the top, keeping the gland parallel to the face of the bell at all times. All nuts shall be tightened uniformly with a torque of not less than 60 or more than 90 foot-pounds.

C. Pipe Joint Restraint:

1. Restrained joint pipe shall be Ductile Iron manufactured in accordance with the requirements of ANSI/AWWA C151/A21.51. Push-on joints for such pipe shall be in accordance with ANSI/AWWA C111/A21.11 "Rubber Gasket Joints for Ductile Iron Pipe and Fittings." Pipe thickness shall be designed in accordance with ANSI/AWWA C150/A21.50 "Thickness Design of Ductile Iron Pipe" and shall be based on laying conditions and internal pressures as indicated on the plans and specifications.
2. Restrained joint fittings and the restraining components for mechanical joint fittings may be made with MJ Field Lok gasket Series DI conforming to ANSI.AWWA C111/A21.11 and MJ Field Lok gland with ductile iron components manufactured to ASTM A536 Grade 70-50-05 as manufactured by United States Pipe Foundry Company, brand name or approved equal.
3. Restrained joint fittings and restraining components for push-on joints of Tyton joint pipe shall be made with Field Lok 350 gaskets as manufactured by United States Pipe Foundry Company, brand name or approved equal in accordance with requirements of ANSI/AWWA C111/A21.11.
4. Mechanical joint restraint may be Megalug Series 1100 as manufactured by EBAA Iron Inc. brand name or approved equal and shall be installed in combination with concrete thrust block in accordance with appropriate detail shown on the plans. This type of mechanical joint restraint shall

require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts.

5. Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal. Restraint devices for mechanical joint fittings and appurtenances conforming to either ANSI/AWWA C111/A21.11 or ANSI/AWWA C153/A21.53 shall conform to the following:
6. Design:
   a. Restraint devices for nominal pipe sizes 3 inch through 48 inch shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10.
   b. The devices shall have a working pressure rating of 350 psi for 3-16 inch and 250 psi for 18-48 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes.
7. Material:
   a. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536.
   b. Ductile iron gripping wedges shall be heat treated within a range of 370 to 470 BHN.
   c. Three (3) test bars shall be incrementally poured per production shift as per Underwriter's Laboratory (U.L.) specifications and ASTM A536. Testing for tensile, yield and elongation shall be done in accordance with ASTM E8.
   d. Chemical and nodularity tests shall be performed as recommended by the Ductile Iron Society, on a per ladle basis.
8. Installation of mechanical joint restraint:
   a. Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly.
   b. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off

D. Requirements

1. Contractor is to provide Tyton Joint by US Pipe or approved equal. All joints are to be restrained gaskets for bell joints and mechanical joints with thrust blocks at all mechanical joint fittings.
2. Additional restraining mechanisms must include split ring (Roman Series 600 or approved equal) and ¾" SS threaded rods, including necessary restraint connection lugs, nuts, bolts, and associated appurtenances, are to be provided as necessary.
3. Mechanical joint fittings are to be compact fittings.

PART 3 EXECUTION

3.1 GENERAL

A. General:

1. Install piping (permanent and temporary) as shown, specified, and as recommended by pipe and fittings manufacturer.
2. Coordinate any required shutdown with Township and notify residents at least 72 hours before shutdown or transfer of services.
3. Install PE encasement on pipe (as needed) as shown on the contract drawings, per ANSI/AWWA C105.
4. In event of conflict between manufacturer's recommendations and the Contract Documents, request interpretation from the Engineer before proceeding.

5. The Engineer will observe excavations and bedding prior to laying pipe by the Contractor. Notify the Engineer in advance of excavating, bedding, pipe laying, and backfilling operations.
6. Minimum cover over buried piping shall be 3.5 feet, unless otherwise shown or approved by the Engineer.
7. Earthwork is specified in Division 31 Section 312300 "Excavation and Fill".
8. Excavation in excess of that required or shown, and that is not authorized by the Engineer shall be filled at the Contractor's expense with granular material furnished, placed, and compacted in accordance with Division 31 Section 312300 "Excavation and Fill".

B. Separation of Sewers and Potable Water Piping:

1. Horizontal Separation:
   a. Where possible, existing and proposed potable water mains and service lines, and sanitary, combined, and storm sewers shall be separated horizontally by clear distance of at least ten feet.
   b. If local conditions preclude the specified clear horizontal separation, installation will be allowed if potable water main is in separate trench or on undistributed earth shelf on one side of sewer and with bottom of potable water main at least 18 inches above top of sewer.
2. Vertical Separation:
   a. Provide minimum vertical distance of 18 inches between outside of potable water main and outside of sewer when sewer crosses over potable water main.
   b. Center a section of potable water main pipe at least 17.5 feet long over sewer so that sewer joints are equidistant from potable water main joints.
   c. Provide adequate structural support where potable water main crosses under sewer. At minimum, provide compacted select backfill for ten feet on each side of crossing.
   d. Exceptions:
      1) Where it is not possible to provide minimum vertical separation described above, encase either potable water main or sewer in watertight carrier pipe extending ten feet on each side of crossing, measured perpendicular to potable water main.

C. Plugs:

1. Temporarily plug installed pipe at end of each day of work or other interruption of pipe installation to prevent entry of animals, liquids, and persons into pipe, and entrance or insertion of deleterious materials into pipe.
2. Install standard plugs in bells at dead ends, tees, and crosses. Cap spigot and plain ends.
3. Fully secure and block plugs, caps, and bulkheads installed for testing to withstand specified test pressure.

D. Bedding Pipe: Bed pipe as specified and in accordance with details on the Drawings.

1. Trench excavation and backfill, and bedding materials shall conform to Division 31 Section 312300 "Excavation and Fill", as applicable.
2. Where the Engineer deems existing bedding material unsuitable, remove and replace existing bedding with approved granular material furnished, placed, and compacted in accordance with Division 31 Section 312300 "Excavation and Fill". Payment for additional excavation and providing granular material will be made under the unit price payment items in the Contract.
3. Where pipe is installed in rock excavation, provide minimum of three inches of granular bedding material underneath pipe smaller than four-inch nominal diameter, and minimum of six inches of granular bedding material underneath pipes four-inch nominal diameter and larger.
4. Excavate trenches below bottom of pipe by amount shown and indicated in the Contract Documents. Remove loose and unsuitable material from bottom of trench.
5. Carefully and thoroughly compact pipe bedding with hand held pneumatic compactors.
6. Do not lay pipe until the Engineer approves bedding condition.

7. Do not bring pipe into position until preceding length of pipe has been bedded and secured in its final position.

E. Laying Pipe:

1. Conform to manufacturer's instructions and requirements of standards and manuals listed below, as applicable:
2. Install pipe accurately to line and grade shown and indicated in the Contract Documents, unless otherwise approved by the Engineer. Remove and reinstall pipes that are not installed correctly.
3. Slope piping uniformly between elevations shown.
4. Keep groundwater level in trench at least 24 inches below bottom of pipe before laying pipe. Do not lay pipe in water. Maintain dry trench conditions until jointing and backfilling are complete. Keep clean and protect interiors of pipe, fittings, valves, and appurtenances.
5. Start laying pipe at lowest point and proceed towards higher elevations, unless otherwise approved by the Engineer.
6. Place bell and spigot-type pipe so that bells face the direction of laying, unless otherwise approved by the Engineer.
7. Excavate around joints in bedding and lay pipe so that pipe barrel bears uniformly on trench bottom.
8. Deflections at joints shall not exceed 75 percent of amount allowed by pipe manufacturer, unless otherwise approved by the Engineer.
9. Carefully examine pipe, fittings, valves, and specials for cracks, damage, and other defects while suspended above trench before installation. Immediately remove defective materials from the Site and replace with acceptable products.
10. Inspect interior of all pipe, fittings, valves, and specials and completely remove all dirt, gravel, sand, debris, and other foreign material from pipe interior and joint recesses before pipe and appurtenances are moved into excavation. Bell and spigot-type mating surfaces shall be thoroughly wire brushed, and wiped clean and dry immediately before pipe is laid.
11. Field cut pipe, where required, with machine specially designed for cutting the type of pipe being installed. Make cuts carefully, without damage to pipe, coating or lining, and with smooth end at right angles to axis of pipe. Cut ends on push-on joint type pipe shall be tapered and sharp edges filed off smooth. Do not flame-cut pipe.
12. Do not place blocking under pipe, unless specifically approved by the Engineer for special conditions.
13. Touch up protective coatings in manner satisfactory to the Engineer prior to backfilling.
14. Notify the Engineer in advance of backfilling operations.
15. On steep slopes, take measures acceptable to the Engineer to prevent movement of pipe during installation.
16. Thrust Restraint: Where required, provide thrust restraint conforming to Article 3.3 of this Section.
17. Exercise care to avoid flotation when installing pipe in cast in-place concrete, and in locations with high groundwater.
18. All mains and services shall be wrapped with #10 metal wire.

F. PE Encasement (as needed)

1. Handle PE encasement to prevent cuts, tears or other damage. Repair cuts, tears and damage.
2. Cut PE encasement to overlap 12 inches at joints; tape or close joints and open seams
3. Adjust PE encasement to be snug around the pipe and joints, but not tight.
4. Use tube type encasement for installation below the ground water table.
5. Cut PE in an X and tape around pipe where taps or other appurtenances are installed. Hydrant drain to remain un-blocked.
6. Conform to requirements of ANSI/AWWA C105.

G. Jointing Pipe:

1. Lubricate only the spigot end of the pipe with manufacturer's recommended pipe lubricant, in accordance with ANSI/AWWA standards, just prior to slipping gasket onto plain end of the joint assembly. The coating should be the equivalent of a brush coat of enamel paint. Lubricant can be applied by hand, cloth, pad, sponge, or glove. Lubrication of the gasket and/or ring groove may result in displacement of the gasket during assembly.
2. Insert the beveled spigot end into the bell so that it is in contact with the gasket. Hold the pipe length being joined close to the ground and keep the lengths in proper alignment. Brace the bell while the spigot end is being inserted to prevent previously assembled sections of pipe from being over assembled.
3. Push the spigot end in until the reference mark on the spigot end is flush with the end of the bell.
4. Deflection shall be in accordance with the pipe manufacturer's recommendations. If no joint deflection is permitted, all deflection must be accomplished via bending the pipe

H. Backfilling:

1. Conform to applicable requirements of Division 31 Section 312300 "Excavation and Fill".
2. Place backfill as Work progresses. Backfill by hand and use power tampers until pipe is covered by at least one foot of backfill.

I. Connections to Valves and Hydrants:

1. Install valves and hydrants as shown and indicated in the Contract Documents.
2. Provide suitable adapters when valves or hydrants and piping have different joint types.
3. Provide thrust restraint at all hydrants and at valves located at pipeline terminations.

J. Transitions from One Type of Pipe to Another:

1. Provide necessary adapters, specials, and connection pieces required when connecting different types and sizes of pipe or connecting pipe made by different manufacturers.

K. Closures:

1. Provide closure pieces shown or required to complete the Work.

3.2 COPPER PIPE INSTALLATION

A. Soldering (copper tubing) – Not Anticipated

1. Tubing shall be cut with square ends and reamed to prevent burrs, out-of-round or improperly sized ends.
2. After cutting, all surfaces to be soldered shall be thoroughly cleaned to a metal-bright finish, free from dirt, grease or other material before fluxing and soldering. This cleaning shall be performed by using emery cloth, sandpaper or steel wool. Clean the outside end of the tubing for a length of 1/2-in greater than the depth of the fitting. The inside of the fittings shall be cleaned in a similar manner. Apply non-corrosive flux and assemble the joint. Acid solder or acid flux will not be allowed.
3. The surfaces to be joined shall be heated up slowly and uniformly to the melting point of the solder. The surface being soldered shall be maintained above the melting point of the solder for sufficient time to draw the solder completely into the joint. When the solder congeals to a plastic state the excess metal shall be removed with a cloth brush, leaving a fillet around the end of the fitting. Full penetration of the solder uniformly throughout the entire socket is required. The soldered joints shall be allowed to cool in still air. Quenching will not be permitted.
4. Any type of crack, pinhole, area of incomplete penetration, or similar defect will not be accepted. Peening for closing up defects will not be permitted.

5. Heating torches of sufficient size equipped with multiple tips or ring burners for use on combination torches, shall be used for heating of large fittings of 2-in diameter and larger prior to soldering.
6. Remove all external and internal loose solder and flux after joint cools.

B. Compression

1. Compression couplings must be free of debris, and adequately installed per manufacturer requirements.

3.3 DUCTILE IRON PIPE

A. The installation of buried ductile iron pipe, except as shown on the Plans, shall conform to AWWA C-600, "Standard for Installation for Ductile Iron Water Mains and Appurtenance". Pipe shall be bedded in stone and backfilled with select material as detailed on the Plans. Installation of push-on and mechanical joints shall be in accordance with the manufacturer's printed instructions and AWWA C-600. Torque wrenches shall be used for installation of mechanical joints.

B. All pipe and pipe fittings shall be examined for deflects and no defective piece shall be incorporated into the pipe work. Should any defective piece be discovered after installation, it shall be removed and replaced in a satisfactory manner regardless of previous approval at the Contractor's expense.

C. All pipe and fittings shall be clean prior to jointing and installation. Exposed pipe ends shall be adequately closed to prevent the entrance of dirt or other debris.

D. Pipe insulation (as applicable) must be installed in the field, prior to placement in the trench. Insulation must be wrapped fully around the pipe, flued/taped shut, and extend from fitting to fitting, including the use surrounding the fitting.

E. Pipe installation must be in accordance with manufacturer requirements for Restrained Joint (RJ) ductile iron water main

3.4 SPECIALTY CONNECTION 24" PCCP TO 12" DIP COMPLETE IN PLACE

A. Contractor shall construct water main specialty connection as shown by the defined limits on the plans and specified hereafter. The Contractor shall expose the PCCP joint, reinforced concrete keyway, DIP pipe and fittings. The Contractor shall furnish a set of 24-inch male and female PCCP to DIP adaptors and all necessary accessories to complete the connection.

B. The Contractor shall strictly comply with all the requirements of all applicable governing authorities for the installation of water main. No Work shall be started until the applicable agency or authority having jurisdiction has been notified and the method of construction specifically approved by written authorization. Before beginning any of the Specialty Connection Work, the Contractor shall submit to the Owner and all applicable governing authorities plans and details describing the materials and methods that he proposes to use in a Work Plan. The Contractor shall not proceed with the Work until such plans and methods have been reviewed and approved as submittals under the provisions of the Contract. The Work Plan shall incorporate means and methods of installation including joint depth, laying length, and PCCP x MJ adapter fitting details.

C. Installation of the Specialty Connection shall be accomplished via an open trench excavation in accordance with these specifications and the construction practice standards, materials, and installation methods of, but not necessarily limited to, the following publication sources and institutes:

ANSI	American National Standards Institute, Inc.
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association, Inc.
OSHA	Occupation, Safety and Health Administration

D. The Contractor shall furnish and deliver to the MCMUA any un-used PCCP adaptor materials remaining after the work has been completed.

3.5 THRUST RESTRAINT

A. Provide thrust restraint on pressure piping systems where shown or indicated in the Contract Documents.

B. Thrust restraint may be accomplished by using restrained pipe joints, concrete thrust blocks, or harnessing buried pipe. Thrust restraints shall be designed for axial thrust exerted by test pressure of 200 psi for either PVC or ductile iron pipe.

C. All fittings (including bell/spigot connections) must have at least two (2) forms of restraint. Bell and Spigot joints must have an external restraint mechanism (i.e. split ring with a minimum of two (2) ¾" SS threaded rod (min four (4) for larger than 12 inch diameter pipe)). For joints / fittings, all must have mega lug connections, with thrust blocks (where applicable) and external restraint as well (field lok).

D. Concrete Thrust Blocks:

1. Place concrete thrust blocks against undisturbed soil. Where undisturbed soil does not exist, or for projects where the Site consists of backfill material, thrust restraint shall be provided by restrained pipe joints.
2. Provide concrete thrust blocks on pressure piping where shown or indicated in the Contract Documents. Construct thrust blocks of Class B concrete, shall be 3500 psi concrete, conforming to Section 033000- Concrete.
3. Install thrust blocks against undisturbed soil. Place concrete so that pipe and fitting joints are accessible for repair. All fittings in contact with concrete shall be wrapped in an 8-mil thick polyethylene tube.
4. Concrete thrust block size shall be as shown on the Drawings or as approved by the Engineer.
5. Harnessed lengths of buried pipe shall be as shown on the Drawings

E. Restrained Pipe Joints:

1. Pipe joints shall be restrained by means suitable for the type of pipe being installed. Push-on Joints and Mechanical Joints: Restrain with proprietary restrained joint system as specified here, lugs and tie rods; or other joint restraint systems approved by the Engineer. Harnessed lengths of buried pipe shall be as shown on the Drawings. All piping to be fully restrained.

3.6 TESTING

A. Test potable water pipelines in accordance with AWWA Standard C600, but in no case shall the test pressure be less than 200 PSI. Testing requirements will be strictly enforced. Piping utilized for the production and supply of potable water shall be tested for a minimum of 120 minutes under required pressures.

B. All newly installed process piping or any valve section thereof shall be subjected to a hydrostatic pressure of fifty percent (50%) in excess of the maximum working pressure of the process piping system, but in no case be less than 100 PSI in any section of the pipe being tested for a period of two hours.

C. The Contractor shall conduct testing in the presence of the Owner or Engineer until results are acceptable. Should test results be determined not to be acceptable, the Contractor shall make such necessary corrections to or replace portions of the piping system as may be necessary at Contractor's own expense.

D. Pipe shall not disintegrate or flake when tested in accordance with ASTM D 2152 "test for quality of extruded polyvinyl chloride pipe by acetone immersion".

E. Pressure and Leakage Tests

1. Procedures and Examinations
   Each section of the water main between valves shall be slowly filled with water and the specified test pressure based on the elevation of the lowest point of the line or the section under test. Before applying the specified test pressure, all air shall be expelled from the pipe. If blowoffs are not available at the high points, the Contractor shall make the necessary taps at points of highest elevation before the test is made and insert the plugs after the test has been completed. Water shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Engineer. The Contractor shall furnish the pump, pipe connection, gauges and all necessary apparatus to perform the leakage and pressure tests. The cost of all water required to perform pressure leakage test shall be the responsibility of the Contractor and shall be included in the unit price bid for the water mains.
2. Pressure Test
   The duration of the pressure test shall be at least two (2) hours. The pipe shall be subjected to a hydrostatic pressure of 225 psi measured at the highest elevation of the section of pipe under test. The test pressure shall not vary by more than five (5) psi for the duration of the test. During the test, all exposed pipes, fittings, valves, and joints will be carefully inspected for leaks. Pipes, fittings, valves and joints found to be defective shall be removed and replaced by the Contractor with sound material. The test shall then be repeated until satisfactory results are obtained.
3. Leakage Test
   The hydro-static pressure for the leakage test shall be 225 psi measured at the highest elevation of the section of pipe under test. The duration of each leakage test shall be two (2) hours and during the test the main shall be subjected to continuous test pressure. Leakage is defined as the quantity of water to be supplied into the newly laid pipe of any valved section thereof, necessary to maintain the specified test pressure after the pipe has been filled with water and the air expelled. No pipe installation will be accepted until the leakage is less than the number of gallons per hour as determined by the formula:

   $$L = (SDP^{(1/2)})/148{,}000$$

   L = Testing allowance (makeup water), gallons/hour
   S = Length of pipe tested, feet
   D = Nominal diameter of the pipe, inches
   P = Average test pressure during leakage test, pounds per square inch (gauge)

   The Contractor shall furnish the pump pipe, connections, gauge measuring device and all other necessary apparatus and labor to conduct the test. The costs of all tests shall be included in the unit price bid.

3.7 DISINFECTION

A. Any and all chlorine products must be NSF-60 certified, Contractor shall provide certification with the disinfection plan, prior to testing.

B. The interior of all pipe, fittings, and other accessories shall be kept as free as possible from dirt and foreign matter at all times. The lines shall be adequately flushed providing a minimum velocity of 2.5 ft/s before pressure and leakage tests are conducted. The interior of all new water mains, fittings, and fixtures shall be disinfected before being placed in service. Any section of pipeline, whether new or emptied during construction, shall be disinfected before being placed in service. The method, means and materials shall meet all rules, regulations, and standards of N.J.A.C. 7:10-11.16 of the New Jersey Safe Drinking Water Act and AWWA 651 (latest edition) to AWWA C-654 (latest edition). The Engineer shall be notified prior to starting disinfection procedures so that he may be present when portions of the system are disinfected. The Contractor shall be responsible for the cost of all water used for disinfection. The Contractor shall furnish copper taps as shown on the contract drawings or as directed by the Engineer for sampling.

C. Methods of Chlorine Application

The water mains shall be disinfected by the application of chlorine by one of the following methods:

1. **Continuous Feed Method** – Water from the existing distribution system or other approved sources of supply shall be made to flow at a constant, measured rate into the newly-laid pipeline. The water shall receive a dose of chlorine, also fed at a constant, measured rate. The two rates shall be proportioned so that the chlorine concentration in the water in the pipe is maintained at a minimum of 50 mg/l available chlorine.
   During the application of the chlorine, valves shall be manipulated to prevent the treatment dosage from flowing back into the line supplying the water. Chlorine application shall not cease until the entire main is filled with the chlorine solution. The chlorinated water shall be retained in the main for at least 24 hours, during which time all valves and hydrants in the section treated shall be operated in order to disinfect the appurtenances. At the end of this 24-hour period, the treated water shall contain no less than 25 mg/l chlorine throughout the length of the main.
2. **Slug Method** – Water from the existing distribution system or other approved source of supply shall be made to flow at a constant, measured rate into the newly laid pipeline. The water shall receive a dose of chlorine, also fed at a constant, measured rate. The two rates shall be proportioned so that the concentration in the water entering the pipeline is maintained at no less than 300 mg/l. The chlorine shall be applied continuously and for a sufficient period to develop a solid column or "slug" of chlorinated water that will, as it passes along the line, expose all interior surfaces to concentration of at least 300 mg/l for at least three (3) hours. The application shall be checked at a tap near the upstream end of the line by chlorine residual measurements. As the chlorinated water flows past tees and crosses, related valves and hydrants shall be operated so as to disinfect appurtenances.
3. **Granular Feed Method** – Granules (non-tablet) disinfection is best suited to short extensions (up to 2,500 ft.) and smaller diameter mains (up to 12 in.). Because the preliminary flushing set must be eliminated, this method shall be used when scrupulous cleanliness has been exercised. It shall not be used if trench water or foreign material has entered the main or if the water is below 5° C (41° F).
   Granules are placed in each section of pipe and also in branches, and other appurtenances. They shall be attached by an adhesive and in the joints between the pipe sections. All the granules within the main must be at the top of the main. If the granules are fastened before the pipe section is placed in the trench, their position should be marked on the section to assure that there will be no rotation. In placing granules in joints, they are to be crushed and placed on the inside annular space, or, if the type of assembly does not permit, they are rubbed like chalk on the butt ends of the sections to coat them with calcium hypochlorite.
   The adhesive may be Permatex No. 1 (a product of the Permatex Company, Brooklyn, New York), brand name or equivalent approved by the Engineer. There shall be no adhesive on the tablet except on the broad side next to the surface to which the tablet is attached.

When installation has been completed, the main shall be filled with water at a velocity of less than 1-ft./sec. This water shall remain in the pipe for at least twenty-four (24) hours.
Valves shall be operated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water.
After the application retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system, or less than 1 mg/l. Chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the pipeline.

D. Testing and Final Flushing

After the chlorination retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system, or less than 1 mg/L. Chlorine residual determination shall be made to ascertain that the heavily chlorinated water has been removed from the pipeline.

The Contractor has two options for bacteriological testing:

Option A – After final flushing, take an initial set of samples and then resample again after a minimum of 16 hours. Both sets of samples must pass for the main to be approved for release.

Option B – Let the main sit full for 16 hours after final flushing without any water use. Then collect two sets of samples a minimum of 15 minutes apart while the sampling tap is left running. Both sets of samples must pass for the main to be approved for release.

The Contractor will be responsible for arranging collecting and testing of both sets of water samples. The samples shall be tested by a laboratory certified for testing in the State of New Jersey. The samples collected shall be proved comparable in quality to the water served by the public supply system meeting all requirements of the New Jersey Department of Environmental Protection and the following specific test results:

Total coliform < 500 colonies
Fecal coliform < 1 colony

The Contractor is encouraged to engage personnel trained in sanitary methods of collecting samples for testing. The cost of any and all laboratory tests that are specified and required shall be the responsibility of the Contractor.

For new mains, sets of samples shall be collected every 1,200 feet of new water main, plus one set from the end of the line and at least one from each branch greater than one pipe length.

If the initial disinfection fails to produce satisfactory bacteriological results, or if other results indicate unacceptable water quality, the main may be reflushed and shall be resampled. If check samples fail to produce acceptable results, the main shall be rechlorinated by the continuous-feed or slug method until satisfactory results are obtained.

The cost of disinfecting the system, including the cost of water used and testing, shall be included in the unit price bid.

E. Disposal of Heavily Chlorinated Water

1. After the applicable retention period, heavily chlorinated water should not remain in contact with pipe for more than 48 hours. In order to prevent damage to the pipe lining or corrosion damage to the pipe itself, the heavily chlorinated water shall be flushed from the main until chlorine measurements show that the concentration in the water leaving the main is no higher than that generally prevailing in the system or is acceptable for domestic use. Contractor shall contract the

local sewer department to arrange for disposal of the chlorinated water to the sanitary sewer, if sewers are available in the project area.

2. The chlorine residual of water being disposed shall be neutralized by treating with one of the chemicals listed in the Table 1. If a sanitary sewer system is unavailable for disposal of the chlorinated water, an alternative disposal site must be selected.
3. A reducing agent shall be applied to the chlorinated water to completely neutralize the chlorine residual remaining in the water. (See Table 1 for neutralizing chemicals.) Where necessary, the Federal, State and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.

Table 1
Pounds of Chemicals Required to Neutralize Various Residual Chlorine Concentrations in 100,000 Gallons of Water

Residual Chlorine Conc. (mg/L)	Sulfur Dioxide (SO_2)	Sodium Bisulfite ($NaHSO_3$)	Sodium Sulfite (Na_2SO_3)	Sodium Thiosulfite ($Na_2S_2O_3.5H_2O$)
1	0.8	1.2	1.4	1.2
2	1.7	2.5	2.9	2.4
10	8.3	12.5	14.6	12.0
50	41.7	62.6	73.0	60.0

3.8 FIELD VERIFICATIONS AND FIELD QUALITY CONTROL

A. General:

1. Test all piping.
2. When authorities having jurisdiction are to witness tests, notify the Engineer and authorities having jurisdiction in writing at least 48 hours in advance of testing.
3. Conduct all tests in presence of the Engineer.
4. Remove or protect pipeline-mounted devices that could be damaged by testing.
5. Provide all apparatus and services required for testing, including:
   a. Test pumps, compressors, hoses, calibrated gages, meters, test containers, valves, fittings, and temporary pumping systems required to maintain the Owner's operations.
   b. Temporary bulkheads, bracing, blocking, and thrust restraints.
6. Provide air if an air test is required, power if pumping is required, and gases if gases are required.
7. Unless otherwise specified, the Owner will provide fluid required for hydrostatic testing. The Contractor shall provide means to convey fluid for hydrostatic testing into piping being tested. The Contractor shall provide fluid for other types of testing required.
8. Repair observed leaks and repair pipe that fails to meet acceptance criteria. Retest after repair.

B. Unless otherwise specified, testing shall include existing piping systems that connect with new piping system. Test existing pipe to nearest valve. Piping not installed by the Contractor and that fails the test shall be repaired upon authorization of the Owner. Unless otherwise included

C. Take field measurements prior to preparation of final shop drawings and fabrication where required to ensure proper fitting of the work.

D. Prepare reports of testing activities.

E. Field Tests:

1. Adjust all parts and components as required to provide correct operation of valves.
2. Conduct functional field test on each valve in presence of the Engineer to demonstrate that each valve operates correctly.
3. Verify satisfactory operation and controls of motor operated valves.
4. Demonstrate satisfactory opening and closing of valves at specified criteria requiring not more than 40 pounds effort on manual actuators.
5. Test ten percent of valves of each type by applying 200 pounds effort on manual operators. There shall be no damage to gear actuator or valve.

F. Supplier's Services:

1. Supplier's serviceman shall perform the following:
   a. Instruct the Contractor in installing equipment.
   b. Supervise installation of equipment.
   c. Inspect and adjust equipment after installation and ensure proper operation.
   d. Instruct the Owner's personnel in operating and maintaining the equipment.
2. Manufacturer's representative shall make a minimum of two visits, with a minimum of two hours onsite for each visit. First visit shall be for assistance in installing equipment; second visit shall be for checking completed installation and start-up of system; third visit shall be to instruct operations and maintenance personnel. Representative shall revisit the Site as often as necessary until installation is acceptable.
3. All costs, including expenses for travel, lodging, meals and incidentals, and cost of travel time, for visits to the Site shall be included in the Contract Price.

END OF SECTION

SECTION 331015
VALVES, HYDRANTS, AND APPURTENANCES

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope:

1. The Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to furnish and install valves, four-inch diameter and larger, and appurtenances, complete and operational.

B. Coordination:

1. Review installation procedures under this and other Sections and coordinate installation of items that must be installed with or before valves Work.
2. Notify other contractors in advance of the installation of valves and appurtenances to provide them with sufficient time for installing items included in their contracts that must be installed with or before valves Work.

C. Related Sections:

1. Division 33 Section 331010 "Pipe and Fittings"

1.2 REFERENCES

A. Standards referenced in this Section are listed below:

1. American Bearing Manufacturers Association (ABMA).
2. ANSI B16.1, Cast-Iron Pipe Flanges and Flanged Fittings.
3. ANSI B16.34, Valves-Flanged, Threaded and Welding end. (ASME B16.34).
4. ANSI/NSF 61 Drinking Water Components – Health Effects.
5. API STD 594, Check Valves, Flanged Lug, Wafer and Butt-Welding.
6. API STD 598, Valve Inspection and Testing.
7. API STD 609, Butterfly Valves: Double Flanged, Lug-Type and Wafer-Type.
8. ASTM A126, Specification for Gray Iron Castings for Valves, Flanges and Pipe Fittings.
9. ASTM A193/A193M, Specification for Alloy-Steel and Stainless Steel Bolting Materials for High-Temperature Service.
10. ASTM A194/A194M, Specification for Carbon and Alloy Steel Nuts for Bolts for High Pressure and High Temperature Service, or Both.
11. ASTM A240/A240M, Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
12. ASTM A276, Specification for Stainless Steel Bars and Shapes.
13. ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
14. ASTM A351/A351M, Specification for Castings, Austenitic, Austenitic-Ferritic (Duplex), for Pressure-Containing Parts.
15. ASTM A380, Practice for Cleaning, Descaling and Passivation of Stainless Steel Parts, Equipment and Systems.

16. ASTM A536, Specification for Ductile Iron Castings.
17. ASTM A564/A564M, Specification for Hot-Rolled and Cold-Finished Age-Hardening Stainless Steel Bars and Shapes.
18. ASTM A743/A743 M, Specification for Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application.
19. ASTM B62, Specification for Composition Bronze or Ounce Metal Castings.
20. ASTM B98/B98M, Specification for Copper-Silicon Alloy Rod, Bar, and Shapes.
21. ASTM B138/B138M, Specification for Manganese Bronze Rod, Bar and Shapes.
22. ASTM B265, Specification for Titanium and Titanium Alloy Strip, Sheet and Plate.
23. ASTM B584, Specification for Copper Alloy Sand Castings for General Applications.
24. ASTM D429, Test Methods for Rubber Property - Adhesion to Rigid Substrates.
25. AWWA C500, Metal-Seated Gate Valves for Water Supply Service.
26. AWWA C501, Cast-Iron Sluice Gates.
27. AWWA C502, Dry-Barrel Fire Hydrants.
28. AWWA C504, Rubber-Seated Butterfly Valves.
29. AWWA C507, Ball Valves, 6-inch through 48-inch.
30. AWWA C509, Resilient-Seated Gate Valves for Water Supply Service.
31. AWWA C550, Protective Interior Coatings for Valves and Hydrants.
32. AWWA Manual M49, Butterfly Valves: Torque, Head Loss, and Cavitation Analysis.
33. FS TT-C-494, Coating Compound, Bituminous, Solvent Type, Acid-Resistant.

1.3 SUBMITTALS

A. Action Submittals: Submit the following:

1. Shop Drawings:
   a. Installation drawings showing orientation of valve in both plan and elevation view. Drawings shall clearly identify valve and its appurtenances, including controls, actuators, valve stems, and other components. Show dimensions of valves and appurtenances in relation to piping and structural and architectural components, where applicable.
   b. Controls for and control characteristics of modulating valves.
   c. Power and control wiring diagrams, including terminals numbers for electric-motor actuators.
2. Product Data:
   a. Product data sheets.
   b. Complete catalog information, including dimensions, weight, specifications, and identification of materials of construction of all parts.
   c. Corrosion resistance information to confirm suitability of valve materials for the application. Furnish information on chemical resistance of elastomers from elastomer manufacturer.
3. Testing Plans: Submit plan for shop testing of each valve for which shop testing is specified, including testing plan's and test facility's limitations proposed.

B. Informational Submittals: Submit the following:

1. Certificates:
   a. Certificates of compliance with referenced standards, where applicable, including those of AWWA, NSF, and others required by the Engineer.
2. Design Data: Submit calculations for the following:
   a. Sizing of electric actuators.

b. Sizing of operating mechanism with extension stems.
c. Sizing of gear actuators.

3. Manufacturer Instructions: Submit manufacturer's instructions for handling, storing, and installing valves and appurtenances. Provide templates and setting drawings for valves and appurtenances that require anchor bolts or similar anchorages.
4. Source Quality Control Submittals:
   a. Submit copies of shop test results and inspection data, certified by manufacturer.
5. Field Quality Control Submittals: Submit results of field tests required.
6. Supplier's Reports: When requested by the Engineer, submit written report of results of each visit to Site by Supplier's serviceman, including purpose and time of visit, tasks performed and results obtained.
7. Qualifications Statements: When requested by the Engineer, submit manufacturer's qualifications demonstrating compliance with the Specifications, including list of existing installations with contact names and telephone number(s) for each.

C. Closeout Submittals: Submit the following:

1. Operations and Maintenance Data:
   a. Furnish operation and maintenance manuals in accordance with Division 01 Section 017823, "Operation and Maintenance Data".
   b. Furnish in operations and maintenance manuals complete nameplate data for each valve and electric actuator.
2. Spare Parts, Extra Stock Materials, and Tools:
   a. Spare Parts and Extra Stock Materials: Furnish as specified for each valve type.
   b. Tools: Furnish two sets of special tools (excluding metric tools, if applicable) for each size and type of valve furnished.

1.4 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Manufacturer shall have minimum of five years of experience producing substantially similar materials and equipment to that required and be able to provide evidence of at least five installations in satisfactory operation for at least five years.

B. Component Supply and Compatibility:

1. Obtain each type of equipment and appurtenances included in this Section, regardless of the component manufacturer, from a single manufacturer of the type of valve. For each type of valve, do not furnish valves of more than one manufacturer.
2. Supplier of each type of equipment specified shall review and approve or prepare all Shop Drawings and other submittals for all components associated with the type of valve Supplier is furnishing.
3. Components shall be suitable for use in the specified service conditions.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading:

1. Deliver materials and equipment to Site to ensure uninterrupted progress of the Work. Deliver anchorage products that are to be embedded in concrete in ample time to prevent delaying the Work.
2. Inspect boxes, crates, and packages upon delivery to Site and notify the Engineer in writing of loss or damage to materials and equipment. Promptly remedy loss and damage to new condition in accordance with manufacturer's instructions.

B. Storage and Protection:

1. Keep products off ground using pallets, platforms, or other supports. Store equipment in covered storage and prevent condensation and damage by extreme temperatures. Store in accordance with manufacturer's recommendations. Protect steel, packaged materials, and electronics from corrosion and deterioration.

PART 2 PRODUCTS

2.1 GENERAL

A. Valves, General:

1. Provide each valve with manufacturer's name and rated pressure cast in raised letters on valve body.
2. Provide valves that displaying the following minimum information:
   a. Valve size.
   b. Pressure and temperature ratings.
   c. Application (other than water and wastewater).
   d. Date of manufacture.
   e. Manufacturer's name.
3. Provide valves to turn clockwise to close, unless otherwise specified. Valves used for potable water service shall turn counterclockwise (left) to open.
4. Provide valves with permanent markings for direction to open.
5. Manually operated valves, with or without extension stems, shall require not more than 40-pound pull on manual operator to open or close valve against specified criteria. Gear actuator and valve components shall be able to withstand minimum pull of 200 pounds on manual operator and input torque of 300-foot pounds to actuator nut. Manual operators include handwheel, chainwheel, crank, lever, and T-handle wrench.

B. Valve Materials:

1. Valve materials shall be suitable for the associated valve's service or application, as shown.
2. Protect wetted parts from galvanic corrosion caused by contact of different metals.
3. Wetted components and wetted surfaces of valves used with potable water or water that will be treated to become potable shall conform to ANSI/NSF 61.
4. Clean and descale fabricated stainless-steel items in accordance with ASTM A380 and the following:
   a. Passivate all stainless steel welded fabricated items after manufacture by immersing in pickling solution of six percent nitric acid and three percent hydrofluoric acid. Temperature and detention time shall be sufficient for removing oxidation and ferrous contamination

without etching surface. Perform complete neutralizing operation by immersing in trisodium phosphate rinse followed by clean water wash.

b. Scrub welds with same pickling solution or pickling paste and clean with stainless steel wire brushes or by grinding with non-metallic abrasive tools to remove weld discoloration, and then neutralize and wash clean.

C. Valve Joints:

1. Buried Valves: Unless otherwise specified, provide with mechanical or push-on joints, restrained or unrestrained, as required by piping with which valve is installed.
2. For stainless steel bolting, except where nitrided nuts are required, use graphite-free anti-seize compound to prevent galling. Strength of joint shall not be affected by using anti-seize compound.

2.2 VALVES

A. Contractors shall provide Mueller Company, No. A-2361-20 resident wedge MJxMJ gate valve, or equivalent.

B. General:
1. Provide valves conforming to AWWA C500, AWWA C509 or AWWA C515, as applicable, and as specified in this Section.
2. Sizes: 8-inch through 12-inch diameter
3. Type:
a. Provide non-rising stem (NRS) valves for buried service.
b. Provide position indicators for NRS valves used in exposed service.
4. Minimum Rated Working Pressure:
a. Valves 12-inch Diameter and Smaller: 250 psig.
5. Maximum Fluid Temperature: 150 degrees F.
6. Provide valves with fully encapsulated resilient wedges, unless otherwise specified.
7. All Hardware used for the assembly of the gate valve shall be stainless steel type SS316.
8. Valve opening direction is to be open Left.

C. Materials of Construction: Shall conform to AWWA C509 and shall be as follows:
1. Valve Body, Bonnet, and Stuffing Box: Cast-iron.
2. Wedge: Cast-iron, symmetrically and fully encapsulated with molded rubber having minimum 1/8-inch thickness.
3. Stem: Manganese bronze meeting requirements of ASTM B 62.
4. Rubber Items: Buna-N or other synthetic rubber suitable for the application.
5. Internal and external bolting and other hardware including pins, set screws, plug, studs, bolts, nuts, and washers shall be Type 316 stainless steel.

D. Interior Coating:
1. Valves shall be coated inside with a fusion epoxy coating-10 mils thick to protect the body from corrosion. Steel, cast-iron and ductile iron surfaces, except machined surfaces, shall be epoxy coated in accordance with AWWA C550.

E. Testing:
1. Valves shall be hydrostatically tested at 500 psig which shall surpass ANSI/AWWA Standard C500 by 25%.

F. Valve Boxes

Valve boxes shall be cast iron, Bingham & Taylor Model 4908 or approved equal.

G. General: All valves shall be of standard manufacture and of the highest quality both as to material and workmanship. All valves provided shall be compatible with the piping system and adapted for the specific application and liquid content of the piping system. Valves shall conform to all pertinent specifications as denoted herein.

2.3 FIRE HYDRANT

A. Products and Manufacturers: Provide one of the following:

1. Mueller, Model: Super Centurion A-423, with a 5 1/4" valve opening, 3-way (2-2 ½ hose nozzles and 1 – 4 ½" pumper nozzle) with an 6" mechanical joint inlet connect, 5'-0" bury, National Standard 1-1/2" pentagon operating nut, open left, National Standard Thread, or approved equal. All hardware used for the assembly of the hydrant shall be Stainless Steel Type SS316.
2. Or approved equal.

B. General:

1. Provide fire hydrants conforming to AWWA C502, Underwriters' Laboratories-listed and Factory Mutual approved, and as specified herein.
2. Rated Working Pressure: 175 psig, minimum.
3. Rated Hydrostatic Test Pressure: 400 psig, minimum.
4. Length of Bury: Five (5) feet.

C. Construction:

1. Type: Three-way fire hydrants with two hose nozzles and one pumper nozzle.
2. Nozzles:
   a. Provide one 4.5-inch diameter pumper nozzle and two 2.5-inch diameter hose nozzles.
   b. Nozzles shall be O-ring sealed, threaded, and retained with stainless steel locks. Nozzles shall be field replaceable.
3. Main Valve and Drainage Assembly:
   a. Opening: 5.25-inch diameter.
   b. Main valve shall be compression type provided with upper and lower metal plates and lower valve plate nut.
   c. Barrel drainage shall be through dual drain valves. Opening and closing of main valve shall cause force-flush of dual drain ports.
   d. Main valve seat ring shall be easily replaceable from above-ground.
4. Provide an oil filled reservoir for lubrication of stem threads and bearing surfaces. Oil shall be U.S. Food and Drug Administration approved and ANSI/NSF 61-listed, and shall flow freely in temperature range of -60 to 158 degrees F.
5. Provide traffic flange in barrel and safety coupling in stem.
6. Inlet Connection: Six-inch diameter mechanical joint, restrained.

D. Materials of Construction: Materials of construction shall conform to the requirements of AWWA C502 and shall be as follows:

1. Upper and Lower Barrels, Shoe, and Bonnet: Cast-iron (to be Poly Wrapped as shown in the contract drawings).
2. Stem and Accessories:
   a. Upper and Lower Stems: Steel.
   b. Operating Nut: Bronze.

c. Safety Coupling: Stainless steel.

3. Nozzles:
   a. Pumper and Hose Nozzles: Bronze.
   b. Nozzle Caps: Cast-iron.
   c. Cap Chains: Steel.
4. Main Valve Assembly:
   a. Main Valve: Rubber.
   b. Upper Valve Plate: Bronze.
   c. Lower Valve Plate and Nut: Cast-iron.
5. Drain Valves:
   a. Drain Ring Housing: Cast-iron.
   b. Drain Ring: Bronze.
6. O-ring Gaskets: Rubber.
7. External Assembly Bolts: Type 316 Stainless Steel.
8. Internal Pins and Other Hardware: Type 316 Stainless steel, ASTM A276.
9. All barrels shall be poly wrapped in accordance with the Contract Documents and the BTMUA standard detail.

E. Testing:
1. Test each fire hydrant in manufacturer's shop in conformance with AWWA C502, latest edition.

F. Interior Coating:
1. Hydrants shall be coated on the interior. Steel, cast-iron, and ductile iron surfaces, except machined surfaces, shall be epoxy coated in accordance with AWWA C550.

G. Exterior Painting:
1. Below-ground painting shall be as specified under Article 2.10 of this Section.

2.4 TAPPING SLEEVES AND VALVES

A. Products and Manufacturers: Provide one of the following:

1. Mueller: Series H-615
2. American Cast Iron Pipe Company: Series 2800-C
3. Or approved equal.

B. General:
1. Provide cast iron or ductile iron tapping sleeves conforming to ASTM A536 for construction, and as specified herein.
2. Rated Working Pressure: 250 psig, minimum.
3. At no time shall the body of the tapping sleeve be stainless steel, tapping sleeve shall provide strong and rigid clasp around water main for installation.

C. Tapping valves shall be Mueller Series T-2361 Resilient Wedge MJ x FL tapping valve, or approved equal, and shall be fit with 316 stainless steel bolts and washers, and compliant with ANSI/AWWA C515 and ANSI/AWWA C111 standards. Tapping valves shall meet a minimum 250 psi working pressure for installation.

D. Valves located six (6) feet below grade shall be installed with a stainless steel extension operator.

E. All tapping sleeves and valves to be used for installation shall be NSF-61 certified for use in potable water systems.

2.5 LINE STOPS

A. Line stops shall be utilized for application to temporarily stop and control water main flow, and will be manufactured specifically for this type of application. Appurtenances shall be rated for 150 psi working pressure (with a test pressure of greater than 225 psi).

B. Product Manufacturers
1. JCM Industries
2. Reliant Pipeline Products
3. Smith-Blair
4. Or approved equal

C. Contractor shall obtain appropriately-sized line stops for water main materials and outer diameters, and make appropriate connections as necessary, depending on water main. Line stops shall be driven by the inner diameter of the water main, as detailed in the Contract Documents.

D. Installation of line stops shall only be made by a contracting firm that is an authorized representative of the valve manufacturer. Certification by installer shall be provided for review and approval.

2.6 APPURTENANCES FOR BURIED METALLIC VALVES

A. Wrench Nuts:
1. Provide wrench nuts on buried valves of nominal two-inch size, in accordance with AWWA C500.
2. Arrow indicating direction of opening the valve shall be cast on the nut along with the word "OPEN".
3. Material: Type 316 Stainless steel.
4. Secure nut to stem by mechanical means.

B. Extension Stems for Non-Rising Stem Gate Valves and Quarter-turn Buried Valves:
1. Provide valve extension where the depth to the valve nut exceeds 48-inches.
2. AWWA 2-inch square operating nut.
3. 8-inch diameter Schedule 40 PVC riser. 8-inch diameter x 3/16-inch spacer plates welded 12-inches below operating nut and every 5 foot to bottom socket.
4. Round or square stainless steel stock.
5. Pinned couplers are not allowed.
6. Specify depth at each valve for determination of stem diameter.
7. Top of valve stem extension shall be 3 feet below grade.
8. Manufactured by Troy Valve, Troy, PA.

C. Valve Boxes:
1. Valve boxes shall be as indicated and as required.
2. Type: Heavy-duty, suitable for highway loading, three-piece screw type, with 5 1/4-inch diameter shaft, and adjustable. Lower section shall enclose valve operating nut and stuffing box and rest on valve bonnet.
3. Material: Cast-iron or ductile iron.
4. Coating and Lining: Two coats of asphalt varnish conforming to FS TT-C-494.
5. Marking: As required for service.

2.7 TOOLS, LUBRICANTS, AND SPARE PARTS

A. Provide the following T-handle operating wrenches for buried valves:

1. Length of T-Handle Operating Wrench: Provide as Required for Depth of Valve below grade.
2. Quantity: One.

B. Tools, spare parts, and maintenance materials shall be provided at no additional cost.

2.8 PAINTING OF EXPOSED VALVES, HYDRANTS, AND APPURTENANCES

A. Exterior steel, cast-iron, and ductile iron surfaces, except machined surfaces of exposed valves and appurtenances, shall be finish painted in manufacturer's shop.

2.9 PAINTING OF BURIED VALVES

A. Exterior steel, cast-iron, and ductile iron surfaces, except machined surfaces of exposed valves and appurtenances, shall be finish painted in manufacturer's shop.

2.10 POLYETHYLENE (PE) ENCASEMENT (IF REQUIRED)

A. PE film shall be linear low density (LLD) or high density cross linked (HDCL) as specified in AWWA C105.

B. Minimum Thickness: 8 mil for LLD and 4 mil for HDCL.

C. PE encasement shall be provided where directed and called for installation in accordance with the Contract Documents.

2.11 PIPE INSULATION (IF REQUIRED)

A. Pipe insulation must be a minimum of 2-inch thick, water resistant, and for the use on Ductile Iron Water Main.

B. Insulation must be tapped and glued down to provide an adequate seal around the pipe.

C. Pipe insulation is to be Aeroflex or approved equal.

D. Insulation shall be installed at locations where the separation between utilities are less than 12 inches or if the installation is less than 42 inches of cover. Separation and trench depth installation must be approved by the Engineer and Owner. Contractor shall refer to the Details on the Construction Drawings for any additional information.

PART 3 EXECUTION

3.1 INSPECTION

A. Examine conditions under which materials and equipment are to be installed and notify the Engineer in writing of conditions detrimental to proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. General:

1. Install valves and appurtenances in accordance with:
   a. Supplier's instructions and the Contract Documents.
   b. Requirements of applicable AWWA standards.
   c. Disinfect all valves and fire hydrants installed on potable water piping.
   d. Applicable requirements of Division 33 Section 331010, "Pipes and Fittings".
2. Install valves plumb and level. Install all valves to be free from distortion and strain caused by misaligned piping, equipment, and other causes.
3. Position swing check valves and butterfly valves so that, when valve is fully open, valve disc does not conflict with piping system elements upstream and downstream of valve.

B. Buried Valves:

1. Install valve boxes plumb and centered, with soil carefully tamped to a lateral distance of four feet on all sides of box, or to undisturbed trench face if less than four feet.
2. Provide flexible coupling next to each buried valve.
3. Buried valves shall have a pressure rating of 250 psi working pressure for all buried valves located on a direct source water service main, per AWWA C509. All buried tapping valves shall be a minimum 250 psi working pressure, per AWWA C509. All buried hydrant valves shall be a minimum 250 psi working pressure, per AWWA C502.

C. Fire Hydrants

1. Install fire hydrants and appurtenances in accordance with:
   a. Supplier's instructions and the Contract Documents.
   b. Requirements of applicable AWWA standards.
   c. Applicable requirements of Division 33 Section 331010, "Pipes and Fittings".
2. Install fire hydrants plumb and level. Install all fire hydrants to be free from distortion and strain caused by misaligned piping, equipment, and other causes.
3. Provide ½ cubic yard of crushed stone around the drain port and make certain the port is operating and clear to discharge water in the barrel when the hydrant is not in use.
4. Disposed of the remaining hydrants and appurtenances.
5. Provide as-built data, including model numbers, dates, and other pertinent data.
6. Contractor to salvage all existing hydrants from project area and supply to Owner

3.3 FIELD QUALITY CONTROL

A. Field Tests:

1. Adjust all parts and components as required to provide correct operation of valves.
2. Conduct functional field test on each valve in presence of the Engineer to demonstrate that each valve operates correctly.
3. Verify satisfactory operation and controls of motor operated valves.
4. Demonstrate satisfactory opening and closing of valves at specified criteria requiring not more than 40 pounds effort on manual actuators.
5. Test ten percent of valves of each type by applying 200 pounds effort on manual operators. There shall be no damage to gear actuator or valve.

B. Supplier's Services:

1. Supplier's serviceman shall perform the following:
   a. Instruct the Contractor in installing equipment.
   b. Supervise installation of equipment.
   c. Inspect and adjust equipment after installation and ensure proper operation.
   d. Instruct the Owner's personnel in operating and maintaining the equipment.
2. Manufacturer's representative shall make a minimum of two visits, with a minimum of two hours onsite for each visit. First visit shall be for assistance in installing equipment; second visit shall be for checking completed installation and start-up of system; third visit shall be to instruct operations and maintenance personnel. Representative shall revisit the Site as often as necessary until installation is acceptable.
3. All costs, including expenses for travel, lodging, meals and incidentals, and cost of travel time, for visits to the Site shall be included in the Contract Price.

END OF SECTION

SECTION 331020
TEMPORARY BYPASS WATER SERVICE

PART 1 GENERAL

1.1 SCOPE OF WORK

A. Items of Work under this subsection shall consist of furnishing and placing of temporary bypass water main pipe along with appropriate valves and hydrant assemblies, at the locations shown on the approved Temporary Bypass Water Main Plan provided by the Contractor, or as directed by the Engineer in accordance with the Contract Documents. Work shall include all labor, materials, excavation, equipment, tools services, transportation, superintendent, permits and all other related appurtenances for the construction and testing of a complete, ready for use temporary bypass water main.

B. Coordination:

1. Review installation procedures under this and other Sections and coordinate installation of items to be installed with or before buried piping Work.
2. Coordinate with appropriate piping Sections of Division 33 "Utilities".

C. Piping shall be furnished and installed of the material, size, and class and at the locations indicated on the Plans and/or designated in this Section. Piping shall include all fittings, adapters, couplings, bolts, gaskets, sleeves, hangers, supports, and other associated appurtenances required to construct and install a complete process piping to equipment, valves, tanks, or compartments.

D. All reference to any ANSI, AWWA, or ASTM standard implies use of the most recent revision of said standard.

E. In addition to assurance of proper connections of the piping system to equipment, valves, tanks, or compartments, the Contractor shall also make such investigations regarding the compatibility of the piping material to carry its contents to the point of application without pipe stress or degradation.

F. Related Sections:

1. Division 31 Section 312300 "Excavation and Fill"
2. Division 33 Section 331010 "Pipes and Fittings"
3. Division 33 Section 331015 "Valves, Hydrants, and Appurtenances"

1.2 REFERENCES

A. Standards referenced in this Section include, but not limited to the following:

1. ANSI A13.1-81 Scheme for the Identification of Piping Systems
2. UPC Uniform Plumbing Code (latest Edition)
3. ASTM D1784 Standard Specification for Rigid PVC Compounds and Chlorinated PVC Compounds
4. ASTM D1785 PVC Plastic Pipe, Schedules 40, 80 and 120
5. ASTM D2467 Socket-Type PVC Plastic Pipe Fittings, Schedule 80
6. ASTM D 2564 Solvent Cements of PVC Plastic Pipe and Fittings
7. ASTM D2837 Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

8. ASTM F402 Safe Handling of Solvent Cements and Primers Used for Joining Thermoplastic Pipe and Fittings
9. ASTM F656 Primers for PVC Solvent Cemented Joints of Pipe and Fittings
10. NSF61 Drinking Water System Components – Health Effects
11. NSF14 Plastic Piping System Components and Related Materials

1.3 RELATED WORK IN OTHER SECTIONS

A. The Contractor shall examine the specifications herein to install a completely operational and compatible Temporary Bypass Water System.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Preparation for Transport

1. Set valves in best position for handling. Set valves closed to prevent rattling.

B. Storage

1. Store materials to allow convenient access for inspection and identification. Store material off ground using pallets, platforms, or other supports. Protect packaged materials from corrosion and deterioration.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Handling

1. Handle pipe, fittings, specials, and accessories carefully in accordance with pipe manufacturer's recommendations. Do not drop or roll material off trucks. Do not drop, roll or skid piping.
2. Avoid unnecessary handling of pipe. Keep pipe interiors free from dirt and foreign matter.
3. Protect interior linings and exterior coatings of pipe and fittings from damage. Replace pipe and fittings with damaged lining regardless of cause of damage.

D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.

E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.

F. Protect flanges, fittings, and specialties from moisture and dirt.

G. Store protected from direct sunlight. Support to prevent sagging and bending.

PART 2 PRODUCTS

2.1 MATERIALS

A. Certa-Lok Yelomine ASTM D2241 restrained-joint PVC pipe from North American Pipe Corporation or approved equal.

B. Pipes and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HBD) of 4000 psi for water at 73.4°F, in accordance with the requirements of ASTM D2837.

C. Pipe shall be joined using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision-machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading. Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized, and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.

PART 3 EXECUTION

3.1 GENERAL

A. Provide telephone and pager numbers to Construction Project Manager for designated after hours emergency work crew before installation of bypass system.

B. Before water main to be replaced is shut down, provide temporary bypass piping system of adequate size to provide water service and fire protection to affected properties as required herein and as shown on the approved Temporary Bypass Water Main Plan provided by the Contractor, or as directed by the Engineer. Notify Owner at least 24 hours in advance for installation of temporary connections and when problems develop with any meters or services.

C. Connect temporary bypass system to existing fire hydrants as shown on the approved Temporary Bypass Water Main Plan provided by the Contractor. Contractor shall either connect to two water sources or if only one source is available, loop the temporary water service back to the connection point. Where fire hydrants cannot be used, excavate and tap existing water main at Engineer's direction. Provide backflow preventers on temporary bypass piping at connection to source. Make temporary bypass service attachments to fire hydrants in a manner that will allow removal with a minimum of effort in case of emergency. Provide temporary fire hydrants as shown on the approved Temporary Bypass Water Main Plan provided by the Contractor. Provide temporary hydrants with markers that are clearly visible from street.

D. Provide temporary service connection to each property affected by required water main shutdowns. The Contractor is required to provide temporary connection to all residence by any means. Connect temporary service by shutting the service connection and making temporary connection to existing house connection; connection to house hose bib or at Engineer's direction. Provide a valved "Y" on house hose bibs when used for temporary service connection. Contractor must coordinate with homeowners to allow for proper installation of water main connections to prevent loss of service to affected homeowners.

E. Provide Owner 48 hours of notice before removing any residential water meters. Handle meters only under Engineer's supervision. Cap removed meters at both ends. Place in clear plastic bags and hang inside meter pit to prevent damage, switching and misplacement. Protect meters and meter cover. Use notched meter covers when temporary services are connected. Where double meters exist, label meters with address. Meters improperly installed will be removed and correctly installed at Contractor's expense. Adjust meter housing or curb stop to existing grade.

F. Do not place temporary bypass water main during freezing weather and if already installed, protect from freezing. Provide cap and sampling connection at downstream end of each separate bypass piping segment. Do not loop downstream end of segment back to or near inlet of segment. Cover sections of temporary bypass lines that cross driveways or sidewalks and ramp with cold mix bituminous patch. Protect concrete and brick driveways to prevent discoloration from bituminous material. Place bypass lines at road crossings below the existing road surface through shallow trench excavation and backfill with dense graded aggregate. Place sections of bypass or services that cross sidewalks with barricades, ramps, and fluorescent paint. Place crossings of bypass lines parallel and/or perpendicular to handicap ramps, below existing grade.

G. House-to-house connections are prohibited.

H. Temporary bypass piping for existing service connections shall be a minimum of 2 inches in diameter. Temporary bypass piping for fire protection shall be a minimum of 4 inches in diameter.

I. Pressure and leakage tests for the temporary bypass piping shall be done and meet the requirements of ASTM D3139.

J. Disinfect temporary bypass piping in accordance with rules, regulations, and standards of N.J.A.C. 7:10-11.16 of the New Jersey Safe Drinking Water Act and AWWA 651 (latest edition) to AWWA C-654 (latest edition).

K. Once disinfection, pressure, and leakage test procedures are satisfactory and complete in accordance with applicable standards, place temporary bypass water system into service.

L. Temporary hydrants shall be installed as per fire hydrant installations of Section 331015 and shall be completely removed during removal of temporary bypass system.

M. Temporary bypass system along with valves, temporary hydrants, and other related appurtenances shall not be removed and shall remain functional and intact until construction, disinfection, and testing of new permanent water main is complete.

N. If construction conditions require temporary shutdown of water service to residents serviced by the temporary water main, service can be suspended during nighttime. Contractor is responsible for notification of any required interruption of water service to all interested parties, which include but are not limited to the Owner, Engineer, and local residents affected by the water main shutdown. Any damages caused by the Contractor's failure to notify required parties shall be paid at Contractor's expense.

O. Contractor shall be required to install water quality sampling ports and valving throughout the bypass mains (a minimum of one per 1,000 feet of mains). Contractor shall be required to check chlorine residuals daily, and if chlorine residuals are non detect or lower than BTMUA requirements, Contractor shall flush hydrants as required until an adequate residual is met. The installation of a dechlorinator for hydrant flushings is required, and shall be provided by the Contractor.

P. The Contractor shall have the ability to insulate and/or project such temporary water mains and appurtenances from freezing, if temperature ever drops below 32°F, Contractor shall provide adequate measures to prevent mains and appurtenances from freezing, and shall be included in the bypass submission to the Engineer and Owner.

END OF SECTION

Attachment 1

PUBLIC AGENCY GUIDELINES FOR ADMINISTERING EEO IN PUBLIC CONTRACTS

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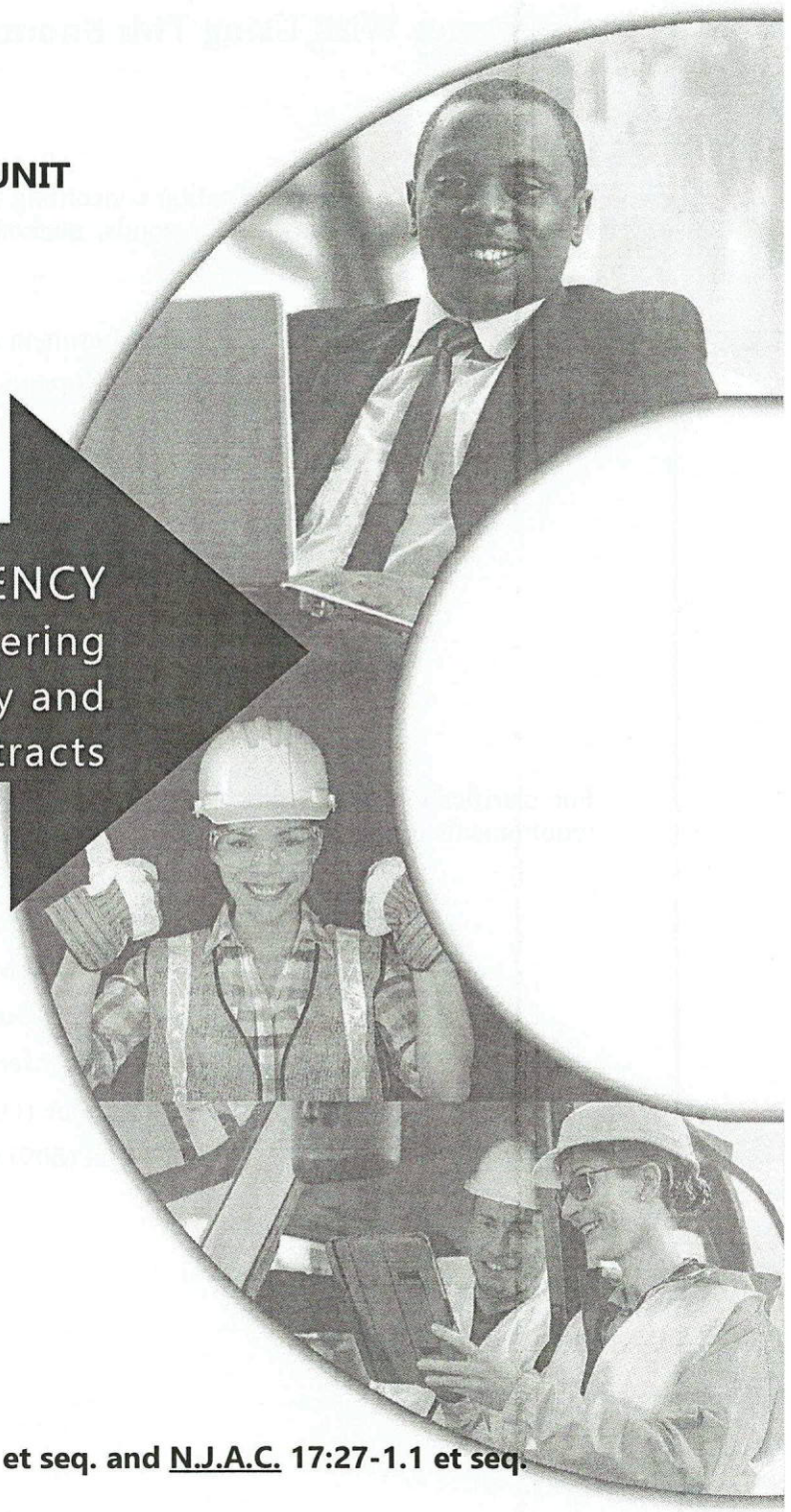
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY

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 noncompliance.

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;

- 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 statue 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:

"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.

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/**

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.

Print Form

Submit by Email

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

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 * 08625 * 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:

(l) 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 contactor 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-thejob 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 econom-ic 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

VOID

State Treasurer

Form AA302
Rev. 02/22

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 ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 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: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ 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 AWARDING 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. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN														
	COL. 1	COL. 2	COL. 3	********* MALE*********						********* FEMALE*********						
	Total	Male	Female													
	(Cols.2 &3)			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?
☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED
From: To:

14. IS THIS THE FIRST Employee Information Report Submitted?
1. YES ☐ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED
MO. DAY YEAR

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)

- -

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

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

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) (State) (Zip Code)

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name:
Address:

CONTRACT NUMBER **DATE OF AWARD** **DOLLAR AMOUNT OF AWARD**

6. NAME AND ADDRESS OF PROJECT

Name:
Address:

COUNTY

7. PROJECT NUMBER

8. IS THIS PROJECT COVERED BY A PROJEC
LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	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)

FORM AA-202

REVISED 11/11

State Of New Jersey

Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

3. FID or SS Number

1. Name and address of Prime Contractor

2. Contractor ID Number

4. Reporting Period

(NAME)

5. Public Agency Awarding Contract

Date of Award

(ADDRESS)

6. Name and Location of Project

County

7. Project ID Number

(CITY) (STATE) (ZIP CODE)

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSIFICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES A. TOTAL	B. BLACK	C. HISPANIC	D. AMERICAN INDIAN	E. ASIAN	F. FEMALES	12. TOTAL NO. OF MIN EMP	13. WORK HOURS TOTAL WORK HOURS	A. MIN WH	B. FEMALE WH	14. % OF WORK HRS A. % OF MIN WH	B. % OF FEMALE WH	15. CUM. WORK HRS TOTAL WORK HOURS	A. MIN HOURS	B. FEMALE HOURS	16. CUM. % OF W/H A. % OF MIN WH	B. % OF FEM WH
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			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	

17. COMPLETED BY (PRINT OR TYPE)

(NAME) (SIGNATURE) (TITLE)

(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

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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NJ Department of Labor & Workforce Development

Payroll Certification for Public Works Projects

for Contractor and Subcontractor's Weekly and Final Certification

Other (specify)

Name of ❑ Contractor or ❑ Subcontractor	Business Address	Project Name	**SUBMIT** form by email: *equalpayact@dol.nj.gov*
F.E.I.N.	Project Location	Contract I.D. or Project I.D.	**IMPORTANT:** For purposes of law, you must also submit this form to the appropriate public body or lessor.
Payroll No. / Date Wages Due & Paid (mm/dd/yyyy) / Week Ending Date or ❑ Final Certification		**Contractor Registration #**	

1.	2. Work		3. Demographics			4. Day and Date								5.	6.	7.		8. Deductions						9.	10.
Employee Name and Address	Job Title *e.g., apprentice, journeyman, foreman*	Work Classification/ Occupational Category *e.g., carpenter, mason, plumber*	Sex *M=Male F=Female X=Non-Binary*	Race *See Key*	Straight Time or Overtime	SU (mm/dd)	MO (mm/dd)	TU (mm/dd)	WE (mm/dd)	TH (mm/dd)	FR (mm/dd)	SA (mm/dd)	Hours worked each day	Total Hours	Hourly Rate of Pay	Gross Amt. Earned This Project	Gross Amt. Earned This Week	FICA	Federal Tax	State Tax	Other (specify)		Total Deductions	Net Wages Paid for Week	Total Fringe Benefit Cost/Hour
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KEY **W**= White; **B**= Black or African American; **A**= Asian; **N**= American Indian or Native Alaskan; **I** = Native Hawaiian or Pacific Islander; **M**= 2 or More

❑ Check if additional sheets used

I, the undersigned, do hereby state and certify:

(1) That I pay or supervise the payment of the persons employed by

_____

(Contractor or Subcontractor)

on the _____

(Project Name & Location)

that during the payroll period beginning on (date) _____, and ending on (date) _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of the aforenamed Contractor or Subcontractor from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and Regulation N.J.A.C. 12:60 et seq. and the Payment of Wages Law, N.J.S.A. 34:11-4.1 et seq.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered with the United States Department of Labor, Bureau of Apprenticeship and Training and enrolled in a certified apprenticeship program.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits have been or will be made when due to appropriate programs for the benefit of such employ-ees, as noted in Section 4(c) at right.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) at right.

(5) N.J.S.A. 12:60-2.1 and 5.1 – The Public Works employers shall submit to the public body or lessor a certified payroll record each pay period within 10 days of the payment of wages.

☐ By checking this box and typing my name below, I am electronically signing this application. I understand that an electronic signature has the same legal effect as a written signature.

Name _____

Title _____ Date (mm/dd/yy) _____

THE FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.
– N.J.S.A. 34:11- 56.25 ET SEQ. AND N.J.A.C. 12:60 ET SEQ. AND N.J.S.A. 34:11-4.1 ET SEQ.

4(c) Benefit Program Information in AMOUNT CONTRIBUTED PER HOUR (Must be completed if 4(a) is checked)
To calculate the cost per hour, divide 2,000 hours into the benefit cost per year per employee.

Program Title, Classification Title, or Individual Workers	Health/ Welfare	Vacation/Holiday	Apprenticeship/ Training	Pension	Other Benefit Type and Amount (e.g., training, long-term disability or life ins.)	Name & Address of Fringe Benefit Fund, Plan, or Program Administrator	USDOL Benefit Plan Filing Number/EIN	Third-Party Trustee &/or Contract Person

Attachment 3

PREVAILING WAGE RATE NOTICE

THIS PAGE INTENTIONALLY LEFT BLANK

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.

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 sad 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)

Corporate Resolution

BE IT RESOLVED that either the PRESIDENT or VICE PRESIDENT of this Corporation are hereby authorized and empowered to execute, acknowledge, and deliver such documentation, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose for Bidding and Executing Contract Documents in accordance with specifications for contract.

Owner: Morris County Municipal Utilities Authority
Project: BID#2025-W02 PLEASANT HILL ROAD 24-INCH PCCP RETIREMENT PHASE II

I, CORPORATE SECRETARY of Reivax Contracting, a CORPORATION of the State of New Jersey, hereby certify that the foregoing is a true copy of the resolution as it appears in the record of the Corporation and as was duly and legally adopted at a meeting of the Board of Directors of the Corporation called for that purpose and held on, August 6, 2021, pursuant to and in accordance with the Certificate of Incorporation and bi-laws thereof; that it has not been modified, amended or rescinded and is in full force and effect as of the date hereof.

Dated: November 20, 20 25.

Xavier Pimenta, Vice President

Reivax

SBE, DBE & MBE CERTIFIED

November 20, 2025

Kimberly Pimenta and/or Xavier Pimenta are duly sworn officers of Reivax Contracting Corp. and are authorized to sign bidding and other legal documentation in their duty as officers of this company.

Xavier Pimenta
Vice President

68 Finderne Ave. – Bridgewater, New Jersey 08807 * Telephone: 908-864-4253 * Fax: 908-864-4257

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

REIVAX CONTRACTING CORPORATION

TRADE NAME:

ADDRESS:

68 FINDERNE AVE
BRIDGEWATER TWP NJ 08807

SEQUENCE NUMBER:

1271349

EFFECTIVE DATE:

10/11/06

ISSUANCE DATE:

04/17/19

James J. Fruscione

Director
New Jersey Division of Revenue

FORM-BRC
(114-081, 120584)V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number
660471

Registration Date: 03/18/2025
Expiration Date: 03/17/2027

State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

REIVAX CONSTRUCTION CORP

2025

Responsible Representative(s):
Xavier Pimenta, President

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certification 50244

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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-FEB-2020 to 15-FEB-2027

REIVAX CONTRACTING CORP.
68 FINDERNE AVE.
BRIDGEWATER NJ 08807

ELIZABETH MAHER MUOIO
State Treasurer

PREVAILING WAGE AFFIDAVIT

The contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and industry entitled, "PREVAILING WAGE RATE DETERMINATION," is on file at the corporate office. Workers shall be paid no less than the prevailing wage rate. In the event it is found that any worker employed by Reivax or any subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing wage rate required to be paid by such contract, the Owner may terminate the contractor's or subcontractor's right to proceed with the work as to which there has been a failure to pay the required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the contractor or subcontractor shall file with the Owner, written statements in form satisfactory to the commissioner of labor and industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth the names of persons whose wage are unpaid and the amount due to each respectively which statement shall be certified by the oath of the contractor or subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the commissioner of labor and industry or his duly authorized deputy or representative.

The undersigned is a CORPORATION under the laws of the State of New Jersey having principal offices at 68 Finderne Avenue, Bridgewater, New Jersey 08807.

Bidder: Reivax Contracting Corp.

Signature: _____

Name: Xavier Pimenta

Title: Vice President

Date: 11/20/2025

EQUIPMENT CERTIFICATION

The undersigned bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: REIVAX CONTRACTING

By: _____

Name of Above: Xavier Pimenta

Title: Vice President

Date: 11/20/2025

NOTE: Please, find list of equipment enclosed.

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	REIVAX Contracting Corp.

Part 1: Certification

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

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

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

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

CONTRACT AWARDS AND RENEWALS

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

CONTRACT AMENDMENTS AND EXTENSIONS	
☐	*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf.* (Skip Part 2 and sign and complete the Certification below.)
IF UNABLE TO CERTIFY	
☐	*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

Part 2: Additional Information

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

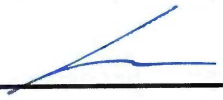
You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets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

Part 3: Certification of True and Complete Information

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

I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.

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

Full Name (Print)	Xavier Pimenta	**Title**	Vice President
Signature		**Date**	November 20, 2025

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

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.

REIVAX CONTRACTING CORP.

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) ▶ _____

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) ▶

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.

165 RIVER ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

FLEMINGTON, NJ 08822

7 List account number(s) here (optional)

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

2	0	-	3	3	9	7	8	7	8

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 ▶ _____ Date ▶ 1/23/24

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 (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.*

Project References

Year:	2022
Owner:	Borough of Bound Brook
Address:	230 Hamilton Street, BOUND BROOK, NJ 08805
Phone:	732-356-0833
Contact:	Dale Leubner
Email:	DLeubner@boundbrook-nj.org
Prime or Sub:	Prime
Contract Value:	$929,993.68
Project:	2021 Roadway Improvements
Description:	granite block curb installation, drainage improvements, as well as all other Work of any type or description necessary for contemplation of the Project

Year:	2022
Owner:	Township of White
Address:	555 County Route 519, BELVIDERE, NJ 07823
Phone:	908-238-0900
Contact:	Paul Sterbenz
Email:	Paul.Sterbenz@collierseng.com
Prime or Sub:	Prime
Contract Value:	$302,130.00
Project:	Settlers Ridge RoadwayImprovements
Description:	clearing site, full depth reclamation and roadway resurfacing and drainage structure improvements, new driveway aprons and site restoration including topsoil, seed and mulch

Year:	2022
Owner:	County of Morris
Address:	502 Millbrook Avenue
Phone:	973-989-7069
Contact:	Wayne Corsey
Email:	
Prime or Sub:	Prime
Project:	MCCPC- Road Resurfacing
Contract Value:	$1,491,862.00
Description:	Crack Sealing Contract

Year:	Mar-22
Owner:	Jersey City Municipal Utilities Authority
Address:	3141 Bordentown Ave
Phone:	732-727-8000
Contact:	David Coats
Email:	
Prime or Sub:	Prime
Project:	Jersey City MREF
Contract Value:	
Description:	

Year:	May-22
Owner:	Jersey City Munucipal Utilities Authority
Address:	555 Route 440 Jersey City, NJ 07305
Phone:	201-432-1150
Contact:	Rich Haytas
Email:	
Prime or Sub:	Prime
Project:	Newark Ave Sewer & Watermain
Contract Value:	$688,289.80
Description:	

Year:	2022
Owner:	Township of Rockaway
Address:	65 Mount Hope Road, Rockaway, NJ 07866
Phone:	973-627-7200
Contact:	Allison Ferante
Email:	aferrante@rockawaytownship.org
Prime or Sub:	Prime
Project:	Kings Road Section II Roadway Improvements
Contract Value:	289,252.00
Description:	granite curb, driveway aprons, concrete sidewalk and ADA curb ramps, drainage upgrades, milling, resurfacing, and pavement reconstruction, if needed

Year:	2022
Owner:	Flemington Borough
Address:	38 Park Avenue Flemington, NJ 08822
Phone:	908-782-8840
Contact:	Jason Nizolek
Email:	jnizolek@cmeusa1.com
Prime or Sub:	Prime

Project: Hopewell and Dewey Avenue Water and Sewer Project
Contract Value: $711,199.00
Description:

Year: 2022
Owner: Flemington Borough
Address: 38 Park Avenue Flemington, NJ 08822
Phone: 908-782-8840
Contact: Rob Martucci
Email: rmartucci@martuccienglic.com
Prime or Sub: Prime
Project: Roadway Improvments Project on Dewy Ave
Contract Value: $339,950.00
Description:

Year: 2022
Owner: Flemington Borough
Address: 38 Park Avenue Flemington, NJ 08822
Phone: 908-782-8840
Contact: Rob Martucci
Email: rmartucci@martuccienglic.com
Prime or Sub: Prime
Project: Roadway Improvments Project on Hopewell Ave
Contract Value: $404,153.00
Description:

Year: 2022
Owner: Flemington Borough
Address: 38 Park Avenue Flemington, NJ 08822
Phone: 908-782-8840
Contact: Rob Martucci
Email: rmartucci@martuccienglic.com
Prime or Sub: Prime
Project: Roadway Improvments Project on Dewy Ave
Contract Value: $339,950.00
Description:

Year: Apr-22
Owner: Middlesex County
Address: 75 Bayard Sreet, New Brunswick, NJ 08903
Phone: 732-745-3283

Contact:	Gerard Acquaviva
Email:	Gerard.Acquaviva@co.middlesex.nj.us
Prime or Sub:	Prime
Project:	Merrill Park Pathway Improvements
Contract Value:	$130,410.00
Description:	Installation of multi-use pedestrian and ADA ramp in Merrill Park, Woodbridge, the installation of a storm water trench drain along Park Avenue, South Plainfield, and the installation of County park entrance signs

Year:	Jan-22
Owner:	Township of Rockaway
Address:	65 Mount Hope Road, Rockaway NJ 07866
Phone:	973-627-7200
Contact:	Allison Ferrante
Email:	aferrante@rockawaytownship.org
Prime or Sub:	Prime
Project:	Fire Hydrant Replacement Program
Contract Value:	$84,280.00
Description:	Fire hydrant replacement, site work and general construction

Year:	2021
Owner:	Borough of Stanhope
Address:	77 Main Street, Stanhope, NJ 07874
Phone:	973-347-0159
Contact:	Eric Kelly
Email:	
Prime or Sub:	Prime
Project:	Furnace St, Kelly Place & Waterloo Rd Road Improv
Contract Value:	$192,193.00
Description:	

Year:	2021
Owner:	Township of Bernards
Address:	1 Collyer Lane, Basking Ridge, NJ 07920
Phone:	908-766-2510
Contact:	Barry Van Horn
Email:	bvanhorn@bernards.org
Prime or Sub:	Prime
Project:	Newell Drive Reconstruction

Contract Value: $584,320.00
Description:

Year: Oct-21
Owner: Middlesex County
Address: 75 Bayard Street, New Brunswick, NJ 08954
Phone: 732-745-3000
Contact: Gerard Acquaviva
Email: Gerard.Acquaviva@co.middlesex.nj.us
Prime or Sub: Prime
Project: Raritan Waterfront Park Pathway & Parking Lot Milling
Contract Value: $1,054,280.00
Description:

Year: Mar-21
Owner: Middlesex Borough
Address: 1200 Mountain Avenue, Middlesex, NJ 08846
Phone: 877-627-3772
Contact: Tom Herits
Email: Thomas.Herits@collierseng.com
Prime or Sub: Prime
Project: 2020 Road Program
Contract Value: $475,977.00
Description: Installation of curb ramps, detectable warning surfaces, concrete curb, concrete sidewalk, concrete aprons, milling and asphalt paving, resetting and reconstruction of drainage structures, installing new drainage structures, striping, and restoration of the project area

Year: Aug-21
Owner: Township of Rockaway
Address: 65 Mount Hope Rd, Rockaway, NJ 07866
Phone: 973-627-7200
Contact: Allison Ferrante
Email:
Prime or Sub: Prime
Project: Kings Road Water Main Replacement
Contract Value: $409,580.00
Description:

Year: Sep-21
Owner: Township of Kingwood

Address:	599 Oak Grove Road, Frenchtown, NJ 08803
Phone:	908-996-4276
Contact:	Wayne Ingram
Email:	
Prime or Sub:	Prime
Project:	Ridge Road Phase 2 Road Improvement
Contract Value:	$147,531.00
Description:	

Year:	Aug-21
Owner:	City of Summit
Address:	512 Springfield Avenue, Summit, NJ 07901
Phone:	908-273-6400
Contact:	Richard Matias
Email:	
Prime or Sub:	Prime
Project:	West End Avenue Improvement Project
Contract Value:	$335,645.00
Description:	

Year:	Aug-21
Owner:	Township of Maplewood
Address:	574 Valley Street, MAPLEWOOD, NJ 07040
Phone:	973-762-8120
Contact:	Paul Kittner
Email:	
Prime or Sub:	Prime
Project:	Midland Boulevard Improvements
Contract Value:	$422,602.00
Description:	ADA Ramp Construction, Drainage Upgrade and Road Resurfacing.

Year:	Jul-21
Owner:	Township of Parsippany-Troy Hill
Address:	1001 Parsippany Boulevard, Parsippany, NJ 07054
Phone:	973-263-7108
Contact:	Sean Andres
Email:	
Prime or Sub:	Prime
Project:	Emergency On- Call
Contract Value:	$1,756,649.48

Description:

Year:	Aug-21
Owner:	Town of Clinton
Address:	43 Leigh Street, Clinton, NJ 08809
Phone:	908-735-5610
Contact:	David Espejo
Email:	David.Espejo@mottmac.com
Prime or Sub:	Prime
Project:	Grayrock Road, Fairview Ave, Fulper Place & Fulper Alley Improv
Contract Value:	$409,165
Description:	removal of the existing roadway material with full depth excavation, milling of the existing surface course, resurfacing of milled areas with hot mix asphalt, and the full reconstruction of roadwav

Year:	Aug-21
Owner:	Town of Clinton
Address:	43 Leigh Street, Clinton, NJ 08809
Phone:	908-735-5610
Contact:	David Espejo
Email:	David.Espejo@mottmac.com
Prime or Sub:	Prime
Project:	Union Road Improvements- Phase II
Contract Value:	$95,654.00
Description:	

Year:	Mar-21
Owner:	Township of Parsippany-Troy Hill
Address:	1001 Parsippany Boulevard, Parsippany, NJ 07054
Phone:	973-263-4281
Contact:	Paul Neihoff
Email:	PNiehoff@parsippany.net
Prime or Sub:	Prime
Project:	Puddingstone Heights Road Reconstruction- Phase I
Contract Value:	$1,052,062.00
Description:	milling & resurfacing, full depth reconstruction and installation of sanitary sewer main, installation of drainage structures and drainage piping

Year:	Mar-21
Owner:	Borough of Bound Brook
Address:	230 Hamilton Street, Bound Brook, NJ 08805
Phone:	732-356-0833

Contact:	Vinnie Petti
Email:	
Prime or Sub:	Prime
Project:	2020 Road Improvement
Contract Value:	$778,209.00
Description:	

Year:	Jun-21
Owner:	Borough of Wharton
Address:	10 Robert Street, WHARTON, NJ 07885
Phone:	(862) 248-1100
Contact:	David Battaglia
Email:	dbattaglia@suburbanconsulting.com
Prime or Sub:	Prime
Project:	Improvements to Municipal Bldg & Library Parking Lot
Contract Value:	$718,425.00
Description:	Reconstruction of existing Parking Lots inclusive of Demolition, Subbase Grading, Drainage, Full Depth Paving, Lighting, Curbs, Sidewalks, Driveway Aprons and Handicap Ramps

Year:	2021
Owner:	Full Reconstruction & Paving
Address:	City of Orange
Phone:	29 North Day Street Orange, NJ 07050
Contact:	(973) 952-6078
Email:	Robert Beringer
Prime or Sub:	Prime
Project:	$509,959
Contract Value:	
Description:	2021 Full Reconstruction & Paving

Year:	2021
Owner:	Township of Parsippany-Troy Hills
Address:	1001 Parsippany Boulevard, Parsippany, NJ 07054
Phone:	(973) 263-4281
Contact:	Paul Niehoff
Email:	PNiehoff@parsippany.net
Prime or Sub:	Prime
Project:	$640,514
Contract Value:	Reconstruction of Var Streets- Mt. Tabor Phase V

Description:	curb installation, milling and resurfacing of various streets in Mt. Tabor. The project also included the installation of drainage structures and drainage piping
Year:	2021
Owner:	Township of Belleville
Address:	152 Washington Avenue, Belleville, NJ 07109
Phone:	(973) 558-3851
Contact:	Jerry Imperato
Email:	
Prime or Sub:	Prime
Project:	$1,977,740
Contract Value:	2020 Road Program
Description:	Concrete sidewalk, concrete driveway, curb ramps, detectable warning surfaces, curb, asphalt milling, asphalt paving, pavement striping, tree removal, tree planting, inlet repairs, installation of water mains, valves, water service connections, sanitary sewer repairs and site restoration at various locations throughout the Township
Year:	2021
Owner:	Borough of High Bridge
Address:	97 West Main Street High Bridge, NJ 08829
Phone:	(908) 238-0900
Contact:	Patrick Brennan
Email:	
Prime or Sub:	$325,576
Contract Value:	Prime
Project:	River Road Water Main Extension
Description:	Install new 8" water main, installing valves and hydrants, connection of services, abandonment of old main and paving of the trench.
Year:	Mar-21
Owner:	Southeast Morris Co Municipal Utilities Authority
Address:	19 Saddle Road, Cedar Knolls, NJ 07927
Phone:	(973) 326-6880
Contact:	Jeff Elam
Email:	
Prime or Sub:	$332,251.00
Contract Value:	Prime
Project:	On- Call Water Main & Appurtenances Repair
Description:	
Year:	Mar-21
Owner:	Township of Raritan

Address:	1 Municipal Dr, Flemington NJ 08822
Phone:	(908) 806-6100
Contact:	Tony Hajjar
Email:	
Prime or Sub:	$420,421.00
Contract Value:	Prime
Project:	Roadway Improv Project for Sun Ridge Drive
Description:	

Year:	Aug-20
Owner:	City of Lambertville
Address:	18 York Street, Lambertville, NJ 08530
Phone:	(609)-397-0110
Contact:	David Battaglia
Email:	dbattaglia@suburbanconsulting.com
Prime or Sub:	$217,590.80
Contract Value:	Prime
Project:	Rebid 2018/2019 NJDOT Municipal Aid Funded Grant George St. Improv
Description:	roadway repairs, milling, resurfacing, replacement of select sidewalk and accessible curb ramps, replacement of select concrete curb and gutter, maintenance and protection of traffic, and site restoration.

Year:	Jul-20
Owner:	Township of Washington
Address:	43 Schooley's Mountain Road, Long Valley, NJ 07853
Phone:	(908)-879-6209
Contact:	Jess Symonds
Email:	Jess.Symonds@ferrieroengineering.com
Prime or Sub:	$338,410.90
Contract Value:	Prime
Project:	Naughright Road Improvements Project Section 2
Description:	Paving, milling, stormwater inlet repairs and upgrades and other incidental work along Naughright Road Section 2.

Year:	Jul-20
Owner:	Township of Maplewood
Address:	574 Valley Street, Maplewood, NJ 07040
Phone:	(973)-762-8120
Contact:	Paul Kittner
Email:	engineer@twp.maplewood.nj.us
Prime or Sub:	$406,112.00

Contract Value:	Prime
Project:	FY2020 Capital Roadway Improvements
Description:	Project consists of pavement milling and overlay; drainage inlet and manhole installation and rehabilitation; drainage pipe, concrete curb, and sidewalk improvements.
Year:	Mar-20
Owner:	Borough of Milford
Address:	30 Water Street, Milford, NJ 08848
Phone:	908-995-4323
Contact:	Robert O'Brien
Email:	robrien@vancleefengineering.com
Prime or Sub:	$507,342.50
Contract Value:	Prime
Project:	Roadway Improv & Water Main Repl – Railroad Ave / Green St / Mt. Nebo Rd
Description:	This work shall also include Hot Mix Asphalt Milling and resurfacing, including the sawcutting and removal
Year:	Mar-20
Owner:	Borough of Milford
Address:	30 Water Street, Milford, NJ 08848
Phone:	908-995-4323
Contact:	Robert O'Brien
Email:	robrien@vancleefengineering.com
Prime or Sub:	$507,342.50
Contract Value:	Prime
Project:	Roadway Improv & Water Main Repl – Railroad Ave / Green St / Mt. Nebo Rd
Description:	This work shall also include Hot Mix Asphalt Milling and resurfacing, including the sawcutting and removal
Year:	Mar-20
Owner:	Lambertville Municipal Utilities Authority
Address:	3 Bridge Street, LAMBERTVILLE, NJ 08530
Phone:	973-398-1776
Contact:	Matthew Peles
Email:	mpeles@suburbanconsulting.com
Prime or Sub:	$205,802.00
Contract Value:	Prime
Project:	WW Treatment Plant Access Road Repaving
Description:	Project Involved Milling and Paving, and Striping

Year:	Mar-20
Owner:	Township of Rockaway
Address:	65 Mount Hope Road, Rockaway, NJ 07866
Phone:	(973)-627-7200
Contact:	Richard Quamme
Email:	Rich.quamme@ferrieroengineering.com
Prime or Sub:	$230,718.00
Contract Value:	Sub
Project:	Taylor Street Road Improvements
Description:	This job includes the road reconstruction of Taylor Street. Asphalt milling and paving.

Year:	Jan-20
Owner:	Township of Rockaway
Address:	65 Mount Hope Road, Rockaway, NJ 07866
Phone:	(973)-627-7200
Contact:	Richard Quamme
Email:	Rich.quamme@ferrieroengineering.com
Prime or Sub:	Prime
Contract Value:	$263,809.40
Project:	Municipal Complex Parking Lot Improvements
Description:	This job includes the road reconstruction of the municipal parking lot. Asphalt milling and paving.

Year:	Jan-20
Owner:	Borough of New Providence
Address:	360 Elkwood Ave, New Providence, NJ 07974
Phone:	(908)-665-1400
Contact:	Kyle Boyler
Email:	KBoyer@maserconsulting.com
Prime or Sub:	$127,139.00
Contract Value:	Prime
Project:	Union Ave & Kline Blvd Intersection Improvements
Description:	installation of granite curb, pavement repair, ADA curb ramps with detectable warning surface, striping, signage, utility pole with luminaire installation and installation of stormwater pipe and drainage structures.

Year:	Jan-20
Owner:	Township of Rockaway
Address:	65 Mount Hope Road, ROCKAWAY, NJ 07866
Phone:	973-983-2810
Contact:	Allison Ferrante
Email:	aferrante@rockawaytownship.org

Prime or Sub:	$263,809.00
Contract Value:	Prime
Project:	Municipal Complex Parking Lot Improvements
Description:	Project involved Milling and Paving, Drainage, Concrete Sidewalk Replacement/Repair, and Striping

Year:	Sep-19
Owner:	City of Clifton
Address:	900 Clifton Avenue, Clifton, NJ 07013
Phone:	(973) 470-5793
Contact:	Michael J. Lardner, P.E. CME
Email:	mlardner@cliftonnj.org
Prime or Sub:	$1,964,833.00
Contract Value:	Prime
Project:	Hazel Street Sanitary Sewer System Extension
Description:	Installation of 3,865 linear feet of 8-inch PVC Sanitary Sewer and appurtenances.

Year:	Aug-19
Owner:	Township of Plainsboro
Address:	641 Plainsboro Road, PLAINSBORO, NJ 08536
Phone:	(732) 672-8641
Contact:	John Popivchak
Email:	jpopivchak@cmeusa1.com
Prime or Sub:	$153,974.00
Contract Value:	Prime
Project:	Plainsboro – Lenape Trail Improvements
Description:	Project Involved Concrete curb replacement, and Milling and Paving

Year:	Aug-19
Owner:	Township of Union
Address:	1976 Morris Avenue, Union, NJ 07083
Phone:	(908) 735-9500
Contact:	Rob O'Brien
Email:	robrien@vancleefengineering.com
Prime or Sub:	Prime
Contract Value:	$390,993.07
Project:	Road Improvements to Frontage Road Sections 1 & 2
Description:	4,800 SY- HMA Milling more than 3" to 6"; 725 SY HMA Profile Milling-0"-2"; 2,050 Tons HMA 9.5M64 Surface Course (2-inch thickness); 1,100 Tons HMA 19M64 Base Course (5-inch thickness).

Year:	Jun-19
Owner:	Bernards Township
Address:	1 Collyer Lane, Basking Ridge, NJ 07920
Phone:	(908) 482-3514
Contact:	Barry Van Horn
Email:	bvanhorn@bernards.org
Prime or Sub:	Prime
Contract Value:	$2,936,110.00
Project:	Bernards – 2019 Road Improvements
Description:	Project involved Milling and Paving, Drainage including storm, Concrete Sidewalk, and Striping

Year:	April 2019
Owner:	Orange Board of Education
Address:	451 Lincoln Ave Orange, NJ 07050
Phone:	732-240-3433
Contact:	Philip J. Reina, RA
Email:	preina@yezzlassociates.com
Prime or Sub:	Prime
Contract Value:	$270,000.00
Project:	Repaving Projects at Various Schools
Description:	Project involved Milling and Paving, Striping

Year:	Mar-19
Owner:	Union Township-Hunterdon County
Address:	140 Perryville Road, HAMPTON NJ, 08827
Phone:	(908) 735-9500
Contact:	Robert S. O'Brien P.E., C.M.E.
Email:	robrien@vcea.org
Prime or Sub:	Prime
Contract Value:	$360,266.00
Project:	Union- Road Improvements to Frontage Road Section 1&2
Description:	Project involved Milling and Paving, and Striping

Year:	Feb-19
Owner:	Town of Clinton
Address:	43 Leigh Street, Clinton, NJ 08833
Phone:	(908) 735-9500
Contact:	Robert Clerico P.E.
Email:	
Prime or Sub:	Prime

Contract Value:	$269,497.00
Project:	Clinton- Route 173 and Main Road Improvement Project
Description:	Project involved Milling and Paving, Drainage, Concrete Sidewalks, and Striping

Year:	Dec-18
Owner:	Township of Livingston
Address:	357 S. Livingston Ave., Livingston, NJ 07039
Phone:	(973) 535-7950
Contact:	
Email:	jharduby@livingstonnj.org
Prime or Sub:	Prime
Contract Value:	$2,031,289.15
Project:	2018 Water Main Replacement
Description:	work included replacement of approximately 4,700 linear feet of existing water main with new 8-inch diameter cement lined ductile iron pipe and install approximately 600 LF of new 8-inch diameter ductile iron pipe. The project also included replacement of line valves and fire hydrants as necessary. Supplemental Bid Item 1 work consisted of road improvements, including drainage and paving improvements as described. The work is located on Edgemere Road and adjoining streets within a residential area of the Township of Livingston.

Year:	Dec-18
Owner:	County of Union
Address:	10 Elizabethtown Plaza & Rahway Ave., Elizabeth, NJ 07207
Phone:	(848) 223-3740
Contact:	Jack Nagle, P.E.
Email:	
Prime or Sub:	Prime
Contract Value:	$183,188.00
Project:	Quentin Road Manhole Replacement & Rehabilitation
Description:	Project Involved Manhole replacements

Year:	Nov-18
Owner:	Township of Roxbury
Address:	1715 Route 46 – Ledgewood, NJ 07852
Phone:	(973) 921-8991
Contact:	Shawn Franjeskos, PE
Email:	
Prime or Sub:	Prime
Contract Value:	$434,777.77

Project:	Mt. Arlington Boulevard (Morris County Route 616) Water Main Replacement Phase 2
Description:	Installation of approximately 1,750 LF of 8" ductile iron water main, valves and fittings, fire hydrants, transfer of water services to the water main, abandonment of the existing 6" water main, clean stone bedding, quarry processed stone backfill and hot mix asphalt trench restoration.
Year:	Nov-18
Owner:	Essex County Purchasing Dept
Address:	465 Dr. Martin Luther King Blvd, NEWARK, NJ 07102
Phone:	(973) 621-5103
Contact:	James McGinnis
Email:	jmcginnis@boswellengineering.com
Prime or Sub:	Prime
Contract Value:	$2,160,355.00
Project:	Replacement of Orton Road Bridge over Pine Brook
Description:	Project involved Milling and Paving, Concrete Sidewalk, Belgian Block Curb, Concrete Pipe, Retaining wall, Stone Veneering
Year:	October 2018
Owner:	Essex County Purchasing Dept
Address:	465 Dr. Martin Luther King Blvd., Newark, NJ 07102
Phone:	(973)-621-5103
Contact:	Luis Rodriguez
Email:	lrodriguez@essexcountynj.org
Prime or Sub:	Prime
Contract Value:	$2,160,355.20
Project:	Replacement of Orton Road Bridge Over Pine Brook
Description:	Removal and disposal of the existing three-span spandrel arch structure including abutments, wingwalls, piers, footings, superstructure, deck and parapets under a full bridge closure. Installation of storm sewer piping, new bridge surface and widening of approached roads. New curb, sidewalk, curb ramps and driveways.
Year:	Sep-18
Owner:	County of Union
Address:	10 Elizabethtown Plaza & Rahway Ave., Elizabeth, NJ 07207
Phone:	(609) 267-8310
Contact:	Jack Nagle, P.E.
Email:	jnagle@alaimogroup.com
Prime or Sub:	Prime
Contract Value:	$819,765.84
Project:	Replacement of Locust Drive Culvert – City of Summit

Description:	Installation of precast concrete culvert, reinforcement steel, 4" concrete sidewalk, granite block curb, reinforced concrete pipe, milling and paving
Year:	Sep-18
Owner:	Borough of Watchung
Address:	15 Mountain Boulevard, WATCHUNG,NJ 07060
Phone:	(908) 756-0080
Contact:	Bruce Bradford
Email:	BBradford@maserconsulting.com
Prime or Sub:	Prime
Contract Value:	$662,854.00
Project:	High Tor Drive Improvements & Misc Drainage Improvements
Description:	Installation of storm drainage pipe and inlets, reconstruction of storm drainage inlets, installation of granite block, asphalt and concrete vertical curb, milling and asphalt paving, and restoration of the project within High Tor Drive and various roads in the Borough of Watchung.
Year:	Aug-18
Owner:	Township of Mount Olive
Address:	304 Flanders-Drakestown Rd., Budd Lake, NJ 07828
Phone:	(908) 454-3080
Contact:	
Email:	
Prime or Sub:	Prime
Contract Value:	$781,487.56
Project:	NJDEP Water Line Contract ICU-RWI-16
Description:	Installation of 2,217 linear feet of water main along Route 46, Old Budd Lake Road, Lucas Street and Ringenbach Lane, the installation of 28 new water services, the sealing and abandonment of 28 existing domestic wells, at Route 46 Water Main Crossing.
Year:	Aug-18
Owner:	Township of Mansfield
Address:	100 Port Murray Road, Port Murray, NJ 07865
Phone:	(609) 298-0542
Contact:	
Email:	
Prime or Sub:	Prime
Contract Value:	$169,552.78
Project:	Watters Road Improvements
Description:	Installation of approximately 605 SF of steel piling, guiderail and reconstruction of approximately 197 LF of bituminous asphalt roadway
Year:	Jul-18

Owner:	Township of Saddlebrook
Address:	93 Market Street, SADDLE BROOK, NJ 07662
Phone:	(201) 587-2900
Contact:	Kenneth Pfannen
Email:	kenneth.pfannen@rve.com
Prime or Sub:	Prime
Contract Value:	$464,630.00
Project:	President Street Water Main Improvements
Description:	Project involved iron ductile water pipe of various sizes used to replace old pipe, water services, Improvements to hydrants, and Paving of various trenches.

Year:	Jul-18
Owner:	Morris County Engineering
Address:	10 Court St, Admin & Records Bldg, MORRISTOWN, NJ 07963
Phone:	(973) 285-6750
Contact:	Christopher J. Vitz P.E.
Email:	cvitz@co.morris.nj.us
Prime or Sub:	Prime
Contract Value:	$427,234.00
Project:	Repair County Bridge #1401-250 on Hacklebarney Road
Description:	Project Involved Milling and Paving, Masonry, Concrete Piping, and Striping

Year:	Jun-18
Owner:	Lodi Board of Education
Address:	8 Hunter Street, LODI, NJ 07644
Phone:	(973) 778-4920
Contact:	Anthony Luna
Email:	Anthony.luna@lodi.k12.nj.us
Prime or Sub:	Prime
Contract Value:	$325,858.00
Project:	Retaining Wall & Pavement Repairs at Columbus Elem School
Description:	Concrete: Cast in place concrete; miscellaneous cast in place concrete. Exterior Improvements: Earth moving; miscellaneous exterior improvements; asphalt paving; storm drainage. Repair of the existing concrete retaining wall, installation of a storm drainage system and the repaving of asphalt and concrete pavements.

Year:	Jun-18
Owner:	Township of Livingston
Address:	333-357 South Livingston Avenue, LIVINGSTON, NJ 07039
Phone:	(973) 379-3400
Contact:	Nathan Kiracofe

Email:	nkiracofe@livingstonnj.org
Prime or Sub:	Prime
Contract Value:	$2,322,640.00
Project:	2018 Water Main Replacements- Livingston
Description:	Base Bid work includes replacement of approximately 4,700 linear feet of existing water main with new 8-inch diameter cement lined ductile iron pipe and install approximately 600 LF of new 8-inch diameter ductile iron pipe. The project will also include replacement of line valves and fire hydrants as necessary. Supplemental Bid Item 1 work consists of road improvements, including drainage and paving improvements as described. The work is located on Edgemere Road and adjoining streets within a residential area of the Township of Livingston

Year:	May-18
Owner:	City of Cliftton City Hall
Address:	900 Clifton Avenue, CLIFTON, NJ 07013
Phone:	(973) 470-5824
Contact:	Peter Pannucci
Email:	jmenzella@boswellengineering.com
Prime or Sub:	Prime
Contract Value:	$1,640,648.00
Project:	Sanitary Sewer System Extensions
Description:	Installation of 3,865 linear feet of 8-inch PVC sanitary sewer and appurtenances.

Year:	May-18
Owner:	Middlesex Borough
Address:	1200 Mountain Avenue, MIDDLESEX, NJ 08846
Phone:	(732) 356-7400
Contact:	Jeff Fedorchak
Email:	Jeffrey.fedorchak@rve.com
Prime or Sub:	Prime
Contract Value:	$1,403,277.00
Project:	Mountain View Park Phase 1-A Improvements
Description:	Phase 1-A includes. demolishing the existing bleachers and press box, constructing new ADA compliant home and visitor bleacher~ replacing perimeter fencin9.1 and reconstructing the existing parking lot. The Proposed ADA compliant home bleachers will include a new press box and public-address system.

Year:	Apr-18
Owner:	Township of Parsippany- Troy Hills
Address:	1001 Parsippany Boulevard, PARSIPPANY, NJ 07054

Phone:	(973) 263-4351
Contact:	.Paul Niehoff
Email:	pniehoff@parsippany.net
Prime or Sub:	Prime
Contract Value:	$496,827.00
Project:	Improvements to Old Bloomsfield Avenue
Description:	Project involved Milling and Paving, Manhole Replacement, Drainage, Concrete Sidewalk, and Striping

Year:	Feb-18
Owner:	Township of South Brunswick
Address:	540 Ridge Road, MONMOUTH JUNCTION, NJ 08060
Phone:	(609) 267-3429
Contact:	Jack Nagle, P.E.
Email:	jnagle@alaimogroup.com
Prime or Sub:	Prime
Contract Value:	$183,188.00
Project:	Quentin Road Manhole Replacement & Rehabilitation
Description:	Project involved Manhole Replacement and Installation

Year:	Jan-18
Owner:	Township of Long Hill Morris County, New Jersey
Address:	180 Main Street, PO Box 571 Chester, New Jersey 07930
Phone:	Paul W. Ferriero PE, PP, CME
Contact:	paul.ferriero@ferrieroengineering.com
Email:	(908) 879-6209 x 232
Prime or Sub:	Prime
Contract Value:	$105,000.00
Project:	Long Hill- Mitchell Road Drainage Improvements Phase 2
Description:	Project involved Milling and Paving, Concrete Curb, Drainage, and Pipe installation

Year:	Sep-17
Owner:	Township of Bridgewater
Address:	100 Commons Way, Bridgewater, NJ 08807
Phone:	(908) 725-6300
Contact:	Anthony Gallo, PE
Email:	agallo@bridgewaternj.gov
Prime or Sub:	Prime
Contract Value:	$252,855.00
Project:	Hauck Road (Alletra Avenue to Gregory Avenue

Description:	improvements to Hauck Road, including but not limited to drainage improvements, and the repaving of Hauck Road from Alletra A venue to Gregory Avenue.

Year:	Sep-17
Owner:	Township of Bridgewater
Address:	100 Commons Way, Bridgewater, NJ 08807
Phone:	(908) 725-6300
Contact:	Anthony Gallo, PE
Email:	agallo@bridgewaternj.gov
Prime or Sub:	Prime
Contract Value:	$452,859.00
Project:	Colonial Way Improvements
Description:	Roadway improvements, hot mix asphalt milling, installation of hot mix asphalt base course and surface course, drainage improvements, and other incidental work

Year:	Sep-17
Owner:	Borough of Roselle Park, Union County, NJ
Address:	110 East Westfield Avenue, Roselle Park, NJ 07204
Phone:	(908) 245-6222
Contact:	David R. Atkinson
Email:	datkinson@negliaengineering.com
Prime or Sub:	Prime
Contract Value:	$154,654.00
Project:	Stream Bank Retaining Wall Improvements- Various Locations
Description:	Project involved tree removal, Concrete block wall, reconstruct inlet

Year:	Aug-17
Owner:	Township of Bridgewater
Address:	100 Commons Way, Bridgewater, New Jersey 08807
Phone:	(908) 725-6300
Contact:	Anthony Gallo, PE
Email:	agallo@bridgewaternj.gov
Prime or Sub:	Prime
Contract Value:	$273,087.30
Project:	BWT-3 Road Improvement Project Roosevelt Street East & Dow Road
Description:	Project involved Mill and Pave, concrete sidewalk and driveway, Curb, Striping

Year:	Aug-17
Owner:	Township of Bridgewater
Address:	100 Commons Way, Bridgewater, New Jersey 08807

Phone:	(908) 725-6300
Contact:	Anthony Gallo, PE
Email:	agallo@bridgewaternj.gov
Prime or Sub:	Prime
Contract Value:	$413,166.00
Project:	BWT-2 Road Improvement Project Donahue Road & Krams Trail
Description:	Provide construction services which will consist of improvements to the BWT-2 Road Improvement Project - Donahue Road & Krams Trail, including but not limited to a pavement overlay, drainage improvements, and milling/overlay of Donahue Road from Thompson Avenue (County Route 525) to Route 22 and the entire length of Krams Trail.

Year:	Aug-17
Owner:	County of Hunterdon
Address:	71 Main Street Bldg 1 PO Box 2900 Flemington, NJ 0882-2900
Phone:	(908) 788-1120
Contact:	Leslie G. Bailey
Email:	lbailey@co.hunterdon.nj.us
Prime or Sub:	Prime
Contract Value:	$1,879,705.00
Project:	Resurfacing and Drainage Improvements for County Route 604 in Township of Delaware
Description:	Project involved milling and paving, Reset of inlet, Guide rail installation, and striping

Year:	Jul-17
Owner:	Township of Little Falls
Address:	225 Main Street, Little Falls, NJ 07424
Phone:	(973) 256-6815
Contact:	Mark E. Meneghin
Email:	mmeneghin@crewengineers.com
Prime or Sub:	Prime
Contract Value:	$108,422.00
Project:	Great Notch Village Force Main Replacement
Description:	replacement of existing storm and sanitary pipe on William Street between Barber and Dairy Streets, installing roadway, repaving, and curb and inlet replacement in the Township of Little Falls.

Year:	Jul-17
Owner:	Borough of Middlesex
Address:	3 Jocama Boulevard, Suite 300-400, Old Bridge New Jersey 08857
Phone:	(732) 955-8000
Contact:	Jeff Fedorchak, P.E.
Email:	Jeffrey.fedorchak@rve.com

Prime or Sub:	Prime
Contract Value:	$216,555.00
Project:	Warrenville Road Improvements
Description:	Project involved Milling and Pave, Concrete Curb and Sidewalk, Reset Driveways, and Striping

Year:	Jul-17
Owner:	East Windsor Municipal Utilities Authority Mercer County, New Jersey
Address:	7 Wiltshire Drive, East Windsor, New Jersey 08520
Phone:	(609) 443-6000
Contact:	Earl C. Schneider
Email:	hatchmott.com
Prime or Sub:	Prime
Contract Value:	$425,194.00
Project:	Water Main Replacement Enfield Drive and Greenwich Court
Description:	FOR FURNISHING AND INSTALLING HIGH DENSITY POLYETHYLENE MAINS

Year:	Jun-17
Owner:	City of Passaic
Address:	330 Passaic Street, Passaic, NJ 07055
Phone:	(973) 365-5624
Contact:	Olga Garcia
Email:	ogarcia@pennoni.com
Prime or Sub:	Prime
Contract Value:	$145,392.00
Project:	Broadway Storm Sewer Replacement
Description:	Replacement of approximately 330 linear feet of Storm Sewer Pipe in order to improve storm drainage in the area.

Year:	Jun-17
Owner:	Township of Livingston
Address:	357 S. Livingston Avenue, Livingston, NJ
Phone:	(973) 422-1586
Contact:	Nathan Kiracofe
Email:	nkiracofe@livingstonnj.org
Prime or Sub:	Prime
Contract Value:	$1,090,149.00
Project:	Water Main Replacement W. Northfield Road, Harvest Lane and Disney Place
Description:	Project involved Mill and Pave, Concrete sidewalk, Water main installation, and water service replacements

Year:	Jun-17
Owner:	Borough of High Bridge
Address:	97 West Main Street, High Bridge, NJ 08829
Phone:	(908) 638-6455
Contact:	William H. Burr IV, P.E.
Email:	Wburr@maserconsulting.com
Prime or Sub:	Prime
Contract Value:	$409,357.00
Project:	Mill Street Improvement Project
Description:	Project involved Milling and Paving, Concrete sidewalk and curb, Concrete pipe, and striping

Year:	Jun-17
Owner:	Borough of Netcong
Address:	23 Maple Avenue, Netcong, NJ 07857
Phone:	(973) 347-0252
Contact:	Robert P. Guerin, P.E. P.P., C.M.E.
Email:	Bguerinvreeland.com
Prime or Sub:	Prime
Contract Value:	$197,848.00
Project:	Netcong – Railroad Avenue Water Main & Street Improvement Phase 1
Description:	Project involved Milling and Paving, replacing inlet casting, Concrete sidewalk, curb, and driveway aprons, water main installation, and Water service connections

Year:	May-17
Owner:	Township of Randolph
Address:	502 Millbrook Ave, Randolph, NJ 07869
Phone:	(973) 989-7100
Contact:	Paul W. Ferriero, PE, CME
Email:	Paul.ferriero@ferrieroengineering.com
Prime or Sub:	Prime
Contract Value:	$118,307.00
Project:	Brookside Road Sanitary Sewer
Description:	Project Involved sewer main installation, relocation of water service and gas

Year:	May-17
Owner:	City of Summit
Address:	512 Springfield Avenue, Summit, NJ 07901
Phone:	(908) 598-2176
Contact:	Rick Matias, P.E.

Email:	RMatias@cityofsummit.org
Prime or Sub:	Prime
Contract Value:	$808,341.50
Project:	Springfield Avenue Improvements Project
Description:	Construction includes 15,500 SY of HMA milling, 3" or less, 2,800 TNS of HMA 12.5M64 surface course, 1,200 SF retaining wall, 575 LF 15" RCP, 900 SY of concrete sidewalk, 4" thick, 2,800 LF Belgian block curb.

Year:	Apr-17
Owner:	Borough of Flemington
Address:	38 Park Avenue, Flemington, NJ 08822
Phone:	(908) 735-9500
Contact:	Robert Martucci, P.E
Email:	rmartucci@vcea.org
Prime or Sub:	Prime
Contract Value:	$895,543.00
Project:	East Main Street Water and Sewer Improvements.
Description:	Base Bid – Approximate quantities are: 2,595 LF SDR-26/35 sewer pipe (4"-12" dia.), 34 LF sewer pipe (21" DIP), 40 units - 4" - 6" sanitary lateral connections, 9 units – sanitary sewer manholes, 1885 LF - CLDIP water main (6" - 10"), 800 LF - 1" copper service pipe, 40 units – water services connections, 9 units - gate valves (8"- 10"), 1 unit wet tap (8"), 6 units- insertion valve (6"-8"), 3,000 SY- permanent pavement restoration, 1,000 SY lawn restoration and other related incidentals.

Year:	March, 2017
Owner:	Passaic Valley Water Commission
Address:	1525 Main Avenue, Clifton, NJ 07011
Phone:	(973) 340-4300
Contact:	Patrick Porcaro
Email:	Prime
Prime or Sub:	$3,093,000.00
Contract Value:	Contract #17-B-26 Lead Service Replacement in Clifton, Passaic County, Paterson and Prospect.
Project:	Replacement of approximately 800 lead service lines from water main to curb stop
Description:	or to the customers meter within Clifton, Passaic, Paterson and Prospect Park. The work is shall be excavated and shored as necessary. Remove and replace the lead

Year:	March, 2017
Owner:	County of Morris
Address:	10 Court Street, Morristown, NJ 07960
Phone:	(973) 285-6986
Contact:	Brian Caruso, P.E.
Email:	BCaruso@co.morris.nj.us
Prime or Sub:	Prime

Contract Value:	$1,455,200.00
Project:	
Description:	Replacement of Morris County Bridge No. 1401-107 on Flanders-Drakestown Road Over the South Branch of the Raritan River in the Township of Mount Olive.
Year:	May, 2017
Owner:	City of Summit
Address:	512 Springfield Avenue, Summit, NJ 07901
Phone:	(908) 598-2176
Contact:	Rick Matias, P.E.
Email:	RMatias@cityofsummit.org
Prime or Sub:	Prime
Contract Value:	$808,341.50
Project:	Springfield Avenue Improvements Project
Description:	Construction includes 15,500 SY of HMA milling, 3" or less, 2,800 tons of HMA 12.5M64 surface course, 1,200 SF retaining wall, 575 LF 15" reinforced concrete pipe, 900 SY of concrete sidewalk, 4" thick, 2,800 LF Belgian block curb
Year:	April, 2017
Owner:	Borough of Flemington
Address:	38 Park Avenue, Flemington, NJ 08822
Phone:	(908) 735-9500
Contact:	Robert Martucci, P.E.
Email:	rmartucci@vcea.org
Prime or Sub:	Prime
Contract Value:	$895,543.00
Project:	East Main Street Water and Sewer Improvements
Description:	Base Bid - Approximate quantities are: 2,595 LF SDR-26/35 sewer pipe (4" - 12" dia.), 34 LF sewer pipe (21" DIP), 40 units - 4" - 6" sanitary lateral connections, 9 units - sanitary sewer manholes, 1,885 LF - CLDIP water main (6" - 10"), 800 LF - 1" copper service pipe, 40 units - water service connections, 9 units - gate valves (8" - 10"), 1 unit - wet tap (8"), 6 units - insertion valve (6" - 8"), 3,000 s.y. - permanent pavement restoration, 1,000 SY lawn restoration and other related incidentals
Year:	March, 2017
Owner:	Passaic Valley Water Commission
Address:	1525 Main Avenue , Clifton, NJ 07011
Phone:	(973) 340-4300
Contact:	Patrick Porcaro
Email:	pporcaro@pvwc.com
Prime or Sub:	Prime

Contract Value:	$3,093,000.00
Project:	Contract # 17-B-26 "Lead Service Line Replacement in Clifton, Passaic, Paterson and Prospect Park
Description	Replacement of approximately 800 lead service lines from water main to the curb stop or to the customer's meter within Clifton, Passaic, Paterson and Prospect Park. The work are shall be excavated and shored as necessary, remove and replace the lead service from existing corporation with a new copper service line or make a new tap where existing corporation is broken and backfill and compact trench to existing grade.
Year:	March, 2017
Owner:	County of Morris
Address:	10 Court Street, Morristown, NJ 07960
Phone:	(973) 285-6986
Contact:	Brian Caruso, P.E.
Email:	BCaruso@co.morris.nj.us
Prime or Sub:	Prime
Contract Value:	$1,455,200.00
Project:	Replacement of Morris County Bridge No. 1401-107 on Flnaders-Drakestown Road Over the South Branch of the Raritan River in the Township of Mount Olive
Description:	Bridge replacement included: excavation, HMA, traffic stripes, beam guide rail, beam guide rail post,15" & 18" RCP Pipe, temporary cofferdam, reinforcement steel, concrete footing, concrete pedestal, concrete wingwall, concrete bridge parapet and approach
Year:	March, 2017
Owner:	Passaic County
Address:	401 Grand Street, Paterson, NJ 07505-2023
Phone:	(973) 881-4454
Contact:	Jonathan Pera, P.E.
Email:	JonathanP@passaiccountynj.org
Prime or Sub:	Prime
Contract Value:	$1,103,719.00
Project:	Replacement of Warwick Turnpike Bridge, West Milford Township
Description:	Bridge replacement included 2,322 SF of permanent sheeting, 1,260 LF of concrete filled, 10" dia. steel pipe pile, furnished and 44 LF precast concrete culvert (4' x 17')
Year:	January, 2017
Owner:	County of Somerset
Address:	20 Grove Street, Somerville, NJ 08876
Phone:	(908) 231-7024
Contact:	Craig Mawhinney, P.E.

Email:	mawhinney@co.somerset.nj.us
Prime or Sub:	Prime
Contract Value:	$436,719.00
Project:	Replacement of County Bridge No. H0802, Livingston Street Over Vosseler Brook, Borough of Bound Brook, Somerset County, NJ - Contract No. 14015
Description:	Implementation of a signed detour to divert traffic during construction, maintenance of stream flow, establishment of soil erosion and sediment control measures, demolition and replacement of County Bridge H0802 with precast concrete box culvert units with precast wingwalls and footing units, and cast-in-place reinforced concrete parapets, coordination with utility company for water main relocation, approach roadway work including installation of drainage items, removal of traffic detour and reopening roadway to traffic

REIVAX Contracting Corp
165 River Road
Flemington, NJ 08822

TRUCKS				
EQUIPMENT #	VEHICLE	DESCRIPTION	VIN #	PLATE
T1	2023 MACK	2023 MACK	1M1GR4GY2PM034175	XMPN34
T2	2025 MACK	2025 MACK PINNACLE	TBD	TBD
T3	2011 PETERBUILT	2011 PETERBUILT DUMP TRUCK TRIAXLE	1NPSL7TXXBD134102	XMDU41
T4	1999 PETERBUILT	1999 PETERBUILT SINGLE AXLE DUMP TRUCK	3 1NPNHD7X9XS494973	XFFH31
T5	ATTENUATOR	2000 INTERNATIONAL TRUCK SIGN TRUCK	1HTSCAAPOYH253059	XKRW61
T6	TANK TRUCK	1999 FREIGHTLINER FUEL TRUCK	1FV3HJAA8XH989393	XAUF49
T7	WATER TRUCK	2001 INT TRUCK- WATER TRUCK	1HTSCABP61H368849	XMDT86
T8	MASON DUMP	2017 ISUZU- MASON DUMP	1 JALCAW161H7002557	XLYF23
T9	FLATBED	2017 ISUZU- FLAT BED	1 JALE5W165H7300308	XLYF22
T10	BOX TRUCK	2014 CHEVROLET EXPRESS BOX TRUCK	1 GB0G2CG5E1105803	C63MTF
T11	ROLLOFF	1998 VOLVO ROLL-OFF	4VHJCCGF9WN861859	XBEE53
T12	1997 VOLVO	1997 VOLVO TRUCK TRIAXLE AUTOCAR	4V4SDBRJ9VR517082	XJGF22
T13	1998 VOLVO	1998 VOLVO DUMP TRUCK TRIAXLE	4 4VHJCAJF9WN862720	XPDX13
T14	2000 KENWORTH	2000 KENWORTH DUMP TRUCK TRIAXLE	1 1NKDLT0X9YJ866615	XAHW33
T15	1999 INTERNATIONAL	1999 INTERNATIONAL 4000	1HTSDAAN7XH207545	XMPD85
T16	2017 FORD VAN	2017 FORD TRANSIT-25 MECHANIC	1FTYR2CM4HKA28757	XFJU89
T17	2017 FORD VAN	2017 FORD TRANSIT-25 BELLA	1FTYR2CM7HKA28753	XFMC80
T18	KDS BUS	GMC 2002 BUS	1GDHG35R821229736	XAVS90
T19	2011 FORD EXPLORER	2011 WHITE FORD EXPLORER PM 1	1FMHK8D87BGA52937	D39RHH
T20	2013 FORD EXPLORER	2013 WHITE FORD EXPLORER PM2	1FM5K8D87DGC89367	R91GRK
T21	2012 FORD EXPLORER	2012 BLACK FORD EXPLORER	1FMHK8D84CGA77800	R92GRK
T22	2018 F150	2018 FORD PICKUP F150 BLACK	1FTEW1EG23FC30492	Y65SCF
T23	2022 F350	2022 FORD PICKUP F350	1 FT8W3BT2NED48823	XLAR59
T24	2022 F350	2022 FORD PICKUP F350	1 FT8W3BT2NED48824	XLAR58
T25	2022 F350	2022 FORD PICKUP F350	1 FT8W3BT2NED48822	XLAR61
T26	2014 F350	2014 FORD PICKUP F350	1ET8W3BT4EEB44669	XBCZ93
T27	2015 F350	2015 FORD PICKUP F350	1FT8W3BT7FEC29670	XCMS44
T28	2015 F350	2015 FORD PICKUP F350	1FT8W3BT0FEA92152	XBDH84
T29	2014 F350	2014 FORD PICKUP	1FT8W3BTXEEA63966	XAVJ93
T30	2015 F350	2015 FORD PICKUP F350	1FT8W3BTXFEC68852	XDDK36
T31	TACK TRUCK	2002 INTERNATIONAL TRUCK	1HTWCADN22J049715	XJKH90
T32	RANGER	2010 FORD RANGER	1FTKR1AE6APA29347	XU391B
T33	CAT END DUMP			
T34	2018 SUBURBAN	2018 CHEVROLET SUBURBAN	1GNSKHKC8JR310426	X31FZX
T35	2018 KUBOTA	2018 KUBOTA RTV-XG850 (XAVIER)	17044	N/A
T36	2018 ISUZU BOX TRUCK	2014 ISUZU BOX TRUCK	JALC4W160J7K00360	
T37	2014 ISUZU BOX TRUCK	2014 ISUZU BOX TRUCK	JALE5W165E7900046	XPFS86
		TRAILERS		
EQUIPMENT #	TRAILER	DESCRIPTION	VIN #	PLATE
TR1	LOWBOY #1	2020 JES LOWBOY	112SE3529LL084248	TWW66R
TR2	LOWBOY #2	2015 EAGER BEAVER	112SD5529FL079831	TPD83F
TR3	TAG ALONG #1	2006 EAGER BEAVER (CRISTIAN)	112HAX3556L069339	W23TAD
TR4	TAG ALONG #2	2010 HOM NTTRL (GOMES)	ELIZ23909	TND52B
TR5	TAG ALONG #3	1997 FB TRAILER (SENIOR) (NO BREAKS)	4U171AEX7V1X34769	R91TAD
TR6	FORM TRAILER #1	5 TON FORM TRAILER	ELIZ23906	TPH95Y
TR7	FORM TRAILER #2	2012 BIM	43YDC2429CC089163	TRY30L
TR8	FORM TRAILER #3	HMT 2011 NTTRL TRAILER	HMDRA1118	TJM60B
TR9	FORM TRAILER #4	2015 MGS NTTRL	16MBC1517FD072427	TTM89S
TR10	WATER TANK #1	KDS		25FW
TR11	WATER TANK #2	YARD		26FW
TR12	LANDSCAPE TRAILER #1	HMD 2011 TRAILER (5 TON PICKUP TRAILER)	HMDRA11143	TPH98Y
TR13	LANDSCAPE TRAILER #2	1991 SLO TRL (NESTOR WORKING ON)	1S9FD2020MS356039	R92TAD
TR14	CAMPER	2004 WIL CAMPER TRAILER	4X4FWDC214JO43897	TUE76H
TR15	TOOL TRAILER #1	2017 LOO TRL NELSON TRAILER	53BLTEA2XHT014906	R90TAD
TR16	TOOL TRAILER #2	SENIOR		27FW
TR17	TOOL TRAILER #3	SINGLE AXLE WHITE-TONY		28FW
TR18	FUSION TRAILER	SILVER TRAILER BELLA		26FW
TR19	INFRARED TRAILER	SINGLE AXLE WHITE- INFRARED		25FW
TR20	CRACK SEAL MACHINE	CRAFTCO SUPERSHOT CRACK SEALER	SS250DC	26FW
TR21	OFFICE TRAILER #1			26FW
TR22	OFFICE TRAILER #2			
TR23	SMALL SINGLE AXLE			
		MACHINES		
EQUIPMENT #	MACHINE	DESCRIPTION	VIN	
V1	VERMEER	VERMEER CC-135	1VRF122V9S1000412	
V2	VERMEER	VERMEER CC-135	1VRG07089R1000373	
V3	SAW FOR SKIDSTEER			
MM1	WIRTGEN	WIRTGEN MILLING MACHINE MODEL W2000	6200595	
MM2	ROADTEC	2019 ROADTEC MODEL RX600E MILLING MACHINE	4133	
MM3	ZIPPER	ZIPPER MODEL AZ360	1M9439	

MM4	MILL HEAD SKIDSTEER	EDGE ATTACHMENTS MODEL 501938	1416202	
MM5	GRASS AND WEED CUTTER	CATBRUSH CUTTER BR172 FOR SKIDSTEER	TAB05890	
R1	RANMAX TRENCH ROLLER	RANMAX TRENCH COMPACTOR (BANDIT)		
R2	RANMAX TRENCH ROLLER	RANMAX TRENCH COMPACTOR (BANDIT)		
R3	WACKER TRENCH ROLLER	WACKER TRENCH ROLLER 24"	5567405 - 4HZXL997V40	
R4	WACKER TRENCH ROLLER	WACKER TRENCH ROLLER 24"	24505537	
R5	HAMM HD14	2017 HAMM HD14IVV 54" ASPHALT ROLLER 3 TON	H231.0316	
R6	BOMAG BW120	2019 BOMAG ROLLER MODEL BW120SL-5 3 TON	101880611190	
R7	SAKAI SW300	SAKAI MODEL SW300 ASPHALT ROLLER 3 TON	4SW49-40199	
R8	SAKAI SW300	SAKAI MODEL SW300 ASPHALT ROLLER 3 TON	4SW49-40193	
R9	SAKAI SW652	SAKAI ROLLER MODEL SW652-1 5 TON	1SW47-20303	
R10	BOMAG BW191	2020 BOMAG ASPHALT ROLLER BW191AD-5 10 TON	101921801003	
R11	CAT CB64	2019 CAT CB64 84" DRUM ROLLER 10 TON	CDJM00312	
PV1	CAT AP655	2015 CAT AP655F ASPHALT PAVER	0MH600158	
PV2	CAT AP1055	2015 CATERPILLAR PAVER MODEL AP-1055F	TJ500270	
FL1	FORKLIFT	1999 NISSAN FORKLIFT MODEL FGJ02A30V	FGJ02-9M0213	
		TAG ALONG		
EQUIPMENT #	**EQUIPMENT**	**DESCRIPTION**	**SERIAL #**	
CR1	KAESAR	KDS KASER	210	
CR2	KAESER 1904	2016 KAESER JDS VIN# WKA0N0760G5867812	1904	
CR3	KAESAR 1227	2013 KAESER COMPRESSOR VIN# WKA0N0760D406708	1227	
CR4	KAESAR 2070	2017 KAESER YARD VIN# WKA0N0760H6030280	2070	
CR5	INGERSOLL RAND	INGERSOLL RAND AIR COMPRESSOR 185CFM	240407UJE328	
MB1	MESSAGE BOARD 1	WORK AREA PROTECTION CORP. VIN# 1P91D1717EL301745	10212	
MB2	MESSAGE BOARD 2	WORK AREA PROTECTION CORP. VIN#1P91K1718EG301137	19978	
MB3	MESSAGE BOARD 3	WORK AREA PROTECTION CORP. VIN#1P91K1717EG301145	9986	
MB4	MESSAGE BOARD 4	WORK AREA PROTECTION CORP. VIN#1P91K171XEG301141	9982	
AR1	ARROW BOARD 1	MODEL #VM-14H4	01-025395	
AR2	ARROW BOARD 2	ARROWMASTER WAAW 15 56-STD	C-6487	
GT1	GENERAC AT KDS	WHISPERWATT DCA-70SSI	3794629	
GT2	MILITARY GENERATOR	1994 MILITARY GENERATOR/TRAILER OFFICE BACK UP	1LEAD1105W PLATE: W24TAD	
GT3	GENERAC	OFFICE GENERATOR	R120UC05005921	
GT4	NELSON	WESTINGHOUSE	268850	
GT5	SR			
GT6	PATRICIO	WESTINGHOUSE (BLUE)	WH2200IXLT	
GT7	FUSION			
GT8	TONY	TAILGATOR		
GT9	ALBERTO			
GT10	MANNY'S VAN	LINCOLN ELECTRIC 225 RANGER	4815806431	
GT11	JULIO	LINCOLN ELECTRIC 225 RANGER	U12000601478	
LT1	LIGHT TOWER	ALLMAND SHO-HD	3805PR0212	
LT2	LIGHT TOWER	WACKER LTN6	B13 478404	
LT3	LIGHT TOWER	WACKER LTN6	B13 380839	
LT4	LIGHT TOWER	WACKER LTN6	B13 478417	
LT5	LIGHT TOWER	ALLMAND SHO-HD	2022PRO214	
CM1	CONCRETE MIXER	MULTIQUIP MORTAR MIXER RED MODEL MC94P	12752986	
CM2	CONCRETE MIXER	MULTIQUIP MIXER YELLOW MODEL MC94PH8	C1752124	
CM3	CONCRETE MIXER	STONE MORTAR MIXER YELLOW/BLACK MODEL 655PM	122007071	
CM4	CONCRETE MIXER	STONE MIXER YELLOW	NO INFO	
CM5	CONCRETE MIXER	MULTIQUIP MIXER RED MODEL MODEL MO-64	BD751129	
HD1	HYDROSEEDER	HYROSEEDER & TRAILER	PLATE: 26FW	
		TOOLS		
EQUIPMENT #	**EQUIPMENT**	**DESCRIPTION**	**SERIAL**	
H1	HAMMER ON CAT 430	CAT 430 BACKHOE (BH4) HAMMER		
H2	KDS HAMMER NO BRAND			
H3	INDEKO 2000 KDS			
H4	INDEKO 5000 KDS			
H5	SMALL HAMMER FOR JD EXCAVATOR AT YARD	JD60 EXCAVATOR (E11) HAMMER		
TB1	TRENCH BOX	MH BOX		
TB2	TRENCH BOX	14FT BOX		
TB3	TRENCH BOX	ALUMNINUM 6FT		
TB4	TRENCH BOX	ALUMINUM 8FT		
TB5	TRENCH BOX	ALUMINUM 4FT		
SP1	STEEL PLATE	STEEL PLATE		
SP2	STEEL PLATE	STEEL PLATE		
SP3	STEEL PLATE	STEEL PLATE		
SP4	STEEL PLATE	STEEL PLATE		
SP5	STEEL PLATE	STEEL PLATE		
SP6	STEEL PLATE	STEEL PLATE		
SP7	STEEL PLATE	STEEL PLATE		
SP8	STEEL PLATE	STEEL PLATE		
SP9	STEEL PLATE	STEEL PLATE		
SP10	STEEL PLATE	STEEL PLATE		
PP1	PIPE LASER- NELSON	TOPCON	3941641	
PP2	PIPE LASER- SENIOR	TOPCON	AT-B3	
JJ1	JUMPING JACK SENIOR	MIKASA	N/A	

JJ2	JUMPING JACK NELSON	THIRD COAST	3CEPR70H220131	
JJ3	JUMPING JACK JIMMY	MIKASA	N/A	
JJ4	JUMPING JACK YARD	MIKASA	N/A	
JJ5	JUMPING JACK YARD		N/A	
JJ6	JUMPING JACK YARD		N/A	
SW1	SWEEPER NELSON			
SW2	SWEEPER SENIOR	JOHN DEER SWEEPER ATTACHMENT		
SW3	SWEEPER YARD	TAKEUCHI		
SW4	SWEEPER JIMMY			
SW5	SWEEPER YARD			
TM1	TAP MACHINE	MUELLER B101		
TM2	TAP MACHINE	MUELLER B101		
TM3	TAP MACHINE	MUELLER B101		
TM4	TAP MACHINE	MUELLER 2" TAP		
TM5	TAP MACHINE	MUELLER		
PS1	PUMP 2"	MULTIQUIP		
PS2	PUMP 2"	MULTIQUIP		
PS3	PUMP 2"	MULTIQUIP		
PS4	PUMP 2"	MULTIQUIP		
PS5	PUMP 2"	MULTIQUIP		
PS6	SUMP PUMP	EVERBUILT		
PT1	PLATE TAMPER	HONDA PLATE TAMPER		
PT2	PLATE TAMPER	MUHIQUIP		
PT3	PLATE TAMPER	MIKASA		
PT4	PLATE TAMPER	MIKASA		
PT5	PLATE TAMPER	MIKASA		
PT6	PLATE TAMPER			
PT7	PLATE TAMPER			
PT8	PLATE TAMPER			
PT9	PLATE TAMPER			
PT10	PLATE TAMPER			
PT11	PLATE TAMPER			
PT12	PLATE TAMPER			
PT13	PLATE TAMPER			
PT14	PLATE TAMPER			
DS1	DEMO SAW	STIHL		
DS2	DEMO SAW	STIHL		
DS3	DEMO SAW	HUSQVARNA		
DS4	DEMO SAW	STIHL		
DS5	DEMO SAW	HUSQVARNA		

REIVAX CONTRACTING
Work In Progress Schedule
As of SEPTEMBER 30, 2024

#	Project #	Project Name	Contract Value	Total Costs	Estimated Gross Margin	Gross Margin %	Cost To Date	Percentage of Completion	Cost To Complete	Billing To Date	Cost in Excess (Billings in Excess)
22-04	Jersey City	Improvements	2,023,697	1,938,834	84,863	4.19%	1,577,690	81.37%	361,144	1,624,310	22,435
06A	Jersey City	MREF Project	1,894,765	900,027	994,738	52.50%	819,055	91.00%	80,971	1,730,480	(6,179)
22-14	Brick	427 Old Silverton Road	129,056	122,603	6,453	5.00%	13,129	10.71%	109,474	25,931	(12,111)
22-22	Sayreville	Riverton Offsite Improvements	1,546,347	1,469,030	77,317	5.00%	451,401	30.73%	1,017,629	434,172	40,986
22-24	Belleville	Various Road Improvements	6,298,499	4,753,574	1,544,925	24.53%	4,467,046	93.97%	286,527	5,884,480	34,370
23-08	Bound Brook	2022 Road Program	617,403	436,533	180,870	29.30%	405,054	92.79%	31,479	585,104	(12,223)
23-11	Riverton	Praxair Perimeter Protection	25,047	23,795	1,252	5.00%	276	1.16%	23,518	0	291
23-13	SMCMUA	Replacement	715,568	1,000,820	(285,252)	-39.86%	1,000,820	100.00%	(0)	715,568	0
23-18	Tinton Falls	Nordic Vogel Medical Center	1,245,569	1,083,291	162,278	13.03%	486,350	44.90%	596,940	616,884	(57,678)
23-20	Bernards Twp	2023 Road Improvements	2,272,328	2,437,680	(165,353)	-7.28%	2,437,680	100.00%	0	2,272,328	(0)
23-23	Bernards Twp	DPW Road Repairs	234,010	231,646	2,364	1.01%	107,584	46.44%	124,062	119,339	(10,657)
23-24	West Caldwell	Replacements	950,068	792,565	157,503	16.58%	571,273	72.08%	221,292	685,623	(823)
23-25	Jersey City	Rehabilitation Phase 2A	10,765,370	10,457,101	308,268	2.86%	1,619,976	15.49%	8,837,126	1,666,866	866
23-27	Milford	Phylis Lane & Williams Streets	895,859	851,066	44,793	5.00%	227,970	26.79%	623,096	313,224	(73,255)
23-29	Arlington	Improvements & Watermain	2,102,786	2,087,368	15,417	0.73%	1,100,409	52.72%	986,959	1,132,197	(23,660)
23-30	Orange	School	514,269	508,555	5,713	1.11%	81,319	15.99%	427,236	75,000	7,233
23-31	Watchung	2023 NJDOT Road Improvement	639,419	607,448	31,971	5.00%	253,794	41.78%	353,654	318,854	(51,702)
23-32	Belleville	2023 Water Main Replacement	430,512	408,987	21,525	5.00%	360,293	88.09%	48,694	193,962	185,293
23-33	Kearny	Riverbank Park Bike Trail	1,774,993	786,243	988,750	55.70%	591,265	75.20%	194,978	1,389,489	(54,672)
23-35	County	Resurfacing of Various Routes &	2,665,582	1,638,176	1,027,407	38.54%	1,638,176	100.00%	0	2,665,582	(0)
23-36	County	Crack Sealing	360,381	142,362	218,019	60.50%	71,933	50.53%	70,429	210,608	(28,514)
24-01	Jersey City	Square	178,992	54,483	124,509	69.56%	54,779	100.54%	(297)	178,997	970
24-02	Bound Brook	2023 Road Program	1,412,057	1,383,053	29,004	2.05%	1,220,643	88.26%	162,410	1,275,852	(29,611)
24-03	Passiac	Municipal Parking Lot River Drive	271,336	257,769	13,567	5.00%	137,861	53.48%	119,908	166,217	(21,100)
24-04	Byram	Replacement	335,800	319,010	16,790	5.00%	160,378	50.27%	158,632	253,639	(84,820)
24-07	Woodbridge	Ave over Tributary Heards Brook	328,188	311,779	16,409	5.00%	8,061	2.59%	303,717	0	8,485
24-10	Milford	Repairs	901,180	457,417	443,763	49.24%	100,036	21.87%	357,381	286,686	(89,600)
24-11	Milford	Parking Lot	56,550	17,420	39,130	69.20%	17,702	101.62%	(282)	56,550	916
24-12	Bernards Twp	2024 Rd Improvements	2,295,741	2,480,954	(185,213)	-8.07%	2,197,148	88.56%	283,806	2,016,842	16,280
24-13	Jersey City	Contract #2	8,574,680	8,145,946	428,734	5.00%	104,010	1.28%	8,041,936	235,500	(126,016)
24-14	Belleville	2023 Road Program	3,620,249	3,439,236	181,012	5.00%	13,756	0.40%	3,425,481	0	14,480
24-15	Rocky Hill	Improvements	921,654	375,571	546,083	59.25%	379,503	101.05%	(3,931)	869,737	61,564
24-16	Leonia	A-Tech Leonia High School	110,267	104,754	5,513	5.00%	24,254	23.15%	80,499	75,218	(49,687)
24-17	Watchung	2024 NJDOT Road Improvements	243,836	231,644	12,192	5.00%	198,194	85.56%	33,450	206,625	2,000
24-19	Portofino	Hydrant Relocations	16,650	5,269	11,381	68.36%	5,270	100.02%	(1)	16,650	4
24-20	Milford	& Mt Pleasant Road	40,000	38,000	2,000	5.00%	6,295	16.57%	31,705	58,451	(51,824)
24-21	Belleville	211 Washington Ave	313,882	298,188	15,694	5.00%	0	0.00%	298,188	0	0
24-22	County	Maintenance Various Routes	1,169,932	1,111,435	58,497	5.00%	0	0.00%	1,111,435	0	0

REIVAX CONTRACTING
Work In Progress Schedule
As of SEPTEMBER 30, 2024

#	Project #	Project Name	Contract Value	Total Costs	Estimated Gross Margin	Gross Margin %	Cost To Date	Percentage of Completion	Cost To Complete	Billing To Date	Cost in Excess (Billings in Excess)
24-23	Belleville	Replacement Project	680,875	646,831	34,044	5.00%	310	0.05%	646,521	0	327
	Totals		**59,573,394**	**52,356,461**	**7,216,933**	**12.11%**	**22,910,695**	**43.76%**	**29,445,766**	**28,356,965**	(387,632)

Reivax
SBE, DBE & MBE CERTIFIED
"EQUAL OPPORTUNITY EMPLOYER"

Professional References

Bank
Provident Bank
1000 Avenue at Port Imperial
Weehawken, NJ 07086
Ana Taveras
(201) 218- 6658

CPA
Sax LLP
855 Valley Road. #3
Clifton, NJ 07013
Ermal Luzaj
(973) 472-6250

Bonding Company
NFP
360 Mount Kemble Ave.- 3rd Floor
Morristown, NJ 07960
Thomas J. Henn
(212) 233-0010 Ext: 307

Insurance Agency
Provident Protection Plus
96 US Highway 206
Augusta, NJ 07822
Jeffrey London
(973) 579-6776 Ext: 255

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"EQUAL OPPORTUNITY EMPLOYER"

Vendor References

Tilcon New York Inc.
Gino Labbate
9 Entin Road
Parsippany, NJ 07054
Email: glabbate@tilconny.com
(908) 217-4712

Brent Material Company
Jean Travaglini
325 Columbia Turnpike, Suite 308
Florham Park, NJ 07932
Email: jean@brentmaterial.com
(973) 325-3030

Peerless Concrete Products Co.
Tom Murphy
246 Main Street
Butler, NJ 07405
Email: tom@peerlessconcrete.com
(973) 838-3060

Stavola Asphalt
Stephen Schumann
330 Doremus Ave
Newark, NJ 07105
Email: SSchumann@stavola.com
(732) 542-2328 ex374

Reivax Contracting Corp.

An AP Company

Since 1988

OUR PEOPLE:

- XAVIER PIMENTA, PROJECT MANAGER
-
- ROBERT DZIALO, PROJECT MANAGER (30+ YEARS CONSTRUCTION EXPERIENCE)
- ROOSEVELT REBIMBAS, SUPERVISOR (15+ YEARS CONSTRUCTION EXPERIENCE)
- JOSE DA SILVA, SITEFOREMAN (20+ YEARS CONSTRUCTION EXPERIENCE)
- JOAQUIM J. BERNARDO, SITEFOREMAN & MACHINE OPERATOR (20+ YEARS CONSTRUCTION EXPERIENCE)
- JOAQUIM CLEMENTE, SITEFOREMAN (20+ YEARS CONSTRUCTION EXPERIENCE)
- ALFREDO BARROSO, SITEFOREMAN (20+ YEARS CONSTRUCTION EXPERIENCE)
- NELSON CUNHA, SITEFOREMAN & MACHINE OPERATOR (18+ YEARS CONSTRUCTION EXPERIENCE

Xavier Pimenta

EDUCATION: **New Jersey Institute of Technology, Newark, NJ** **CUM. GPA= 3.8/4.0**
BS Engineering. Graduated in May of 2002.

WORK EXPERIENCE:

Entrepeneur, Created, own and operate REIVAX CONTRACTING CORP. 2005 - Current
A Sewer, Water Main utilities construction company

Entrepeneur, Created, own and operate VIER DE LAINE INC., 2003- Current
a dump trucking and materials company

Lucent Technologies Whippany, NJ **May 2000-2002**
- **Project Manager of Engineering Facility projects. Involved in soliciting contractors, real time project management, cost analysis**

AP Trucking Inc. **May 1997-2000**
- **Responsible for Day to Day Dump Truck Operations**
- **Responsible for daily scheduling, time recording and billing**

Kimberly Pimenta

908-331-1420

pimenta.kimberly@gmail.com

Qualifications

Over six years of experience working for a contracting company, in which knowledge of how each position within functions. Maintaining the ability to direct and oversee those within the company effectively and efficiently. As well as promoting the growth of the company through strategizing and venturing new opportunities.

Professional Experience

REIVAX Contracting — **Newark, NJ**
President and CEO — *2016- present*

- Delegate general strategic direction of the company to General Manager and Office staff.
- Responsible for overall direction of the company into new markets as well as personally overseeing and emphasizing safety controls within the company.
- Responsible for meeting with private clients to negotiate contracts.
- Responsible for meeting with banks, bonding companies and insurance companies to negotiate annual renewal and fees.

REIVAX Contracting — **Newark, NJ**
Book keeper and Controller — *2014-2015*

- Responsible for Accounts payable and Accounts Receivable.
- Responsible for weekly payroll.
- Responsible for reconciling accounts, bank statements.
- Responsible for interacting with vendors and customers with an emphasis on payment terms.

REIVAX Contracting — **Newark, NJ**
Receptionist — *2012-2014*

- Responsible for answering phones and directing them to their respective department.
- Responsible for opening mail, sorting and forwarding to respective department.

Terra Bella — **South River, NJ**
Charge Nurse — *2011-2012*

- Document resident's medications and treatments, enforce staff safety procedures, monitor resident care by nursing assistants, and evaluated patient status while notifying physicians of clinical changes
- Administer and document medications, provided wound care, as needed, provided assistance with ADLs, incontinence management
- Inserviced nursing assistants, CMAs, and LPNS on procedures implemented.

Education

America Healthcare Inc. — **Edison, NJ**
Licensed Practical Nursing Degree, March 2009

Rutgers University — **New Brunswick, NJ**
Bachelor of Science in Exercise Science, December 2006

Roosevelt Rebimbas Jr, TCC

(610) 698-6010
Bethlehem, PA 18017
rebimbas95@gmail.com
https://www.linkedin.com/in/roosevelt-rebimbas-jr-318510a1/

Hardworking, overachieving, and intuitive thinking Management Professional looking to expand into an organization focused in team management and professional growth. Enjoys being proactive, analyzing data, team collaboration, and creating detailed spreadsheets.

Management Interests:
Strategy Operations Finance Technology & Equipment

Education

Northampton Community College
Applied Science Associates in Construction Management, 2017

Rutgers University, CAIT
Traffic Control Coordinator Certificate, 2016- Present

Professional Experience

Reivax Contracting Corporation, Bridgewater NJ

Project Manager, Jan 2019- Present
Responsibilities include managing projects, bidding projects, cost analysis, job scheduling & planning, subcontractor soliciting and negotiating, assigning responsibilities and managing project teams, and procurement.

Project Engineer, Sept 2013- Jan 2019
Prepare, schedule, coordinate and monitor the assigned engineering projects. Perform overall quality control of the work (budget, schedule, plans, personnel's performance) and report regularly on project status.

Pipe Layer Apprentice, Jan-Aug 2013
Construction labor, built fire hydrants, installed curb stops, corporations, water mains, sanitary sewer pipe, and emergency water main break response. Began in the field with on-hand experience for future promotion and knowledge of field operations.

Professional Skills

- Project Management
- Cost Analysis
- Proposal Negotiating
- Leadership & Team Building
- Construction Planning & Scheduling
- Critical Path Project Management
- Budget Analysis
- Quality Control Management
- Safety & Compliance
- Organization & Time Management
- Estimating and Job Costing
- Data Management
- Financial Assessments

Technology Experience

- LinkedIn
- Microsoft To Do
- Adobe Acrobat Professional
- Zoom, Skype, Facebook Video Chat
- Social Media: Facebook, Instagram, Twitter
- Google Applications: Gmail, Drive, Doc, Slide, Sheet, My Maps
- Microsoft Office: Word, Excel, Powerpoint, Outlook, Project, One Note

Volunteer Experience

American Heart Association, 2013- Present
Portugese American Club, 2007- Present
Lehigh University Launch-Information Technology Program, 2007- 2008

ROOSEVELT REBIMBAS SR.

1271 Stafore Dr. Bethlehem, PA 18017 | (610)-972-8518 | rrebimbas@reivaxcontracting.com

SKILLS & ABILITIES

- Project Planning
- Print Reading
- Asbuilt Furnishing
- Machine Operator – Excavator, Loader, Backhoe, etc.
- Project Management
- Safety Enforcement
- Reduced Risk Planning
- Project Takeoff's
- Procurement of Materials

EXPERIENCE

1990-2000 General Pipe Foreman/Operator, *Marbell Construction*

· Onsite Excavator Operator, familiarizing with the project as a whole and exceeding daily production requirements. Proper planning, scheduling, and coordination to bring the project's to completion.

2000-2008 General Pipe Foreman/Operator, *Petillo Inc.*

· Onsite Excavator Operator, familiarizing with the project as a whole and exceeding daily production requirements. Proper planning, scheduling, and coordination to bring the project's to completion.

2008-2013 General Pipe Foreman/Operator, *Reivax Contracting Corp.*

· Onsite Excavator Operator, familiarizing with the project as a whole and exceeding daily production requirements. Proper planning, scheduling, and coordination to bring the project's to completion.

2013-2017 Project Superintendent, *Reivax Contracting Corp.*

· Management of 4-6 projects at a time to ensure efficient field production and profitability. Coordination with the onsite inspectors to confirm quantities for billing and payment execution.

2017-Present Vice President of Operations, *Reivax Contracting Corp.*

· Overseeing entire company field operations, coordination of the projects to run efficiently and cost effective.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennifer Chesner
Provident Protection Plus Incorporated	PHONE (A/C, No, Ext): (973) 579-6776 FAX (A/C, No): (973) 579-0111
96 US Highway 206	E-MAIL ADDRESS: jennifer.chesner@ProvidentProtectionPlus.com
PO Box 4	
Augusta NJ 07822	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Reivax Contracting Corp	INSURER A: National Fire Insurance Company of Hartford	20478
165 River Road	INSURER B: Valley Forge Insurance Company	20508
	INSURER C: The Continental Insurance Company	35289
	INSURER D: NJ Manufacturers Insurance Co (voluntary market)	12122
	INSURER E: Crum & Forster Specialty Insurance Co	44520
Flemington NJ 08822	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] XCU Coverage [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6076354336	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]			BUA 6076354272	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUE 6076354322	07/01/2023	07/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W40522-5-23	07/01/2023	07/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution			PKC114370	07/01/2023	07/01/2024	Each Occurrence General Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured to the above captioned General Liability, Business Auto, and Umbrella Policies on a primary and non-contributory basis for work the insured is performing provided a written contract exists requiring such a status. Additional Insured also applies to product completed operations with respect to the above General Liability policy. Per the terms of the policy, coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage. Waiver of subrogation applies to the above policies except for Workers Compensation. Umbrella is follow form.

CERTIFICATE HOLDER

*** Evidence of Insurance ***

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Chesner

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State of New Jersey
DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

NOTICE OF CLASSIFICATION
REIVAX CONTRACTING CORP.

June 25 2024

Identification Number: 20-3397878

REIVAX CONTRACTING CORP.
165 RIVER ROAD
FLEMINGTON, NJ 08822

Dear Sir/Madam,
In accordance with Title 27:7-35 et seq., and Regulation of the New Jersey Department of Transportation, you are hereby notified that your firm has been CLASSIFIED by the New Jersey Department of Transportation. Please see ATTACHMENT A for your firm's assigned financial capability, work classification(s), and project rating(s).

Your firm's financial capability is based on (net working capital or (Net Worth x 15) + (net book value of construction equipment, less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionaire x 7) as determined by the Department from the information your firm submitted for the Close of Business on 12/31/2023 Please see ATTACHMENT B for explanation.

Your firm's financial capability is defined as the dollar threshold on the maximum of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionaire and financial statement submitted in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a Contractor shall be allowed to bid in a particular work type on and individual project.

This CLASSIFICATION will be effective on 7/9/2024 and will expire on 6/30/2025

This denotes your maximum financial capability and project rating(s) are limited to no greater than $10,000,000 since your firm has chosen to submit a CPA review of your financial statements

Bid will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work classifications required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work classification or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

NOTICE OF CLASSIFICATION
REIVAX CONTRACTING CORP.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your firm's next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,

Mario Serenelli

Manager
Bureau of Construction Services

NOTICE OF CLASSIFICATION
REIVAX CONTRACTING CORP.

ATTACHMENT A

Financial Capability Range

$5,000,001 to $10,000,000

Work Classification(s)		Project Rating(s)
8	GENERAL CONCRETE	$5,000,000
4	BRIDGE	$5,000,000
3A	GRADING & BITUMINOUS PAVING	$5,000,000
25	MILLING	$5,000,000
22	UNDERGROUND UTILITIES	$5,000,000
10	DEMOLITION	$5,000,000

NOTICE OF CLASSIFICATION
REIVAX CONTRACTING CORP.

ATTACHMENT B

*Lesser Of:		$691,637
Net Working Capital	$691,637	
Stockholder's Equity (Net Worth)	$2,337,664	
Book Value of Equipment Amount Claimed		$2,138,411
Reason Deducted:		
EQUIPMENT SCHEDULE LACKS SPECIFIC DETAIL		
Total Deductions		$2,138,411
Net Book Value of Equipment Allowed		$0
Lines of Credit		
Amount Claimed		$1,500,000
Reason Deducted:		
SECURED BY COMPANY ASSETS		
Total Amount Allowed		$0

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

5-YEAR RECERTIFICATION

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges REIVAX CONTRACTING CORPORATION as a Category 5 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13.

In order for this certification to remain in effect **throughout the 5 year certification period,** the business **must submit annual verification statements** attesting that there has been no change in ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business. The verification statements must be submitted **not more than 60 days** prior to the anniversary of the certification approval.

If the business fails to submit the annual verification statement by the anniversary date, or a renewal by its expiration date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.

Peter Lowicki
Deputy Director

Issued: 6/23/2023

Certification Number: A0372-67

***Expiration:** 6/23/2028

***As noted above, in order to maintain its certification status, the business must submit verification statements for each of the five years.**

State of New Jersey

New Jersey Election Law Enforcement Commission

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Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form BE.pdf

Confirmation number : 20203033401

Business Entity Name : Reivax Contracting Corp.

Filing Year : 2020

The information was received on : 01/29/2021

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

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New Jersey Election Law Enforcement Commission

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Thank you for filing electronically.

The Commission has received the following report: Form_BE2020.pdf

Confirmation number : 20213035693

Business Entity Name : Reivax Contracting Corp.

Filing Year : 2021

The information was received on : 01/31/2022

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State of New Jersey

New Jersey Election Law Enforcement Commission

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Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: BE 2022.pdf

Confirmation number : 20223039106

Business Entity Name : REIVAX Contracting Corp

Filing Year : 2022

The information was received on : 03/13/2023

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Legal References

For State Pay-to-Play
- Dept. of the Treasury

For County and Local Pay-to-Play
- Dept. of Community Affairs
- Secretary of State Office

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FAQ's

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State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE

Home Improvement Contractors

HAS REGISTERED

REIVAX CONTRACTING CORP.
Xavier Pimenta
165 River Road
08822
Flemington NJ 08822

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

02/29/2024 TO 03/31/2025
VALID

13VH08392800
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

Cari Fais
ACTING DIRECTOR

REIVAX CONTRACTING CORP. EXPIRATI

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS **13VH 08392800** . PLE

CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION T
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO
BELOW.

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PRINT YOUR NEW **ADDRESS OF RECORD** BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE AVAILABLE TO THE PUBLIC.

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW **MAILING AD**
YOUR MAILING ADDRESS IS T
THE DIVISION OF CONSU
CORRESPONDENCE.

HOME ☐
BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

Operator Qualification Card

Rafael Casas

Has successfully completed:

McEtROY

00207 - Medium Diameter Operator Qualification
and demonstrated an understanding and proficiency of fusion
standards set forth in ASTM F2620

Issued. Jul-30-2019

Training Provided By

POLY PIPE SOLUTIONS

PIPE - FITTINGS - EQUIPMENT - TRAINING

For more details about fusion qualification visit www.mcelroy.com/qualification

PLASSON®
USA

Certificate of Completion

this certificate is awarded to

Rafael Casas

in recognition of successfully completing the
TRAINING REQUIREMENTS FOR QUALIFICATIONS TO FUSE ELECTROFUSION FITTINGS ACCORDING TO THE MAB GENERIC EF PROCEDURE FOR FIELD JOINING OF POLYETHYLENE (PE) PIPE WITH NO RESTRICTIONS.

Ben Murphy
Founder & CEO
Poly Pipe Solutions

08/01/2019
Date

McELROY UNIVERSITY℠

Certificate of Completion

Presented to:

Rafael Casas

For attending McElroy University Advanced Fusion Training:

OQ207 - Medium Diameter Operator Qualification

McElroy Certified Instructor	Newark, NJ	Jul-30-2019
	Training Location	Date

McELROY

Your participation in this course may be eligible for up to 20 Professional Development Hours (PDH)

Operator Qualification Card

Filipe Santos

Has successfully completed:

McEtROY

00207 - Medium Diameter Operator Qualification and demonstrated an understanding and proficiency of fusion standards set forth in ASTM F2620

Issued. Jul-30-2019

For more details about qualificat;on Visit www.mceiroy.com/qualification
fusion qualificat;on Visit www.mceiroy.com/qualification

Training Provided By

POLY PIPE SOLUTIONS

PIPE - FITTINGS - EQUIPMENT - TRAINING

For more details about fusion qualification visit www.mceiroy.com/qualification

PLASSON®
USA

Certificate of Completion

this certificate is awarded to

Filipe Santos

in recognition of successfully completing the
TRAINING REQUIREMENTS FOR QUALIFICATIONS TO FUSE ELECTROFUSION FITTINGS ACCORDING TO THE MAB GENERIC EF PROCEDURE FOR FIELD JOINING OF POLYETHYLENE (PE) PIPE WITH NO RESTRICTIONS.

08/01/2019

Ben Murphy
Founder & CEO
Poly Pipe Solutions

Date

McELROY UNIVERSITY℠

Certificate of Completion

Presented to:

Filipe Santos

For attending McElroy University Advanced Fusion Training:

OQ207 - Medium Diameter Operator Qualification

McElroy Certified Instructor	Newark, NJ	Jul-30-2019
	Training Location	Date

McELROY

Your participation in this course may be eligible for up to 20 Professional Development Hours (PDH)

SINCE 1981

McELROY UNIVERSITY℠

Certificate of Attendance

Presented to:

Xavier Pimenta

For attending McElroy University Advanced Fusion Training:

OQ201 - Medium Diameter Operator Qualification

McElroy Certified Instructor	Tulsa, Oklahoma	Mar-31-2017
	Training Location	Date

McELROY

Your participation in this course may be eligible for up to 20 Professional Development Hours (PDH)

Operator Qualification Card

Xavier Pimenta

Has successfully completed:

OQ201 - Medium Diameter Operator Qualification

and demonstrated an understanding and proficiency of fusion standards set forth in ASTM F2620

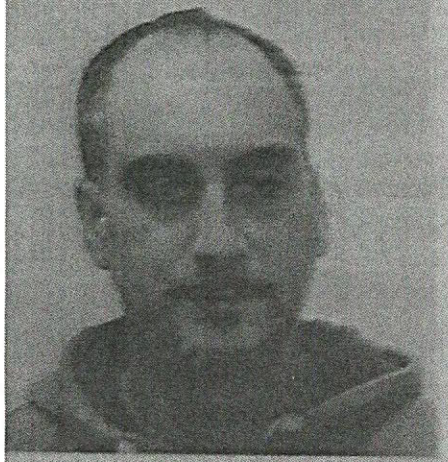
Issued: Mar-31-2017

Qualification status is valid for 2 years from the issued date

SINCE 1981

McELROY

UNIVERSITY



Operator Qualification Card

Jorge Da Silva

Has successfully completed:

OQ201 - Medium Diameter Operator Qualificatio

and demonstrated an understanding and proficiency
fusion standards set forth in ASTM F2620

Issued: Mar-31-2017

Qualification status is valid for 2 years from the issued date

SINCE 1981

McELROY UNIVERSITY℠

Certificate of Attendance

Presented to:

Jorge Da Silva

For attending McElroy University Advanced Fusion Training:

OQ201 - Medium Diameter Operator Qualification

McElroy Certified Instructor	Tulsa, Oklahoma Training Location	Mar-31-2017 Date

McELROY

Your participation in this course may be eligible for up to 20 Professional Development Hours (PDH)

RUTGERS
Center for Advanced Infrastructure and Transportation

26 - KZNYCJVG9CW

This card acknowledges that the recipient has satisfactorily completed the required prerequisite, coursework, and examination for the

Traffic Control Coordinator Designation

Roosevelt Rebimbas

Date Issued: 12/14/23

This course completion card is valid until the date printed below. A TCC Refresher course must be completed before this date according to NJDOT requirements to maintain your TCC Designation.

Card valid until: 3/13/26

This card is not valid without a photo I.D.

26

NJTA Roadwork Project Certified

26

Qualifications	Qual. Date:	Exp. Date:
Mechanical Joining	1/5/2018	1/5/2019
Electrofusion Joining	1/5/2018	1/5/2019
Manual Butt Fusion	1/5/2018	1/5/2019
Hydraulic Butt Fusion	1/5/2018	1/5/2019
Service Construction Review	1/5/2018	1/5/2019

As per P.S.E.&G Gas Distribution Standards
NOT VALID WITHOUT ADDITIONAL IDENTIFICATION

AUTHORIZED SIGNATURE - JANX JANX

JANX
Contractor Plastic Qualification Card
PE Plastic Fusion Joining

David Chavez
Name

7908 — Employee No.

Plastic Fuser — Occupation

Reivax Contracting
Company

Qualifications	Qual. Date:	Exp. Date:
Mechanical Joining	1/5/2018	1/5/2019
Electrofusion Joining	1/5/2018	1/5/2019
Manual Butt Fusion	1/5/2018	1/5/2019
Hydraulic Butt Fusion	1/5/2018	1/5/2019
Service Construction Review	1/5/2018	1/5/2019

As per P.S.E.&G Gas Distribution Standards
NOT VALID WITHOUT ADDITIONAL IDENTIFICATION

AUTHORIZED SIGNATURE - JANX

JANX
Contractor Plastic Qualification Card
PE Plastic Fusion Joining

Rafael Casas
Name

2721 — Employee No.

Plastic Fuser
Occupation

Reivax Contracting
Company

Water Works SUPPLY CO. INC

DISTRIBUTORS & FABRICATORS FOR THE WATER WORKS INDUSTRY
P.O. BOX 306 • POMPTON PLAINS, NJ 07444

QUALIFICATION

This is to state that the following operator

MR. JORGE Da SILVA

of Reivax Contracting Corporation, Newark NJ

Has been properly trained on August 22, 2016 in the installation of all electrofusion fittings and couplings ,including: 1/2" through 12" sizes.

Signed:

Matthew Mattison, WWSC Fusible HDPE Specialist

Quality Service Since 1953

660 State Highway 23
Pompton Plains, NJ 07444
(973) 835-2153
Fax (973) 835-8743

5142 West Hurley Pond Rd.
Farmingdale, NJ 07727
(732) 938-6370
Fax (732) 938-9171

810 South Egg Harbor Road
Hammonton, NJ 08037
(609) 567-6330
Fax (609) 567-6331

STATE OF NEW JERSEY
SCHOOLS DEVELOPMENT AUTHORITY

32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991

CONTRACTOR NOTICE OF PREQUALIFICATION

for

Reivax Contracting Corporation
165 River Road
Flemington, NJ 08822

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: April 6, 2023
Expiration Date: February 26, 2025

Aggregate Limit: $14 Million

☐ Construction Manager as Constructor	☐ Sprinkler Systems	☐ Pile Driving
☐ Design Build	☐ Sheet Metal (Mechanical)	☐ Prefabrication Buildings
☐ General Construction	☐ Electrical	☐ Prefabrication Music/Sound Clean Rooms
☐ General Construction/Alterations & Additions	☐ Communications Systems	☐ Relocatable Buildings
☐ Partitions/Ceilings	☐ Fire Alarm/Signal Systems	☐ Asbestos Removal/Treatment
☐ Doors & Hardware	☐ Security/Intrusion Alarms	☐ Asbestos Removal/Mechanical
☐ Windows	☐ Audio Visual Systems	☐ Waste Removal Toxic/Hazardous
☐ Siding & Gutters	☒ Site Work	☐ Radon Mitigation
☐ Carpeting	☐ Sewage & Water Treatment Plants	☐ Lead Paint Abatement
☐ Flooring/Tile	☒ Sewer Piping & Storm Drains	☐ Detention Equipment Systems
☐ Millwork	☐ Landscape Construction	☐ Energy Management Systems
☐ Insulation	☒ Underground Water & Utilities	☐ Elevators
☐ Acoustical	☒ Road Construction & Paving	☐ Museum Exhibits
☒ Concrete/Foundation Footings/ Masonry Work	☐ Athletic Fields/Tracks/Courts	☐ Test Boring
☐ Gunite	☐ Athletic Fields/Synthetic Turf	☐ Well Drilling
☐ Demolition	☐ Pumping Stations	☐ Microbial Remediation
☐ Fencing	☐ Landscape Irrigation	☐ Food Service Equipment
☐ Historical Light Fixture Restoration	☐ Roofing-Membrane EPDM	☐ School Furnishings
☐ Historical Restoration	☐ Roofing-Membrane PVC/CPE/CSPE	☐ Lab Furniture/Equipment
☒ Pre-Cast Concrete	☐ Roofing-Membrane Modified Bitumen	☐ Seating/Bleachers
☐ Curtain Walls	☐ Roofing-Urethane	☐ Swimming Pools
☐ Architectural Cast Iron	☐ Roofing-Built Up	☐ Dust Collectors
☐ Welding	☐ Roofing-Metal	☐ Signage & Graphics
☐ Structural Steel & Ornamental Iron	☐ Roofing-Tile/Slate/Shingles	☐ Septic Systems
☐ Plumbing	☐ Caulking & Waterproofing	☐ Stage Equipment
☐ Oil & Gas Burners	☐ Scaffolding	☐ Underground Storage Tanks/Closure & Installation
☐ HVACR	☐ Roofing-Historical Sites	☐ Underground Storage Tanks/Installation
☐ Boilers (New Repair)	☐ Roofing-TPO	☐ Underground Storage Tanks/Closure
☐ Service Station	☐ Painting-General	☐ UST/Tank Testing
☐ Solar Energy Systems	☐ Painting-Tanks/Steel Structures/ Elevated Structures	☐ Underground Storage Tanks/ Corrosion Protection Systems Analysis
☐ Energy Services (ESCO)	☐ Painting-Historical Sites	☐ Above Ground Storage Tanks
☐ Geothermal Loop Systems	☐ Sandblasting	☐ Site Remediation
☐ Fireproof Applications	☐ Divers	☐ Inside Plant Cable
☐ Insulation (Mechanical)	☐ Barges	☐ Outside Plant Cable
☐ Fire Suppression Systems	☐ Bulkhead & Docks	☐ Fiber Installation & Splicing
☐ Control Systems	☐ Jetty & Breakwater	
☐ Parking & Control Systems	☐ Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx

NJSDA Risk Management – Prequalification Unit – 609-858-5355

DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

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2 attachments

noname
4K

noname
6K

Gmail

Britny Ramirez <browley@reivaxcontracting.com>

Notice of Classification

1 message

CClass@treas.state.nj.us <CClass@treas.state.nj.us> Fri, Mar 3, 2023 at 8:24 AM
To: browley@reivaxcontracting.com

REIVAX CONTRACTING CORP
165 RIVER ROAD
FLEMINGTON, NJ 08822

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION

DPMC

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
$14,000,000	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK	02/27/2023	02/26/2025
	C025 -PRE-CAST CONCRETE	02/27/2023	
	C059 -ROAD CONSTRUCTION & PAVING	02/27/2023	
	C056 -SEWER PIPING & STORM DRAINS	02/27/2023	
	C054 -SITE WORK	02/27/2023	
	C058 -UNDERGROUND WATER & UTILITIES	02/27/2023	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

May 12, 2023

Kimberly Pimenta
Reivax Construction Corp
165 River Road
Flemington, NJ 08822

Re: Disadvantaged Business Enterprise certification for Reivax Construction Corp

Dear Kimberly Pimenta:

Congratulations! We are pleased to inform you that your company, Reivax Construction Corp has been found eligible for certification and is now certified officially as a Disadvantaged Business Enterprise (DBE) by NJ TRANSIT, on behalf of the New Jersey Unified Certification Program (NJUCP). This certification grants DBE status and benefits to your firm on federally funded projects by NJUCP Partners NJ TRANSIT, the New Jersey Department of Transportation, and the Port Authority of New York and New Jersey. Provided your company continues to meet the eligibility criteria and comply with the participation requirements established in Code of Federal Regulations Title 49 Part 26, your certification will remain in effect until your firm completes the program (graduates) or you choose to withdraw from the program.

Note: This certification letter is to be utilized as evidence of your firm's DBE Certification under the NJUCP.

DBE Program Participation Requirements

On an annual basis, at the anniversary of your certification date, you must submit a signed and notarized DBE "No Change Affidavit" affirming that there have been no changes within your company that would affect your eligibility or status as a DBE. It is your responsibility to notify this office in writing **within 30 days** of any significant changes to your company including but not limited to the ownership, control, and location. Failure to do so may result in decertification of your business.

NJ TRANSIT's Office of Business Development will provide you notice and reminders of when the information above is due and **reserves the right under regulation to request information from you regarding your company at any time.** Failure to provide information when due and/or respond to requests for information in a timely way, may result in decertification.

DBE Certification Information

Your company's NJUCP Identification number is 004558
Certification Effective Date - January 1, 2023

The following table lists the North American Industry Classification System (NAICS) code(s) and classification(s) that have been assigned to your company in accordance with the service(s) your company render(s) and the business description giving details to the specific services your firm provides. Your firm will be listed on the NJUCP Directory (https://njucp.dbesystem.com) which will indicate the type of work that your firm has been certified to perform.

Business Description: Contractor for public works and utility construction of sewer lines installations, water main pipe utilities, drainage system installations, street curbs & sidewalk projects.

NAICS 237110: SEWER MAIN, PIPE AND CONNECTION, CONSTRUCTION
NAICS 237110: UTILITY LINE (I.E., SEWER, WATER), CONSTRUCTION
NAICS 237310: CURBS AND STREET GUTTERS, HIGHWAY, ROAD AND STREET, CONSTRUCTION
NAICS 237310: SIDEWALK, PUBLIC, CONSTRUCTION
NAICS 237990: HORIZONTAL DRILLING (E.G., UNDERGROUND CABLE, PIPELINE, SEWER INSTALLATION)
NAICS 238910: DRAINAGE SYSTEM (E.G., CESSPOOL, SEPTIC TANK) INSTALLATION

On behalf of the NJUCP, we welcome you to our DBE family. We are pleased to have you as a member and wish you much success.

Sincerely,

Adonis Abreu