

## **NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by **Coleen Weber** for the Western Monmouth Utilities Authority, County of Monmouth, State of New Jersey, on **Tuesday, December 3, 2024, at times listed below**, in the Authority's Administration Building located at 103 Pension Road, in Manalapan Township, NJ 07726, phone (732) 446-9300, at which time and place bids will be opened and read in public for:

### **10:00 am- Scheduled Sanitary Sewer Maintenance & Repair**

Bidders may view and download the bid documents, at no charge, from the Authority's website: [www.wmuanj.org](http://www.wmuanj.org). Bids shall be made on the proposal form provided in the manner designated therein and required by the specifications. All bids must be submitted in a sealed envelope and clearly marked BID along with the project name. If the bid is sent by Express Mail - the Express Company envelope must be marked "BID" along with project name.

Bidders are required to comply with the current requirements of N.J.S.A.10:5-31 et. seq. P.L. 1975, c.127 (Affirmative Action); N.J.S.A. 52:25-24.2 P.L. 1977, c.33 (Disclosure of Ownership) and N.J.S.A. 52:32-44 P.L. 1999, c. 39, as amended by P.L. 2004, c. 57, (NJ Contractor Business Registration Act).

**Coleen Weber**  
Director of Finance & Administration

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**BID DOCUMENT CHECKLIST**  
WESTERN MONMOUTH UTILITIES AUTHORITY

*REQUIRED  
BY WMUA*

*READ, SIGNED  
& SUBMITTED*

- |  |                          |
|--|--------------------------|
| <input checked="" type="checkbox"/> BID PROPOSAL FORM                                      | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> NON-COLLUSION AFFIDAVIT                                | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> STOCKHOLDER DISCLOSURE CERTIFICATION                   | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> PUBLIC WORKS CONTRACTOR APPLICATION<br>OR CERTIFICATE  | <input type="checkbox"/> |
| <input type="checkbox"/> CONSENT OF SURETY   | <input type="checkbox"/> |
| <input type="checkbox"/> EQUIPMENT CERTIFICATION   | <input type="checkbox"/> |
| <input type="checkbox"/> FORM OF GUARANTEE   | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> BUSINESS REGISTRATION CERTIFICATE                      | <input type="checkbox"/> |
| <input type="checkbox"/> PHOTOCOPIES OF REQUIRED LICENSES                                  | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> W-9 FORM   | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Prohibited Russia-Belarus & Iran Investment Activities | <input type="checkbox"/> |

*REVIEWED*

- |   |                          |
|---|--------------------------|
| <input checked="" type="checkbox"/> MANDATORY AFFIRMATIVE ACTION LANGUAGE   | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> AMERICANS WITH DISABILITIES ACT OF 1990 | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> PREVAILING WAGE                         | <input type="checkbox"/> |

**NOTE:** This form is provided for bidder's use in assuring compliance with all required documentation and is **REQUIRED** to be submitted.

EXHIBIT A  
P.L. 1975, C. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE

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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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 race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

**AMERICANS WITH DISABILITIES ACT OF 1990**  
Equal Opportunity for Individuals with Disability

The CONTRACTOR and the WMUA do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C. 512 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the WMUA 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 WMUA in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the WMUA, 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 small costs and other expenses arising from such action or administrative proceeding or any costs incurred in connection therewith. In any and all complaints brought pursuant to the WMUA grievance procedure, the CONTRACTOR agrees to abide by any decision of the WMUA which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the WMUA or if the WMUA incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The WMUA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the WMUA or any of its agents, servants, and employees, the WMUA shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the WMUA or its representatives.

It is expressly agreed and understood that any approval by the WMUA 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 WMUA pursuant to this paragraph.

It is further agreed and understood that the WMUA 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 WMUA from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## INSTRUCTIONS TO BIDDERS:

### **I. SUBMISSION OF BIDS**

- A. Sealed bids shall be received by the Western Monmouth Utilities Authority, hereinafter referred to as "WMUA" in accordance with public advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the WMUA, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- D. It is the bidder's responsibility to see that bids are presented to the WMUA on the hour and at the place designated. Bids may be hand delivered or mailed; however, the WMUA disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in Section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the WMUA before the time of the opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably typewritten. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the WMUA. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person responsible for signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax and email if available, and contact person 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.

- H. Bidder should be aware of the requirements of N.J.S.A. 2C: 21-33, et seq. which governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation. There are enhanced penalties for areas of false claims, bid rigging and bribery, gratuities, and gifts; and conflict of interest. Please consult the statutes for further information.

## **II. BID SECURITY AND BONDING REQUIREMENTS**

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bidding documents:

A. BID GUARANTEE

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the WMUA. When submitting a Bid Bond, it shall contain a Power of Attorney for the full amount of the Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the WMUA. 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 current 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 and N.J.S.A.18A: 18A-24.

Failure to submit this shall be cause for rejection of the bid.

B. CONSENT OF SURETY

Bidder shall submit with the bid a Certificate (Consent of Surety) with a Power of Attorney for the full amount of the bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the WMUA 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 and N.J.S.A.18A: 18A-25.

Failure to submit this shall be cause for rejection of the bid.

C. PERFORMANCE BOND

Successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A: 11-22 and 18A: 18A-25.

D. LABOR AND MATERIAL (PAYMENT) BOND

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit this with the performance bond shall be cause for declaring the contract null and void.

MAINTENANCE BOND

Upon acceptance of the work by the WMUA, the bidder shall submit a maintenance bond (N.J.S.A. 40A: 11-16.3) in an amount not to exceed 100% guaranteeing against defective quality of work or materials for the period of:

1 year

2 years

**MAINTENANCE BOND IN THE AMOUNT OF \_\_\_\_\_% IS REQUIRED.**

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 WMUA.

The surety on such bond or bonds shall be duly authorized by a surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the WMUA. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, error or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Pursuant to N.J.S.A. 40A:11-13 and N.J.S.A. 18A:18A-5, challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract. In the event the bidder fails to notify the WMUA of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods or services will be made to any bidder. Such request shall be in writing, addressed to the WMUA'S representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bids for goods and services.

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 a part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The WMUA'S interpretations or corrections thereof shall be final.

**Five (5) days (Saturday, Sunday and Holidays accepted) in accordance with N.J.S.A. 40A: 11-23 and N.J.S.A.18A: 18A-21 applies to goods and services. See statute for construction and municipal solid waste requirements.**

#### D. Discrepancies in Bids

1. 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.
2. 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 WMUA of the extended totals shall govern.

#### E. Pre-Bid Conference

If stated in the public notice, attendance at the Pre-Bid Conference is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

#### IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered, as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. A vendor's literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The WMUA reserves the right to evaluate the equivalency of the goods and services and upon satisfaction to the WMUA, may approve them.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent, copyright or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging infringement, and will save the WMUA harmless from any damages resulting from infringement.
- E. Only manufactured farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A: 11-18 and N.J.S.A. 18A: 18A-20.
- F. Wherever practical and economical to the WMUA, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- G. The Bidder shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the bidder. The bidder will be responsible for return freight or restocking charges.

## V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by a (X) may include but are not limited to the following coverage.

### A. INSURANCE REQUIREMENTS

#### 1. Worker's Compensation Insurance

Insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract in accordance with the applicable statute.

#### 2. General Liability Insurance

This insurance shall have limits of not less than \$500,000.00 any one person and \$500,000.00 any one accident for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.

#### 3. Automobile Liability Insurance

This insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000.00 any one person and \$1,000,000.00 any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.

### B. Certificates of the Required Insurance

Required Certificates of insurance as listed above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the WMUA as an additional insured, as well as agree and undertake to indemnify and save harmless the WMUA and the WMUA's respective employees and agents in all manners pertaining to the Contract.

Self-insured contractors shall submit an affidavit attesting to their self insured coverage's and shall name the WMUA as an additional insured as well as agree and undertake to indemnify and save harmless the WMUA and the WMUA's respective employees and agents in all manners pertaining to the Contract.

### C. Indemnification

Successful bidder shall indemnify and hold harmless the WMUA and the WMUA's respective employees and agents from all claims, suits or actions and

damages or costs of every name and description to which the WMUA may be subjected or put by reason of injury to the person or property of another, or the property of the WMUA, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of goods and services or in the performance of the work under the contract.

**VI. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The WMUA is exempt from any local, state or federal sales use or excise tax.
- B. Estimated Quantities (Open-End Contracts)

The WMUA 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. 5:30-11.2 and N.J.A.C. 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- C. Contractor 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 have included this cost.
- D. Bidders shall insert prices for furnishing goods and services 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 WMUA. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

**VII. STATUTORY AND OTHER REQUIREMENTS**

The following provisions indicated by an (X) shall be applicable to this bid and be made a part of the bidding documents:

A.  Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulation of N.J.A.C. 17-27-1.1 et seq.

1. Procurement, Professional and Service Contracts

All successful bidders must submit, within seven days after the receipt of the notice of intent to award the contract or the receipt of the contract, one of the following:

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

2. Maintenance/Construction Contracts

All successful vendors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201-available upon request from the State's Affirmative Action Office) for any contract award that meets or exceeds the bidding threshold.

B.  Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities 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 contractor is obligated to comply with the Act and to hold the OWNER harmless.

C.  New Jersey Business Registration for Contractors with Government Agencies Act

Effective September 1, 2004, business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue, according to N.J.S.A. 52:32-44 et seq.

There is no cost for this registration and it can be done on line at [www.nj.gov/treasury/revenue/taxreg.htm](http://www.nj.gov/treasury/revenue/taxreg.htm). You will receive a certificate

indicating your registration. A copy of the registration certificate must be submitted with the bid documents.

D.  Prevailing Wage Act

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the WMUA within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors's 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. It will be the contractor's responsibility to obtain additional copies of the certified payroll form to be submitted by the contacting the Office of Administrative Law, P.O. Box 049, Trenton, NJ 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

E.  The Public Works Contractor Registration Act

No contractor/subcontractor is permitted to bid or engage in any contract for public work (N.J.S.A. 34:11-56.26) unless that contractor/subcontractor is registered with the New Jersey Department of Labor. A copy of the certificate or the application shall be submitted with the bid.

"Contractor" is defined as "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the "New Jersey Prevailing Wage Act", "for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein". (N.J.S.A. 34:11-56.48, et seq.)

F.  Stockholder Disclosure

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, 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.

N.J.S.A. 52:25-24.2

G.  The New Jersey Worker and 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 Material Safety Data Sheets (MSDS) hazardous substance fact sheet- must be furnished. N.J.S.A. 34:5A-1 et seq.

H.  Non-Collusion Affidavit

The Affidavit shall be properly executed and submitted with the bid proposal.

I.  Pay-to-Play Compliance

If the value of the Contract is over \$17,500, the New Jersey Pay-To-Play Law, N.J.S.A. 19:44A-20.4 et seq., must be complied with. Under New Jersey's Pay-to-Play Law, Contracts can be awarded either through a "fair and open" process or a non "fair and open" process, both of which have their own Pay-to-Play requirements.

If the Contract is awarded through a "fair and open" process, the process shall include, at minimum:

- (a) Public advertisement, and
- (b) Award under "a process that provides for public solicitation of proposals or qualifications," and
- (c) Established on the basis of an award and disclosure process documented in writing prior to any solicitation, and
- (d) Publicly opened and announced when awarded.

Contractors who have received \$50,000 or more through government contracts in a calendar year must file an annual disclosure statement (Form BE) electronically with the Election Law Enforcement Commission to report contract information and reportable contributions it has made whether the Contract was awarded in a "fair and open" process or not.

If the Contract is awarded through a non "fair and open" process, the Contractor shall submit a Political Contribution Disclosure form and a Business Entity Disclosure Certification form to the WMUA ten (10) days in advance of the Contract Award date. If the WMUA determines that the Contractor made

reportable contributions to: (i) any municipal committee of a political party if a member of that party is in office as a member of the governing body of the county or municipality when the contract is awarded, and /or (ii) any candidate committee of a person serving in an elected position of the county or municipality, in the one year preceding the award of the Contract, the WMUA will be prohibited from awarding such Contract to the Contractor. In addition, a CONTRACTOR receiving a Contract under a non "fair and open" process is barred from making a reportable contribution during the term of the Contract.

J. W-9 Form

Vendor shall provide completed IRS form W-9 with bid package.

### VIII. METHODS OF AWARD

A. The length of the contract shall be stated in the technical specifications, pursuant to N.J.S.A. 40A: 11-15 and 18A: 18A-42.

Pursuant to regulatory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually.

B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder, submitting the lowest base bid.

C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

D. The WMUA may also elect to award the contract on the basis of unit prices.

E. Government entities are not private business/consumer clients; therefore, separate company contracts are not honored and will not be executed. Terms of the specifications/bid package prevail. Bids must be formally accepted by the WMUA.

F. In the event that bid proposals submitted by two or more bidders are deemed to be tied, the WMUA shall award the contract based on a review of the following factors listed in order of priority:

- 1) History of vendor performance, as evidenced by the WMUA's vendor performance database;
- 2) A usable cash-or-volume based discount that renders one bid more favorably priced;
- 3) Delivery advantage, specially shorter time frames for delivery and/or closer proximity to the point of delivery; and

- 4) Proximity to the WMUA.
- 5) If a decision cannot be reached utilizing the above, a coin will be tossed.

## **IX. CAUSES FOR REJECTION OF BIDS**

A. All bids may be rejected pursuant to N.J.S.A. 40A: 11-13.2 and N.J.S.A. 18A: 18A-22.

B. Multiple Bids are NOT ALLOWED.

More than one bid from an individual or partnership, or association under the same names shall not be considered.

C. Bids which are obviously unbalanced may be rejected.

D. Prior Negative Experience pursuant to N.J.S.A. 40A: 11-4-b and N.J.S.A. 18A: 18A-4-b.

E. Contract Execution

Should the successful bidder, fail to enter into a contract within 21 days, Sundays and holidays excepted, the WMUA may then, at its option, accept the bid of the next lowest responsible bidder. N.J.S.A. 40A: 11-24b and N.J.S.A. 18A: 18A-36b.

## **X. TERMINATION OF CONTRACT**

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or any obligations mandated by the WMUA, such failure shall be deemed a violation of the contract, and the WMUA shall thereupon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the WMUA of any obligation for balances to the contractor of any sum or sums set forth in the contract. WMUA will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the WMUA for damages sustained by the WMUA by virtue of any breach of the contract by the contractor and the WMUA may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the WMUA from the contractor is determined.

C. The contractor agrees to indemnify and hold the WMUA and WMUA's respective employees and agents harmless from any liability to

subcontractor/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the WMUA under this provision.

- D. In case of default by the contractor, the WMUA may procure the goods or service from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the Authority's fiscal year which ends on January 31st is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the WMUA reserves the right to cancel this contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract/. Any change shall be approved by the WMUA.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the WMUA.
- H. The WMUA may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.

#### **XI. VENDOR PAYMENT**

- A. No payment will be made unless duly authorized by the WMUA's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the WMUA's policy and procedures and the new Jersey Prompt Payment of Contracts Law, N.J.S.A. 2A:30A-1 et seq.

The WMUA will, after receipt of each payment estimate, make a clear determination as to whether the CONTRACTOR completed work. Subsequently, the WMUA shall approve or reject any and all of the payment estimates. If the WMUA wishes to dispute a payment estimate, the WMUA shall provide prompt and timely notice to the CONTRACTOR as to why any and all of the payment estimate was rejected and what is necessary to cure any and all defects. The WMUA shall pay to the CONTRACTOR any undisputed portions and all approved payment estimates within thirty (30) days of the WMUA's approval.

C. The quantity for which payment will be made shall be the hours of use for the equipment and any required personnel from the time the equipment and/or personnel leave the Contractor's facility to the time the equipment and/or personnel return to the Contractor's facility. **However, the maximum time WMUA will compensate for travel time is 60 minutes per vehicle per day.**

**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY)

COUNTY OF )

ss:

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 \_\_\_\_\_

Of the firm of \_\_\_\_\_

The bidder making the Proposal for the above named project, and that I execute 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 in this affidavit are true and correct, and made with full knowledge that the Western Monmouth Utilities Authority of Monmouth County 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 project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_

\_\_\_\_\_  
(name of contractor)

(N.J.S.A. 52:34-15)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Also type or print name of affiant under signature)

\_\_\_\_\_  
NOTARY PUBLIC OF  
MY COMMISSION EXPIRES:

**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 is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

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

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

**Part IV Certification**

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

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

## AFFIRMATIVE ACTION REGULATIONS

P.L. 1975, C. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, C. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the appropriate authority:

1. A photocopy of a valid letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (valid for one year from the date of the letter).

OR

2. A photocopy of approved Certificate of Employee Information Report.

OR

3. An Affirmative Action Employee Information Report (Form AA302)

OR

4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA-201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, C. 127.

The following questions must be answered by all bidders:

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such approval.

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please submit a copy of such certificate.

The undersigned certifies that the vendor is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

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

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

**Note:** A vendor's bid must be rejected as non-responsive if the vendor fails to comply with requirements of P.L. 1975, c.127, within the time frame.

# Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

## Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

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

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

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

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

## CONTRACT AWARDS AND RENEWALS



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

**CONTRACT AMENDMENTS AND EXTENSIONS**



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

**IF UNABLE TO CERTIFY**



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

**Part 2: Additional Information**

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

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

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

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

*I acknowledge that the **Western Monmouth Utilities Authority** 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 Western Monmouth Utilities Authority to notify the Western Monmouth Utilities Authority 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 Western Monmouth Utilities Authority and that the Western Monmouth Utilities Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.*

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

TECHNICAL SPECIFICATIONS  
SCHEDULED SANITARY SEWER EXCAVATION, MAINTENANCE AND REPAIR  
CONTRACT  
(NON-EMERGENT)

DESCRIPTION

Work includes locating, disconnecting, and reconstructing existing sewer lateral service connections, potable/service water piping, including valves and hydrants, which require repair or replacement.

MATERIALS

The quality of all materials, manufacturing procedures and finished pipe shall be subject to inspection and approval by the Authority. Such inspection may be made at the work site after delivery, and the pipe shall be subject to rejection at any time on account of failure to meet any of the specification requirements. Replacement materials shall be the same as removed unless otherwise directed.

**PVC Pipe and Fittings**

Polyvinyl chloride sewer pipe and fittings shall be of the size of the particular service damaged or of the next larger size with suitable adapters. It shall be manufactured and tested in conformance with the latest ASTM Specification D-3034 for type **PSM Polyvinyl Chloride** PVC Sewer Pipe and Fittings with diameter to wall thickness ratio (sdr) of 35.

PVC gravity sewer pipe shall be as manufactured by Johns-Manville "Ring-Tite"; Certain Teed "Fluid Tite"; or approved equal.

Joints on PVC gravity sewer pipe shall be bell and spigot type with rubber "O" ring elastomeric gaskets of the composition and texture that is resistant to common ingredients of sewage, industrial waster, and groundwater. Joints shall conform to the latest ASTM Specification F477 and D3212. Joint lubricant used for assembly shall have no detrimental effect on the gasket or pipe.

**Repair Clamp**

PVC repair couplings will be used on PVC pipe repairs, Fernco is to be used only when there is a change in pipe material. Sanitary sewer repair clamps shall be Fernco, flexible elastomeric couplings with stainless steel clamps, or approved equal. All repair clamps shall be of the manufacturer's design that will match the outside diameters of the pipes being joined. If and where required, connections to existing force mains shall be made with Dresser style ridged couplings,

approved manufacturers are Smith Blair and Hymax. Smith Blair full circle repair couplings will also be permitted.

### **Hydrants and Valves**

Replacement materials shall be the same or equivalent to the existing hydrants or valves.

## METHOD OF CONSTRUCTION

### **Dewatering Trench**

All pipes shall be laid on a solid, dry foundation. To ensure proper conditions at all times during construction, the Contractor shall provide and maintain ample means and devices for promptly intercepting and removing all water entering trenches from above or below ground. Any pipe laid in water or wet trenches shall be removed and reinstalled at the Contractor's expense. Water shall be completely removed from all excavations promptly and continuously throughout the progress of the work. The Contractor shall keep the excavation dry until work is at a point that it will not be damaged by the rising water level. The Contractor shall provide, maintain, and operate such drains, percolation stone, trenches, sumps, pumps, hoses, piping and other related approved means and equipment as may be necessary to keep the excavations free from water during all stages of the construction operations and course work. The shall provide such dikes, sumps, and pumping that may also be required to prevent the flow of surface waters into excavated areas and into any and all areas where construction or installations are in progress.

All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference or injury to other work, pavements, or other surfaces, properties or which may create health hazards or impede traffic. In no case shall water be permitted to rise or flow through a completed sanitary sewer without written permission from the Authority. Sediment laden water that is being pumped from the trenches shall not be pumped directly into a watercourse. Sedimentation basins, hay bales, check dams, or other means acceptable to the Authority shall be installed and maintained during construction and removed and the area restored to its original condition after construction has been completed.

## **Trench Support**

The Contractor shall furnish, put in a place, and maintain such trench support as necessary to support the sides of the excavation and to prevent any movement of the earth other than that intended to be accomplished by the excavation which may otherwise injure or delay the work or endanger adjacent structures.

Trench support shall be constructed as necessary for the protection of the rig and for the safety of personnel and shall comply with the safety precautions outlined in the Federal Occupational and Safety Health Act of 1979 (OSHA). The Contractor shall be responsible for the adequacy of all trench support used on the work.

The Contractor is to provide trench support for all excavations in excess of 5" in depth, under this contract.

## **EXCAVATION**

### **Protection**

Excavation shall be properly supported in accordance with the requirements of the Occupational Safety and Health Administration (OSHA) and All State and Local agencies governing safety and health of the work site.

The Contractor shall be responsible for the safety of all his excavations.

### **General Excavation**

Excavation shall consist of the satisfactory removal and disposal of all materials taken from within the limits of the work contracted, meaning the material lying between the original ground line and the finished ground line as indicated.

The Contractor shall dispose of excess excavated materials and excavated materials unsuitable for backfilling at an approved off-site location at no additional cost to the Authority.

### **Trench Excavation**

Pipe trenches shall have a flat bottom conforming to the grade at which the pipe is to be laid. Pipe shall be laid upon firm soil cut true and even, so that the barrel of the pipe will have a bearing for its full length. Any part of the trench excavated below grade by the Contractor shall be corrected with approved material, thoroughly compacted.

When the bottom material uncovered by subgrade is soft and, in the opinion of the Authority cannot support the pipe, additional depth and/or width shall be excavated and refilled to pipe foundation as required. Ledge, rock, boulders and large stones shall be removed to provide a clearance of at least 6" below all parts of pipe, valves, or appurtenances. Excavations below subgrade in rock or in boulders shall be refilled to subgrade with suitable material approved by the Authority and shall be thoroughly compacted.

### BACKFILLING

Backfill shall be placed in layers not exceeding 8" depth, and compacted to maximum (Modified AASHTO) density before placing subsequent lifts. The use of the terminology "Maximum density" shall be defined as meaning a minimum of 95% compaction as determined by ASTM Specification D1557 latest edition for clay materials and a minimum relative density of 75% as determined by ASTM Specification D2049 latest edition for granular materials.

Backfill materials shall be unfrozen and free from rock, large stones, boulders, or other unsuitable substances. The material shall be deposited in the trench uniformly on both sides of the pipe for the full width of the trench and to the elevation, which is the horizontal diameter of the pipe. This backfill material shall be tamped in 6" layers and shall be sufficiently damp to permit thorough compaction under and on each side of the pipe to provide support free from voids. Additional approved backfill material shall then be deposited over the pipe to an average depth of 12" over the top of 8" and smaller pipe, and 24" over larger pipe and compacted.

All deficiency in the quantity of material for backfilling the trenched or for filling depressions caused by settlement shall be provided by the Contractor.

All areas disturbed by grading and construction operations, but not covered by structures, pavement or trees shall be covered with 4" of topsoil.

After all excavated areas have been backfilled, the Contractor shall grade the areas disturbed by construction of changed contour allowing for and providing a 4" minimum thickness of approved topsoil.

All areas shall be graded to the elevations and contours as indicated by the drawings. The topsoil surface shall be trimmed and raked to true lines from unsightly variations, humps, ridges or depressions.

**TECHNICAL SPECIFICATIONS**  
**SCHEDULED SANITARY SEWER EXCAVATION, MAINTENANCE AND REPAIR**  
**CONTRACT**  
**(NON-EMERGENT)**

**GENERAL**

Summary of Work

The work proposed consists of providing excavation and repair services as authorized by the Western Monmouth Utilities Authority (WMUA). The work may be performed at the wastewater treatment plant, pumping stations and all related sanitary sewer facilities of the WMUA.

Upon notification by the proper authority that a repair is needed, the Contractor shall dispatch a representative to the site to make a determination of men, and material required to complete the work. The Authority's representative at the repair site shall issue a work order to the Contractor. The Contractor shall return a copy of the work order to the Authority with the estimate of men, machinery and material.

The work to be done shall include the furnishing of all labor, such materials as may be designated, and equipment necessary to complete the work as directed by the Authority as shown on the drawings, and/or as described in the Contract Documents. The work shall include, but is not limited to, the following:

- A. Saw cutting and/or pavement removal as required
- B. Maintenance of street or other surfaces for the required period of time
- C. Furnishing of flagmen, traffic warning and control as required
- D. Sheeting, bracing and support of adjoining ground where necessary
- E. Handling drainage and groundwater removal
- F. Guarding the site
- G. By-pass pumping as required
- H. Repair/replacement of sewer lateral(s), other piping and appurtenances, as necessary.
- I. Backfilling and compaction
- J. Restoration of paved surfaces with I-5 pavement, or equivalent
- K. Removal of surplus excavated materials
- L. Site clean up, restoration, as required.

The above general outline of principal features does not in any way limit the responsibility of the Contractor to perform all work and furnish the required materials, equipment, labor and means as shown or required by the Contract documents, or as directed by the Authority.

## **DEFINITIONS**

### Authority's Representative

The work performed under these contract documents shall be subject to the review and inspection of the Authority's appointed representative.

### Words and Phrases

Where "as shown", "as indicated", "as detailed" or words of similar import are used, it shall be understood that reference to the drawings accompanying these specifications is made unless otherwise stated. Where "as directed", "as required", "as permitted", "approved", "acceptance", or other words of similar import are used, it shall be understood that direction, requirements, permission, approval or acceptance of the Authority is intended unless otherwise stated. As used herein, "provide" shall be understood to mean, "provide complete in place", that is, furnish and install.

### Superintendence by the Contractor

The Contractor shall supervise and direct the work efficiently using the best skill and attention and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The contractor will be responsible to see that the finished work complies accurately with the Contract Documents.

The Contractor shall keep on the job at all times during its progress a Forman, who shall not be replaced by the Contractor except under extraordinary circumstances. That individual shall be an executive representative of the Contractor and shall be authorized to receive and fulfill instructions from the Authority and also be capable of superintending the Contract work efficiently. All communications given to the Superintendent shall be binding upon the contractor.

## **LENGTH OF CONTRACT PERIOD**

The contractor shall keep the unit price fixed for the term of the Contract, which will be February 1, 2025 thru January 31, 2027.

## **CERTIFICATES REQUIRED**

Each Bidder shall furnish certificates, to be evidenced by copies of bills of sale or other instruments of ownership, contracts or leases for all facilities and equipment necessary to assure his ability to perform the requirements of this contract.

## **PERMITS AND LICENSES**

The Contractor shall secure all permits and licenses necessary from all local, State and Federal agencies to carry out the work of the Contract at his own cost and expense. The Contractor shall file all notices necessary and incidental to the due and lawful prosecution to the project. All charges, fees and cost thereof shall be included with the price bid for the various items scheduled in the Proposal (with no guarantee as to minimum quantities, if any).

## **WORKING HOURS AND DAYS**

The services under this contract shall, except for emergencies, be performed by the Contractor, 7:00AM to 3:00PM, Monday thru Friday. Should services be required at other times, and authorized by the Authority, overtime rates of 1 ½ the regular rates will apply.

## **RESPONSE TIME**

The Contractor shall provide the name, address, and phone number for individual (s) responsible for coordination and execution of the work.

The Contractor shall provide a qualified representative on-site, within twenty-four (24) hours after notification. Said representative shall inspect the facilities to be repaired and/or modified at the Owners expense and shall prepare a written quotation of labor, equipment and materials required for same within forty-eight (48) hours after said inspection.

Upon proper authorization by the Authority, the Contractor shall have the necessary labor, materials, and equipment on site, prepared to properly execute the proposed item of work, within forty-eight (48) hours or such schedule as the Authority may deem to be in their best interest.

## **MOBILIZATION/DEMobilIZATION**

There shall be **NO** separate payment for mobilization/demobilization of individual equipment, materials or labor items. All costs associated with same will be paid under the respective bid items (with no guarantee as to minimum quantities, if any) with the exception of the "Mobilization/Demobilization" item scheduled in the proposal, which shall be the total cost paid for mobilization/demobilization and site preparation/restoration for each response which cost shall contain the cost of any travel time.

## **QUANTITIES**

All quantities listed in the proposal are indeterminate. Quantities have been assumed for the purpose of comparison of bids. The Authority reserves the right to increase or decrease any or all quantities under each proposal item, as the Authority deems necessary advantageous.

## **SUBLETTING AND ASSIGNING CONTRACTS**

The Contractor shall not sell, sublet, transfer, assign or otherwise dispose of the Contract, or any portion thereof, or of the work provided therein, or his right, title or interest therein, to any third party without the written consent of the Owner.

## **PAYMENT**

No payment for any item will be made unless duly authorized by the proper Authority representative and accompanied by proper documentation as to time slips, material invoices, quantities used, equipment used, etc. and a properly signed voucher submitted to the Authority.

## **METHOD OF AWARD**

Award, if made, will be to the lowest responsible bidder whose Proposal complies in all respects with the requirements therein. The award shall be made by the Authority at a Regular or Special Meeting. The award shall not be binding upon the Authority, nor shall any work be performed on account of the proposed Contract until the Contract has been duly executed and delivered.

## **EXECUTION**

### PROJECT COORDINATION

The Contractor through the Authority's licensed Operator and Facility Manager shall coordinate all work. No work shall be scheduled and/or performed without proper coordination.

The Contractor shall not have exclusive occupancy of the sites of the work. Other Contractors and the Authority's employees may enter and perform work on the sites. The Contractor will conduct its work in such manner as not to interfere with the work of the Authority and/or work of other contractors on the sites.

The Contractor will be required to coordinate his work, to phase the construction operations, and provide, install and maintain any temporary connections necessary to prevent interference to operation of the Authority's facilities. Any construction work requiring the shutdown of the facilities must be scheduled and performed only at such times as shall be authorized by the Authority. Such work must be completed during specific periods authorized by the Authority. It may be necessary that work will be performed during several shutdown periods and/or during periods of premium time payment to accomplish the desired construction. All costs to perform the Contractor's work including premium time payments shall be borne by the Contractor and are included in the Contract price.

### CODES AND ORDINANCES

In addition to observing the limitations of the easements and rights-of-way, the Contractor shall confine apparatus, storage of materials, and construction operations to the limits prescribed by ordinance or permits, or as may be directed by the Authority, and shall not encumber the job site.

The Contractor agrees to conform to, comply with, and abide by, any and all laws, ordinances, rules and regulations of the Federal, State or local government which pertain to or in any way affect the work to be done by the Contractor, any and all instructions and regulations of the Authority pertaining thereto, including any laws, ordinances, rules, regulations and instructions regarding signs advertising fire and/or smoking.

The Contractor shall comply with all notice requirements of all regulating agencies and notify such agencies at least twenty-four (24) hours prior to starting installation of the pipeline or such longer period as may be required by such agencies. The contractor must notify such agencies and their inspectors whenever work will not be performed by the contractor and the Contractor shall be responsible for any additional inspection fees or costs incurred because of his failure to give adequate notice.

The Contractor shall comply with the requirements and standards of all Federal, State and local laws, ordinance, code, rules and regulations, governing safety and health including OSHA construction standards.

The contractor shall comply with the UNDERGROUND FACILITY PROTECTION ACT. The Authority shall be responsible to obtain approval for road openings or road opening permits.

Nothing in any paragraphs of these Contract Documents shall be construed as relieving the Contractor from full responsibility for safe prosecution of the work at all times.

## TRAFFIC CONTROL

The Contractor shall provide for safe traffic control as recommended in the Manual on Uniform Traffic Control Devices; Part VI Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations; 1988 Edition of MUTCD, Revision 3, September 3, 1993; Printed by American Traffic Safety Services Association, ATSSA Building, 5440 Jefferson Davis Highway, Fredericksburg, Virginia, 22407; (703) 898-5400, fax (703) 898-5510; (800) 272-8772.

Truck or trailer mounted flashing directional warning lights shall be provided when recommended as an option.

If uniformed police are required for traffic control, the Contractor will arrange for such service by calling the appropriate police department. The Contractor shall be reimbursed for the actual cost of service. **A copy of the original bill for traffic control must be included with the contractor's invoice.**

**PROPOSAL**  
**SCHEDULED SANITARY SEWER EXCAVATION, MAINTENANCE AND REPAIR**  
**CONTRACT (NON-EMERGENT)**

All Bidders shall note the following:

1. All quantities listed in the proposal are indeterminate. Quantities have been assumed for comparison of bids. The Authority reserves the right to increase or decrease the quantities under each proposal item.
2. Unit prices for Items 3 thru 11 are for equipment use only and do not include labor; labor associated with the operation of the backhoe or tandem roller shall be paid for under Item 2. On jobs requiring both a backhoe and a tandem roller, a single operator will be expected to operate both items of equipment. Labor associated with the operation of compressors, jackhammers, compactors, pumps, or dump trucks shall be paid for under item 2. Laborers shall also be expected to perform manual excavation and shall be skilled on the installation of pipe and other work common to utilities construction.
3. Not all proposal items will be required for each mobilization. The Authority will advise the Contractor in advance of the type and quantity of equipment and/or labor, which shall be required at the job site and payment, shall be limited to the items specified thereof.
4. The contractor's attention is specifically directed to the sections of the specifications for specified requirements regarding submittal of the bid proposal.
5. Please note that there is a minimum and a maximum of units included in each item on the bid proposal. The maximum number is being used for the Contract Quantity.

SCHEDULED SANITARY SEWER EXCAVATION, MAINTENANCE AND REPAIR  
CONTRACT (NON-EMERGENT)

PROPOSAL

(February 1, 2025 thru January 31, 2027)

ITEM NUMBER	DESCRIPTION	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	Mobilization Demobilization <b>Amount to be ordered 0 – 10</b>	10 each	\$	\$
2.	Equipment Operator, Laborer, Foreman Hourly Rate <b>Amount to be ordered 0 – 500</b>	500 hours	\$	\$
3.	Four Wheel Utility Tractor with Front Loader and Back- Hoe Attachments <b>Amount to be ordered 0 – 100</b>	100 hours	\$	\$
4.	Dump Truck All Sizes <b>Amount to be ordered 0 – 100</b>	100 hours	\$	\$
5.	Diaphragm or Trash Pump Including Hoses <b>Amount to be ordered 0 – 100</b>	Please fill in hourly amount For items "A", "B" and "C" below		
A.	2" pump	100 hours	\$	\$
B.	3" pump	100 hours	\$	\$
C.	4" pump	100 hours	\$	\$
6.	Portable Compressor Gasoline/Diesel <b>Amount to be ordered 0 – 100</b>	100 hours	\$	\$
7.	Truck Mounted Excavator <b>Amount to be ordered 0-100</b>	100 hours	\$	\$

8.	Hand Held Jack-Hammer or Pavement Breaker <b>Amount to be ordered 0 – 100</b>	100 hours	\$	\$
9.	Manually Guided Compactor-Vibratory plate type <b>Amount to be ordered 0 – 100</b>	100 hours	\$.	\$.
10.	8 Ton Roller <b>Amount to be ordered 0 – 100</b>	100 hours	\$	\$
11.	Pavement saw cutting (Complete including saw, blades, other materials/ equipment and labor	Please bid letters "A" and "B" below for this item		
A	2" pavement	1,500 LF	\$	\$
B	Each Additional 1" pavement	1,500 LF	\$	\$
12.	Reset Manhole Castings	10 units	\$	\$
13.	Material * (Cost plus percentage) Amount bid shall be \$25,000.00 plus Percentage	\$25,000 Plus %	_____ %	\$
14.	Traffic Control, as needed	Estimate for budget purposes only		\$ 5,000.00
<b>TOTAL</b>	<b>ITEMS #1 –14</b>			\$

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WRITE – TOTAL AMOUNT BID ITEMS 1 –14

\*NOTE: The estimated quantities as stated are to be used for common comparison of proposals received. There is **ABSOLUTELY NO GUARANTEE** that the actual quantities will correspond with the estimated quantities.

**TERM OF CONTRACT: FEBRUARY 1, 2025 thru JANUARY 31, 2027**

BID PROPOSAL FORM  
SCHEDULED SANITARY SEWER EXCAVATION, MAINTENANCE AND REPAIR  
CONTRACT (NON-EMERGENT)

The undersigned hereby declare(s) that he has carefully examined the specifications for "**Service Contract-Scheduled Sanitary Sewer Excavation, Maintenance & Repair Contract**" (Non Emergent) for the Western Monmouth Utilities Authority, for which, this quotation has been solicited and having familiarized himself with the site of the work, will contract to do all of the work and furnish all materials, tools and equipment mentioned in said specifications in the manner prescribed therein at the prices quoted.

It is further understood that notification of emergency repair will be made by those persons designated by the Authority upon acceptance of a quotation.

The contract will be an "open-ended contract" pursuant to N.J.A.C. 5:34-4.9. All quantities listed in the proposal are indeterminate. Quantities have been assumed for the comparison of bids.

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COMPANY NAME

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ADDRESS

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ADDRESS

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SIGNATURE OF AUTHORIZED AGENT

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TYPE OR PRINT NAME OF AGENT

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TELEPHONE NUMBER\*\*\*\*\*FAX NUMBER

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EMAIL ADDRESS

**TERM OF CONTRACT: FEBRUARY 1, 2025 thru JANUARY 31, 2027**

**REFERENCE SHEET**

Contractor shall provide a list of at least five (5) projects with work similar to that anticipated to be required under this contract. Include names and phone numbers for contact personnel.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_