

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
BRETON WOODS SECTION 1 WATER MAIN REPLACEMENT
ADDENDUM #2

The original Contract Documents entitled "BRETON WOODS SECTION 1 WATER MAIN REPLACEMENT" are amended as noted in this Addendum No. 2. This Addendum shall become part of the Contract Documents and is attached thereto. Bidder must acknowledge receipt of the Addendum on the bid form entitled "Acknowledgement of Receipt of Changes to Bid Document Form" located in the Specifications. This form shall be submitted with the bid.

PART 1 – QUESTIONS/ANSWERS

1. Question: While we noticed that the Bid Schedule found on the PDF sheets 7-10 that are required for bid submission, indicate the amounts shall be written in both words and figures. The bid schedule does not provide enough space on the sheets for words and figures for each unit price and bid price.

Answer: Revised Bid Form is attached with this Addendum

PART 2 – GENERAL

1. Please be notified that the bid opening date has been changed from Wednesday, December 5, 2018 at 2:00 pm to Wednesday, December 19, 2018 at 2:00 pm.

PART 3 – SPECIFICATIONS

1. The first paragraph of the Advertisement for Bids shall be deleted in its entirety and replaced with the following:

Contract No. 716001B
Breton Woods, Section 1 Water Main Replacement
N.J. Environmental Infrastructure Financing Program
Project No. 1506001-009

will be received at The Brick Township Municipal Utilities Authority (Brick Utilities), 1551 Highway 88 West, Brick, New Jersey, up to **Wednesday, December 19, 2018 at 2:00 p.m.** and publicly opened and read aloud by the Resident Engineer. No bids will be accepted after said prevailing time and day.

2. The second paragraph of page ii of the Advertisement for Bids shall be deleted in its entirety and replaced with the following:

Each bid must be accompanied by a Bid Bond or Certified Check for an amount equal to ten percent (10%) of the bid or a maximum of \$20,000.00; such certification to be without condition or qualification, and the check made payable to The Brick Township Municipal Utilities Authority. Each bid must also be accompanied by a Consent of Surety, properly

executed by a surety company authorized to do business in the State of New Jersey or permitted individual and shall be attached to the proposal.

3. Notice to Bidders – pages 2 and 3, Section III and IV shall be deleted in its entirety and replaced with the following:

III. Consent of Surety

- A. Not submitted
- B. Signed by Principal instead of Surety or permitted individual
- C. Person signing as Power of Attorney can only sign bid bonds or is not authorized to sign for amount of project

IV. Power of Attorney

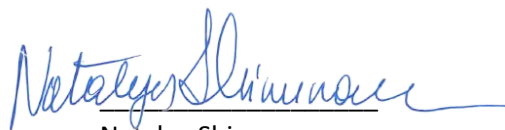
- D. Person signing Bid Bond and/or Consent of Surety is not named
- E. Company designated in Power of Attorney is different from company indicated on Bid Bond and/or Consent of Surety
- F. Contract amount exceeds limit of authority to sign

4. Instruction to Bidders, page 5 Section 16 shall be deleted in its entirety and replaced with the following:

16.0 CONSENT OF SURETY

Regardless of the bid security submitted in the bid package, each bid must be accompanied by a Consent of Surety, compliant with NJSA 40A:11-22, from a surety company listed on the Federal Treasury List (Department Circular 570-Surety Companies Acceptable on Federal Bonds) and qualified to do business in the State of New Jersey agreeing to furnish the required bonds in event of the award of the contract to the Bidder.

5. Bid Form shall be deleted in its entirety and replaced with the attached Bid Form and shall be used for bid submission. The revisions include deletion of the Agreement of Surety Form; revision of Bid Submission Checklist to require Consent of Surety instead of Agreement of Surety Form.



Natalya Shimunova

Professional Engineer

NJ, LIC. NO. 4680

BID FORM

TO: The Brick Township Municipal Utilities Authority
1551 Highway 88 West
Brick Township, N.J. 08724

RE: Contract No. 716001B
Breton Woods, Section 1 Water Main Replacement

N.J. Environmental Infrastructure Financing Program
Project No. 1506001-009

This bid will not be accepted after **2:00 P.M.** the prevailing time and day of **December 19, 2018** as indicated on the Bid Advertisement at which time all bids will be publicly opened and read.

(Name of Firm Submitting Bid)

Pursuant to N.J.S.A. 40A:11-23.1a, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence.

ADDENDUM No.	DATE	BIDDERS INITIALS

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the work specified.

The undersigned has examined the location of the proposed work, the plans, specifications, and other contract documents and is familiar with the local conditions at the place where work is to be performed and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the contract documents or by the Owner, carries no guarantee, expressed or implied, as to its completeness or accuracy and has made all due allowances therefore.

The undersigned bidder declares that this bid is made without connection with any other person or persons making bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder agrees that the prices bid for all items shall apply to actual quantities required, approved and used during construction of the project, including addenda, change orders, and supplemental agreements.

The undersigned bidder hereby agrees to be bound by the award of the contract and, if awarded the contract on this bid, to execute within ten (10) days after receipt of notification that the contract documents are ready for signature the required Contract Agreement, Contract Bonds, and Insurance Certificates, of which Contract this bid, the plans for the work, and the specifications as above indicated shall be a part.

The undersigned understands that the Owner reserves the right to reject any or all bids or to waive any informality or technicality of any bid in the interest of the Owner.

Accompanying this bid is a Bid Bond or a Certified Check in the sum of ten percent (10%) of the amount of the bid (but not to exceed \$20,000.00), payable to the Owner as a guarantee that the Agreement will be executed and a Performance Bond, Labor and Material Bond, and the specified Insurance Certificates will be furnished within ten (10) days after receipt of notification that the contract agreements are ready for signature.

If this bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the bidder the difference between the amount specified in the bid and the amount for which the Owner may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

If this bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this contract within **425** consecutive calendar days and have the Substantial Completion within **300** consecutive calendar days from the date specified in the "Notice to Proceed" and as indicated in the Special Conditions.

BID SCHEDULE

The following bid schedule will be completed in ink or typewritten. The amount shall be written in both words and figures. In the case of a discrepancy, the amount written in words will govern. The successful bidder will be required to furnish an itemized breakdown for lump sum items as indicated in the Contract Specifications, Instructions to Bidders, Section Number 31, Bid Item Breakdown and in accordance with Contract Specifications, Supplementary Conditions, Section Number 1.04.07, Itemized Cost Breakdown for Lump Sum Bids.

Bid	Bid		Unit	Bid
Item No.	Quantity	Description	Price	Price
Item 1	Lump Sum	Mobilization		\$ _____

(Write Lump Sum Price)

Item 2	Lump Sum	Performance / Labor and Material Bonds		\$ _____
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(Write Lump Sum Price)

Item 3	Lump Sum	Township and County Road Opening Permits		\$ _____
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(Write Lump Sum Price)

Item 4	Lump Sum	Photos		\$ _____
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(Write Lump Sum Price)

Item 5	500 Hours	Uniform Traffic Directors (Local Police)	\$105.00	<u>\$52,500.00</u>
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One Hundred and Five Dollars and Zero Cents

Item 6	Lump Sum	Traffic Control Devices and Plans		\$ _____
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(Write Lump Sum Price)

Item 7	50 C.Y.	Test Pit Excavation (If and Where Directed)	\$ _____	\$ _____
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(Write Unit Price)

Item 8	Lump Sum	Soil Erosion and Sedimentation Control		\$ _____
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(Write Lump Sum Price)

Item 9	2,000 L.F.	Well Point Dewatering	\$ _____	\$ _____
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(Write Unit Price)

Item 10	90 L.F.	8" Diameter CLDIP Class 52 Water Main and Fittings	\$ _____	\$ _____
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(Write Unit Price)

Item 11	110 L.F.	6" Diameter CLDIP Class 52 Water Main and Fittings	\$ _____	\$ _____
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(Write Unit Price)

Item 12	200 L.F.	Polyethylene Tubing Encasement for 6" and 8" DIP Water Main	\$ _____	\$ _____
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(Write Unit Price)

Item 13	150 LBS	Additional DIP Fittings (If and Where Directed)	\$ _____	\$ _____
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(Write Unit Price)

Item 14	1,460 L.F.	8" Diameter PVC C900 Water Main and Fittings	\$ _____	\$ _____
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(Write Unit Price)

Item 15	9,890 L.F.	6" Diameter PVC C900 Water Main and Fittings	\$ _____	\$ _____
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(Write Unit Price)

Item 16	1,500 LBS	Additional Fittings for PVC C900 (If and Where Directed)	\$ _____	\$ _____
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(Write Unit Price)

Item 17	1 Unit	8" Water Main Sweep (If and Where Directed)	\$ _____	\$ _____
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(Write Unit Price)

Item 18	1 Unit	6" Water Main Sweep (If and Where Directed)	\$ _____	\$ _____
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(Write Unit Price)

Item 19	6 Units	8" Gate Valve Assembly	\$ _____	\$ _____
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(Write Unit Price)

Item 20	44 Units	6" Gate Valve Assembly	\$ _____	\$ _____
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(Write Unit Price)

Item 21	2 Units	12" x 12" x 8" Wet Tap and Valve Assembly	\$ _____	\$ _____
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(Write Unit Price)

Item 22	3 Units	12" x 12" x 6" Wet Tap and Valve Assembly	\$ _____	\$ _____
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(Write Unit Price)

Item 23	5 Units	6" x 6" x 6" Wet Tap and Valve Assembly	\$ _____	\$ _____
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(Write Unit Price)

Item 24	15 Units	6" Dry Tie-In Connection and Fittings	\$ _____	\$ _____
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(Write Unit Price)

Item 25	2 Units	6" Insertion Valve	\$ _____	\$ _____
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(Write Unit Price)

Item 26	24 Units	Fire Hydrant Assembly with SS Bolts and Gate Valve	\$_____	\$_____
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(Write Unit Price)

Item 27	1 Units	Post Hydrant Blow Off Assembly with SS Bolts and Gate Valve	\$_____	\$_____
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(Write Unit Price)

Item 28	11,550 L.F.	Pressure and Bacteriological Testing	\$_____	\$_____
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(Write Unit Price)

Item 29	Lump Sum	Site Clearing and Restoration	\$_____	\$_____
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(Write Unit Price)

Item 30	250 Units	1" Polyethylene SDR-7 Water Service with #10 Tracer Wire with Bronze Service Saddle	\$_____	\$_____
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(Write Unit Price)

Item 31	250 Units	Ford Coil Water Meter Pit w/ Composite Lid (Meter Supplied by BTMUA)	\$_____	\$_____
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(Write Unit Price)

Item 32	50 Units	Access Box for Curb Box	\$_____	\$_____
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(Write Unit Price)

Item 33	Lump Sum	Maintain Water Service to the Existing Water Customers	\$_____	\$_____
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(Write Unit Price)

Item 34	Lump Sum	Cut and Cap and Abandonment Existing Water Main In-Place	\$ _____	\$ _____
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(Write Unit Price)

Item 35	6,100 S.Y.	Trench Roadway Excavation - Unclassified	\$ _____	\$ _____
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(Write Unit Price)

Item 36	360 C.Y.	Borrow Excavation	\$ _____	\$ _____
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(Write Unit Price)

Item 37	90 C.Y.	Granular Pipe Bedding Size No. 57 for Unstable Trench	\$ _____	\$ _____
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(Write Unit Price)

Item 38	6,100 S.Y.	6" Thick Compacted Soil Aggregate Base Course Designation I-5	\$ _____	\$ _____
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(Write Unit Price)

Item 39	6,000 S.Y.	Bituminous Base Course 4" Thick HMA 19M64	\$ _____	\$ _____
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(Write Unit Price)

Item 40	100 S.Y.	Bituminous Base Course 6" Thick HMA 19M64	\$ _____	\$ _____
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(Write Unit Price)

Item 41	33,100 S.Y.	Milling 1½" to 2" Deep, As Required	\$ _____	\$ _____
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(Write Unit Price)

Item 42	3,800 Tons	Bituminous Surface Course 2" Thick HMA 12.5 M64	\$ _____	\$ _____
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(Write Unit Price)

Item 43	50 L.F.	Concrete Vertical Curb	\$ _____	\$ _____
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(Write Unit Price)

Item 44	25 S.Y.	Concrete Sidewalk and Concrete Driveway Restoration	\$ _____	\$ _____
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(Write Unit Price)

Item 45	100 S.Y.	Asphalt Driveway Restoration	\$ _____	\$ _____
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(Write Unit Price)

Item 46	40 S.Y.	Reinstall Existing Pavers	\$ _____	\$ _____
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(Write Unit Price)

Item 47	Allowance	Fuel Price Adjustment		<u>\$15,000.00</u>
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Fifteen Thousand Dollars and Zero Cents

Item 48	Allowance	Asphalt Price Adjustment		<u>\$ 6,500.00</u>
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Six Thousand and Five Hundred Dollars and Zero Cents

Item 49	Lump Sum	Two Year Maintenance Bond		\$ _____
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(Write Lump Sum Price)

Item 50	Lump Sum	Compaction Testing		\$ _____
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(Write Lump Sum Price)

Bid (Sum of Bid Prices for all Bid Items 1-50):

_____ Dollars and _____ Cents, \$ _____
(use words) (in figures)

IF A CORPORATION:

Name of Contractor _____

Signature of Bidder _____

Printed Name and Title _____

Business Address _____

Tax Identification No. _____

Incorporated under the laws of the State of _____

Names of Officers:

President _____

Secretary _____

Treasurer _____

Dated _____

(Affix Corporate Seal Here)

IF A PARTNERSHIP, INDIVIDUAL, OR NON-INCORPORATED ORGANIZATION:

Name of Company _____

Signature of Bidder _____

Printed Name and Title _____

Business Address _____

Tax Identification Number _____

Names and Addresses of Company Members:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and

_____ as Surety, are hereby

held and firmly bound unto _____

as Owner, in the sum of _____
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 the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and made a part hereof, to enter into a contract in writing for

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of Agreement attached hereto (properly completed in accordance with said bid) and shall furnish a bond for the faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void; otherwise, the same shall remain in 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 amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year as set forth below.

Date: _____
_____ (Principal)

(Surety)

By: _____

(Affix Seal Here)

CONTRACTOR'S EXPERIENCE STATEMENT

The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Owner to judge his experience, skill and business standing.

Bidders and proposed subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the contract.

Add supplementary page if necessary.

NON-COLLUSION AFFIDAVIT

State of New Jersey _____

§:

County of _____

I, _____ of the City of _____ in the
County of _____ and the State of _____ of full
age, being duly sworn to law on my oath depose and say that I _____
of the firm of _____, the bidder making
the bid for the above named project, and that I executed the said bid with full authority to do so and
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 bid and in this affidavit are true and
correct and made with full knowledge that The Brick Township Municipal Utilities Authority relies
upon the truth of the statements contained in said bid and in the statements contained in this affidavit
in awarding the contract for 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 established commercial or selling agencies maintained by

(Name of Bidder) (N.J.S.A 52:3415).

By: _____

(Typed Name and Title)

Subscribed and sworn to before me

this _____ day of _____ 20____

(Notary Public of _____)

LIST OF STOCKHOLDERS

As per the requirements of N.J.S.A. 52:25-24.2 the following stockholders must be listed if applicable.

<u>Name and Address</u>	<u>Percentage of Ownership (10% or more)</u>
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LIST OF SUBCONTRACTORS

As per the requirements of N.J.S.A. 40A:11-16, the following subcontractors must be listed if applicable. Additionally, all subcontractors shall be qualified in accordance with P.L. 1971, c. 198 (C40A:11-1 et seq.).

_____ **Initial Here If None**

Type of Work

Name and Address

Plumbing Work

Electrical

Structural Steel
& Ornamental Work

HVAC Work

Other

Add supplementary page if necessary.

**STATE TREASURER'S LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED BIDDERS**

The Contractor shall submit with his bid a sworn statement, as set forth herein signed by an officer or partner of the Contractor, indicating whether or not the Contractor is at the time of the bid, included on the State Treasurer's List of Debarred, Suspended, or Disqualified Bidders. The Contractor will immediately notify the Owner whenever it appears that a Contractor is on the State Treasurer's List. The Contractor may be debarred, suspended or disqualified from contracting with the State of New Jersey and NJDEP if the Contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2.

STATE OF NEW JERSEY _____

§:

COUNTY OF _____

I, _____ of the City of _____ in the
County of _____ and the State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____, an officer of the firm of
_____ the bidder making the Proposal for the above named work,
and that I executed the said Proposal with full authority to do so that said bidder at the time of
making of this bid, is not included on the State of New Jersey, State Treasurer's List of Debarred,
Suspended and Disqualified Bidder; and that all statements contained in said Proposal and in this
affidavit are true and correct, and made with the full knowledge that the Owner as Local Unit relies
upon the truth of the statements contained in said Proposal and in the statements contained in this
affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm 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 this Contract, including the Guarantee Period, that The Brick Township Municipal Utilities
Authority shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm 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 N.J.A.C. 7:1D-2.2 commits any of the acts listed therein, and as determined according to applicable law and regulation.

(Insert Name and Address of Contractor)

(Insert Name and Title of Affiant)

Subscribed and sworn

before me this _____ day
of _____ 20__

Notary Public of _____

My commission expires _____, 20__

STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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, up-grading, 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 non-discrimination 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 Division 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 Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the 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 American 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 to 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 opportunity employment goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions:

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

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

(3) Prior to commencement of work, to request 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 non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

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

conformity with the equal employment opportunity and non-discrimination principals 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 Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of these 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 paragraph (i) above, whenever vacancies occur. At the request of the Division, 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 women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.

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

(C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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 Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code N.J.A.C. 17:27.**

Name of Company: _____

Signature: _____ Title: _____

Date: _____

AFFIDAVIT OF NON-DISCRIMINATION IN EMPLOYMENT

(N.J.S.A. 10:2-1 through 10:2-4)

(This form is a part of the Proposal)

STATE OF _____

§:

COUNTY OF _____

_____, being first duly sworn, deposes and says he is the _____ (sole owner, a partner, president, secretary) of _____ the party making the foregoing Proposal or Bid, (the "CONTRACTOR"); that 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, neither the CONTRACTOR, nor any person acting on behalf of such Contractor or Subcontractor, shall discriminate against any person because of age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex who is qualified and available to perform the WORK to which the employment relates; that neither the CONTRACTOR, nor any person acting on its 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 materials, equipment, supplies or services to be acquired under this Contract, on account of age, race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex; that there may be deducted from the amount payable to the CONTRACTOR by the OWNER 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 that this Contract may be canceled or terminated by the OWNER and all moneys due or to become due hereunder may be forfeited for any violation of these provisions.

Sworn to me and subscribed before me

Affiant

this __ day of _____, 20__

Notary Public

(SEAL)

**U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Name of Bidder: _____

Name of OWNER: Brick Township Municipal Utilities Authority

Project: _____

INSTRUCTIONS

This certification is required pursuant of Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). Each bidder is required to state in his bid whether he has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether he has filed all compliance reports due under applicable filing requirements.

CONTRACTOR'S CERTIFICATION

Contractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES _____ NO _____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES _____ NO _____
3. Bidder has filed all compliance reports due under applicable instructions, including EEO-1.
YES _____ NO _____
4. If answer to Item 3 is a NO, please explain in detail on reverse side of this certification.

Certification - the information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law. (U.S. Code, Title 18, Section 1001)

(NAME AND TITLE OF SIGNER - PLEASE TYPE)

SIGNATURE

DATE

WITNESS: _____

SEAL

NJEIFP CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).

(Signature) (Date)

(Name and Title of Signer – Please type)

U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction CONTRACTOR certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity clause in 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, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction CONTRACTOR agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

SIGNATURE: _____

DATE: _____

Name and Title of Signer (Please Type)

WITNESS: _____

SEAL

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

BID DOCUMENT SUBMISSION CHECKLIST

BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Breton Woods, Section 1 Water Main Replacement

CONTRACT No. 716001B

A. Failure to submit the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Checkmarks require submission with bid. Initial each item submitted with bid.

Checkmarks		Bidders Initials
√	A Bid Guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond with Power of Attorney, Certified Check or Cashier's Check)	
√	An Consent of Surety, pursuant to N.J.S.A. 40A:11-22 & Contract Specifications, Instruction to Bidders, Item Number 16.0 Consent of Surety	
√	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	
√	A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractor's Declaration)	
√	If applicable, bidder's acknowledgment of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document (s)	
√	Bid Form (s)	
√	Disclosure of Investment Activities in Iran certification, pursuant to public law 2012 c.5	

B. Failure to submit the following documents may be a cause for the bid to be rejected (N.J.S.A. 40A:11-23.1b). Checkmarks require submission with bid. Initial each item submitted with bid.

Checkmarks		Bidders Initials
√	A copy of Business Registration Certificate issued by the State of New Jersey Department of the Treasury Division of Revenue, including subcontractor's required to be listed in the contractor's submission (i.e., "LIST OF SUBCONTRACTORS")	
√	Submission of a Non-Collusion Affidavit (this form must be notarized)	
√	Contractors Statement of Qualifications	
√	Affidavit regarding State Treasurer's list of debarred, suspended and disqualified bidders.	
√	Copy of Certification of Registration with the Department of Labor (if Contract is for work in a Public Building, this does not apply to utility or treatment plant Contracts)	
√	Submission of Affirmative Action Evidence. State of New Jersey Equal Employment Opportunity Requirements (Exhibit B)	
√	Affidavit of Non-Discrimination in Employment (for NJEIFP Contracts only)	
√	U.S. EPA Certification of Bidder Regarding Equal Employment Opportunity (for NJEIFP Contracts only)	
√	NJEIFP Certification of Equal Employment Opportunity (for NJEIFP Contracts only)	

√	U.S. EPA Certification of Non-Segregated Facilities (for NJEIFP Contracts only)	
√	All unit prices submitted, the extensions properly computed and the total price stated in figures and in writing	
√	All forms properly signed, certified and notarized as required	
√	Properly addressed and sealed envelope	

C. SIGNATURE: The undersigned authorized representative hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: _____

Print Name & Title: _____

Signature: _____ Date: _____

PROMPT PAYMENT CERTIFICATION

I make this certification on behalf of myself as a representative of the contractor named below (“Contractor”) and on behalf of the Contractor. I certify that for each application for payment submitted in connection with this project: (1) the work covered by that application for payment has been completed in accordance with the contract documents; (2) the payment requested is due; and (3) all amounts have been paid by the Contractor for work for which previous payments were issued. No application for payment will be submitted without Contractor having paid all subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment. I understand and acknowledge that this entire certification will be considered incorporated into every request for payment. I understand and acknowledge that if Contractor submits an application for payment without (1) having completed work in accordance with the contract documents, (2) payment requested being due, and/or (3) having paid all subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment, then Contractor has submitted a false claim and false certification, subjecting Contractor to liability, damages and penalties under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

If there is some legitimate reason Contractor cannot timely pay a subcontractor or supplier, then Contractor must submit a signed certification or affidavit to the owner/government entity fully explaining the situation, when the situation arose, and when it will be resolved. A failure to submit such an explanatory certification waives any defenses Contractor may later seek to assert in connection with liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. or any other law, including N.J.A.C. 7:1D et seq.

I further understand and acknowledge that a false certification, whether express or implied, that (1) the work covered by an application for payment has been completed in accordance with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor to subcontractors or suppliers for work for which previous payments were issued, is misleading with respect to the goods and services Contractor is providing.

I also understand and acknowledge that the requirements that (1) work has been completed in accordance with the contract documents, (2) the payment requested is due, and (3) all amounts have been paid by the Contractor for work for which previous payments were issued, are material to the State’s decision to allocate State funding dollars for this contract, and also material to any local government entity’s decision to retain and make payment to the contractor. I understand and acknowledge that if owner/government entity makes payment knowing of such violations, that does not demonstrate that the requirements are not material, and does not constitute a waiver of liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. To the contrary, Contractor recognizes that owner/government entity may decide to continue to pay Contractor due to contractual and/or logistical requirements or considerations.

Additionally, I understand and acknowledge that a false certification, whether express or implied, that (1) the work covered by an application for payment has been completed in accordance with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor for work for which previous payments were issued, constitutes legitimate grounds for debarment pursuant to N.J.A.C. 7:1D et seq.

(Signature)

(Date)

(Name and Title of Signer – Please Type)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: OR**
- I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

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

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____