

# THE OCEAN COUNTY UTILITIES AUTHORITY

## ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received by The Ocean County Utilities Authority in their offices at 501 Hickory Lane, Bayville, New Jersey, up to 2:00 p.m., prevailing time, on December 29, 2011 for:

Contract LMR-11-10A

Furnish all necessary labor, equipment and materials to perform rehabilitation of sanitary manholes.

Bids must be submitted on forms prepared by the Authority. All bids must be enclosed in sealed envelope, approximately 10" x 15", bearing, on the outside, the name and address of the Bidder and the work bid upon.

Specifications may be obtained by bona fide bidders upon application at the Authority offices, at the Central Water Pollution Control Facility, 501 Hickory Lane, Bayville, New Jersey 08721 or via our website at [www.ocua.com](http://www.ocua.com).

The Authority reserves the right to accept or reject any or all bids or to waive any and all informalities or technicalities, if in the best interest of the Authority.

This contract will be awarded through a "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C 17:27, equal employment opportunities, P.L. 1977, c.33, corporate and/or partnership ownership and P.L. 2004, c.57, business registration of public contracts.

## INSTRUCTIONS TO BIDDERS

Sealed bids will be received in accordance with the Advertisement for Bids, as required by law, a copy of said notice being attached hereto and made a part of these specifications. Bids will be opened publicly in the Finance Conference Room at 501 Hickory Lane, Bayville, New Jersey on the date specified in the Advertisement for Bid.

### Designations

The Ocean County Utilities Authority is also designated as the Authority or Owner herein. The bidder may also be referred to as the vendor/contractor as may be appropriate.

### Questions

No oral interpretation shall be made to any bidder as to the meaning of any of the specifications. Any questions pertaining to this bid document shall be directed to:

Christine D. Carty, QPA, RPPO  
Purchasing Agent  
501 Hickory Lane  
P.O. Box P  
Bayville, NJ 08721  
Phone: 732-269-4500 Ext. 8229  
Fax #: 732-269-8440

All questions shall be submitted in writing to the Authority, and shall be postmarked at least seven (7) days before the established date for bid opening. The Authority will arrange, as addenda, which shall become part of the contract, all pertinent questions received and the decision regarding each. Prior to the opening of bids, a copy of these addenda will be sent to each vendor who has obtained a set of specifications from the Authority.

Bidders shall acknowledge receipt of any addenda in the space provided in the Bid Form. In the event that the bidder does not acknowledge receipt of any or all addenda, the bidder shall be bound to comply with said addenda. Bids will be considered non-responsive if recognition of any addendum is not listed on the form provided in the bid package.

### Omissions and Discrepancies

Should a bidder find discrepancies or omissions in the specifications, or should he be in doubt as to their meaning, he should immediately notify, in writing, or orally, the Authority who shall issue an addendum for clarification to all of those who have received sets of specifications. Time limits shall be as defined in "Questions".

### Withdrawal of Bids

The attention of bidders is directed to the fact that in submitting his bid, the bidder agrees that he will not withdraw it within sixty (60) consecutive calendar days after opening the bids.

Upon proper request and identification, bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids.
2. Provided the bid has not been accepted by the Authority, at any time subsequent to the expiration of the period during which the bidder has agreed not to withdraw his bid.

Unless a bid is formally withdrawn, it shall be deemed open for acceptance until the contract agreement has been executed by both parties thereto or until the Authority manifests that they do not intend to accept the bid. Notice of acceptance of a bid shall not constitute rejection of any other bid.

### Bids Forwarded Through the Mail

The Authority will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that bids are presented to the Authority at the time, date and place designated.

### Bid Form

Bidders must use the bid form furnished by the Authority when submitting their bid.

All bids must be enclosed in a sealed envelope bearing, on the outside, the name and address of the bidder, the contract number and the date of the bid opening. The bid form must be completed in ink or typewritten.

For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. If no variations are indicated, it will be construed that the bid fully complies with our specifications. If at any time during the course of the contract the product does not meet the specification or is found not to be an equivalent, the original product must be delivered.

**If an equivalent product is being proposed, vendor MUST supply sufficient documentation with the bid package to enable the Authority to evaluate whether the proposed product is equivalent to that specified. If the documentation is considered by the Authority to be insufficient for such evaluation, the proposed product shall be considered not equivalent.**

### Shipping / FOB Destination

Prices for furnishing all of the material and/or labor described or required shall be inserted where applicable. Prices shall be net, including charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the Authority. No additional charges will be allowed for any transportation cost resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.

### Informal Bids

The Authority may reject as incomplete, bids which contain erasures not properly initialed, or incomplete bid documents.

### Non-Collusion Affidavit

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

### Ownership Statement

If the bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, a statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

THE OWNERSHIP STATEMENT PAGE MUST BE COMPLETED AND SIGNED

### Insurance

1. The bidder shall not commence Work until the bidder has obtained at the bidders own expense all of the insurance as required hereunder and such insurance has been approved by the Authority nor shall the bidder allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the bidder. Approval of insurance required of the bidder will be granted only after submission to the Authority original certificates of insurance signed by authorized representatives of the insurers or, at request of the Authority, certified copies of the required insurance policies.

2. The bidder shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance and workers compensation/employers liability insurance. Except as modified by the Authority in writing, the insurance requirements herein shall also apply to Subcontractors and to the Sub-Subcontractors and the bidders will be responsible for supervision of the filing of certified copies of the insurance policies and/or insurance certificates prior to any Subcontractor commencing work on the project.
3. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until sixty (60) days prior written notice has been given to the Authority.

The phrases "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

4. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the bidders or the bidders Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
5. Any deductibles or retention of \$5,000 or greater shall be disclosed by the bidder and are subject to Authority written approval. Any deductible or retention amounts elected by the bidder or imposed by the bidder insurer(s) shall be the sole responsibility of the bidder.
6. All required insurance coverages must be underwritten by insurers licensed to do business in the State of New Jersey and be acceptable to the Authority. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company.
7. If the Authority is damaged by the failure or neglect of the bidder to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the bidder shall bear all reasonable costs properly attributable thereto.

### **Insurance Requirements**

The bidder of products and/or services shall purchase and maintain the following insurance coverages which will insure against claims which may arise out of or result from the bidders products/completed operations under the Contract and for which the bidder may be legally liable, whether such products/completed operations be by the bidder or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance shall be written for not less than the limits specified below or required by law, whichever is greater.

1. Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000 each occurrence;  
\$1,000,000 personal and advertising injury;  
\$2,000,000 general aggregate; and  
\$2,000,000 products/completed operation aggregate.

2. Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 (CSL) per accident and including coverage for all of the following:

- Liability arising out of the ownership, maintenance or use of any auto; and
- Auto non-ownership and hired car coverage.
- Uninsured/Underinsured motorist coverage at a limit no less than the minimum statutory limits.

3. Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including "other states" coverage; and employers liability insurance or its equivalent with minimum limits of:

\$500,000 each accident for bodily injury by accident;  
\$500,000 each employee for bodily injury by disease; and  
\$500,000 policy limit for bodily injury by disease.

4. Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000 per occurrence;  
\$1,000,000 aggregate for other than products/completed operations and auto liability;  
\$1,000,000 products/completed operations aggregate.

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability
- ii. Business auto liability; and
- iii. Employers liability

5. Authority and Authority's appointed officials, officers, consultants, agents and employees shall be named additional insured's on the bidders commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of the bidders work under this Contract. Such coverage shall extend to cover the additional insureds for liability arising out of the following:

- i. On-going operations; and
- ii. Completed operations.

### Authority Right Reserved

The Authority reserves the right to accept or reject any or all proposals, or to waive any informality or technicality in any proposal, if in the best interest of the Authority.

### Quantity and Quality for Acceptance

All materials delivered under this contract shall be to the satisfaction of the Authority, who reserves the right to confirm the amount, quality, acceptability and fitness of the materials which are to be paid for hereunder and shall decide any questions which may arise as to the fulfillment of this contract. The determination of the Authority in these matters shall be final and conclusive.

If any shipment or part thereof fails to meet the quality specified in this contract, the Authority reserves the right to reject that material. The rejected material shall be immediately removed by the bidder, at his own expense. The bidder shall then replace the rejected material with material as specified.

### Quantity

The quantities listed on the attached bid form are provisional, for the bidder's information only, based upon The Authority's best knowledge. No warranty is given or implied as to the item or the total quantity that will be purchased.

### Damages

The successful bidder, upon failure or refusal to execute and deliver the contract agreement shall be liable to the Authority for damages suffered, which shall be defined as the difference between the amount specified in the successful bid and the amount for which the Authority may contract with another party to perform the work covered by said bid of the latter amount be in excess of the former, together with any additional expenses incurred by the Authority as a result of such bidder's failure to enter into the contract, including, but not limited to, the expense for readvertisement for bids and the processing of such bids.

### Preference for Domestic Products

Only manufactured products of the United States, wherever available, shall be used in connection with this contract, pursuant to 40A:11-18 of the Revised Statutes of the State of New Jersey.

In the case of Delta Chemical Corporation vs. The Ocean County Utilities Authority, 231, N.J. Super. 180 (Law. Div. 1988), the Superior Court of New Jersey held that N.J.S.A. 40A:11-18 are constitutional, but that an absolute preference for domestic materials was not mandated. In some circumstances the public agency has discretion to buy a foreign product even if an American product is available. A subsequent decision by the Court recognized the right of the public body to adopt appropriate guidelines. The Commissioners of The Ocean County Utilities Authority have determined by Resolution that the statutory preference for domestic materials will be followed only if the bid price for domestic materials does not

exceed by 2 per centum the bid price of the lowest responsive, responsible bidder, regardless of place of origin of the materials supplied by the low bidder.

#### Contract Year - Prices Firm

**This is a two year contract. Prices bid shall remain firm for the duration of the contract.**

**This contract will be effective as of the date set forth on Page 1 of the contract agreement.**

#### Contract Award

The Authority will award a single contract to the bidder submitting the lowest price for ALL items listed in the Bid Form. It is therefore imperative that a bid price be supplied for each item.

No bid will be accepted which does not contain a price for every item contained in the bid form.

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 bidder authorizes the Authority to correct the extended totals and the computation made by the Authority shall govern.

In the event there is an equal or tie bid the Authority reserves the right to award at their discretion to any of the tie bidders.

The award of this contract is subject to the 10 day review period provided by S763, N.J.S.A. 40:14B-14.

**This contract will be effective as of the date set forth on Page 1 of the contract agreement.**

#### Pay to Play

**The Ocean County Utilities Authority will make an award of the contract under and pursuant to N.J.S.A. 40A:11-1, et seq., (New Jersey Public Contracts Law), within sixty (60) days from the date of the receipt of the bids through a "Fair and Open" process pursuant to New Jersey Local Unit "Pay To Play" Law, Chapter 19, P.L. 2004 (as amended by P.L. 2005, c.51), N.J.S.A. 19:44A-20.4 et seq.**

**"Bidders are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the bidder receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Vendors responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)."**

#### NJ ONE CALL.

By presenting a bid, bidder declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing and intended excavation. The telephone number to call is 1-800-272-1000.

#### Failure to Sign Contract

If the successful bidder shall fail to contract as aforesaid, then the Authority may by its option determine bid and acceptance to be null and void and the Bid Security shall become the property of the Authority.

#### Execution of Contract

The successful bidder will be required to execute the contract agreement within ten (10) days (Sundays and legal holidays excluded) after receipt of notification that the contract agreement is ready for signature.

#### Payment

Payment requests must be submitted on Authority voucher forms. All Contractors administrative costs shall be included in the prices bid.

The new purchase order form also serves as the authority voucher form. This form must be returned with the vendors invoice in order for payment to be made.

Regularly scheduled Authority meetings are held the fourth Thursday of each month. Properly submitted vouchers, received by the Authority no later than the tenth (10th) day of the month, will be processed and paid 15 days after the Authority meeting.

#### **New Jersey Business Registration Requirements P.L. 2004, c.57**

The bidder should include a copy of their New Jersey Business Registration Certificate with their bid.

**Per P.L. 2009, c.315 (A-557/S2366)** now permits filing prior to award of contracts if not filed with bid as long as the bidder had obtained the BRC prior to receipt of bids date.

The bidder shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the vendor/contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.


For the term of the contract, the vendor/contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property

delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that provides false business registration information under the requirements of either of those sections shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
ADDRESS:	ISSUANCE DATE:	
EFFECTIVE DATE:	<i>J.P. &amp; Tully</i> Acting Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

These are samples of the ONLY acceptable Business Registration Certificates.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

### Protection of Work and Property

The vendor/contractor shall protect the Authority's property and all adjacent property from injury or loss arising in connection with activities under this contract. The vendor/contractor shall make good any such damage, injury or loss, except such as may be caused by agents or employees of the Authority.

### Default

In the event that the vendor/contractor fails to furnish and deliver the materials set forth under this contract, The Authority reserves the right to procure this material, for their needs, in the open market and charge the excess cost above the contract bid price, if any, to the vendor/contractor.

Upon default on the part of the vendor/contractor in the performance of any of the terms and conditions of this contract, the Authority shall have the right to terminate the contract in addition to any other remedy to which the Authority may be legally entitled, including liability to said Authority for any and all damages incurred to the Authority by reason of said failure or default.

### Indemnification

The vendor/contractor shall indemnify and save harmless to the fullest extent permitted by law, the Authority and the Authority's officials, officers, agents, consultants and employees, from and against and all losses and claims, demands, payments, suits, actions, or recoveries, and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said vendor/contractor, his agents, or employees in the execution of its obligations hereunder.

### Employee Safety

The vendor/contractor shall comply with the regulations of the Department of Labor, Safety and Health for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

The vendor/contractor's attention is directed to the provisions of section 4 (B) (4) of the Occupational Safety and Health Act of 1970 as follows:

"Nothing in this act shall be construed to supersede or in any manner affect workman's compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases or death of employees arising out of, or in the course of, employment."

The vendor/contractor shall also comply with all applicable regulations for construction promulgated by the State of New Jersey, Department of Labor and Industry, Bureau of Engineering and Safety.

### Assignment

The contract hereunder shall not, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of by the contractor to any other person, company or corporation, unless approval is first obtained, in writing, from The Ocean County Utilities Authority, or as otherwise provided in this contract.

### Sales and Use Taxes

The vendor/contractor shall study all tax laws for the jurisdiction in which the work is to be done, particularly so-called "Sales and Use Taxes" for which he may be liable as a consumer or user of goods. The Authority is a tax exempt organization and such taxes shall not be included in the bid amounts.

### Prevailing Wage Rates

All laborers, workers and mechanics shall be paid the prevailing rate of wage for the type of work to be done in the territory in which it is or is to be performed. The violation of the foregoing provision shall constitute a breach of the contract, and the foregoing provisions shall be considered to be a contract for the benefit of the workers, laborers and mechanics upon which such laborers, workers, and mechanics shall have the right to maintain action for the difference between the prevailing rate of wage and the rate of wage actually received by them. In case any dispute arises as to the amount of the prevailing rate of wage, such dispute shall be referred to the Commissioner of Labor of the State, or to such other person as will be designated by the Commissioner of Labor as an arbitrator to settle such dispute, and the parties shall be bound by the decision of such arbitrator.

The contractor shall note that the "Prevailing Wage Rate Determination" pursuant to Chapter 150 of the New Jersey Laws of 1963, New Jersey Department of Labor and Industry, of current date and applicable to the location of the work, is made a part of this contract.

Contractors and subcontractors performing the described work shall post the prevailing wage rates for each craft and classification involved as herein determined in prominent and easily accessible places at the site of the work or at such place or places as are used to pay workmen their wages. The hourly rates indicated in the bid shall be paid the contractor for the actual hours spent at the site as determined by the Authority. No compensation will be given for travel time to or from the particular work site.

The contractor shall be registered with the Department of Labor, pursuant to the Public Works Contractor Registration Act. The successful bidder shall also provide proof of valid, current registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance.

**The contractor shall be required to submit a certified payroll record to the Authority within ten (10) days of the payment of the wages.** The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.19(c). It will be the Contractor's

responsibility to obtain any additional copies of the certified payroll form to be submitted by the contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

By executing the Agreement, the successful contractor guarantees that neither the contractor nor any subcontractors are listed, or are on record in the Office of the Commissioner, Department of Labor and Industry, as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

*No invoices will be paid without copies of the contractor's certified payroll record for this contract.*

### **PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

**All named contractors must comply with the provisions of "Public Works Contractors Registration Act" (PWCRA), if applicable. Compliance requires inclusion of Public Works Contractor Registration Act Certificate with this bid.**

**All named contractors must be registered with the Department of Labor pursuant to the Public Works Contractor Registration Act at the time the proposal is received, or the proposal will be determined to be non-responsive.**

**Any non-listed contractor must be registered with the Department of Labor prior to physically starting work. It is the responsibility of the General Contractor to insure that all non-listed contractors comply.**

**Contractors are encouraged to submit their and all name contractors' Public Works Contractor Registration Certificates with the bid.**

#### **For additional information pertaining to PWCRA please contact:**

**Contractor Registration Unit  
Division of Wage and Hour Compliance  
New Jersey Department of Labor  
PO Box 389  
Trenton, New Jersey 08625**

**Telephone: 609-292-9464  
Fax: 609-633-8591  
Email: [contreg@dol.state.nj.us](mailto:contreg@dol.state.nj.us)  
Web site: [www.nj.gov/labor/lssc/lspubcon.html](http://www.nj.gov/labor/lssc/lspubcon.html)**

#### **State of New Jersey Affirmative Action Requirements**

##### **I. Affirmative Action Requirements**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status,

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

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to 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 and supplemented 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 age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and service 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 Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

#### Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**GENERAL SPECIFICATIONS**  
**SANITARY MANHOLE REHABILITATION**

All bidders shall be registered with the State and provide proof of that registration pursuant to the **Business Registration of Public Contractors. (P.L. 2004, c.57.)**

**Scope of Work**

The scope of work shall include the furnishing of all necessary labor, equipment and materials required to perform the following sanitary sewer manhole rehabilitation: surface preparation using water blasting and/or sand blasting, chemical grouting and sealing of penetrations, cracks, and voids to eliminate infiltration, structural resurfacing and rehabilitation using a fast-setting, high early strength cementitious based resurfacing material, coating using an aggregate-filled epoxy lining material.

**Alternatives**

**All products listed on the bid form are, "or equivalent" in accordance with the Local Public Contracts Law. In some instances, the Authority has specified multiple products to provide the same function which are acceptable for use in this contract. The bidder shall provide sufficient information to allow the Authority to determine whether the material proposed (a) will equally perform the functions and achieve the results of the specified products and is at least equal in quality and essentially functions (b) is suited to the same use as that which is specified, and (c) is at least of equal materials with respect to durability, strength, appearance, useful life, reliability. All variations of the proposed product from the product which is specified shall be identified. It is mandatory that any vendor who proposes supplying an alternate brand must list the brand name in the area provided below each bid line item. If an alternate brand (other than the choices listed) is listed, the apparent low bidder will be required to supply with their bid the brand name, a specification with manufacture's catalogue "cut" and that which is described above with respect to equivalency for the proposed product.**

**Safety Requirements**

The contractor shall take, use, provide, maintain, and be responsible for all necessary safety equipment that is required for the work. In addition, the contractor shall also be responsible for providing all necessary equipment and personnel needed for proper traffic control at no additional cost to the Authority. The contractor shall also comply with Department of Labor, Safety and Health Regulations for Construction, promulgated under the Occupational Safety and Health Act of 1970 (P.L. 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (P.L. 91-54), and shall include all requirements for Confined Space Safety.

**Quantities Estimated**

It is understood that the quantities and materials specified are based on the Authority's best estimate of the effort required to do the work and are given in the Bid for the purpose of arriving at a total price for the contract on

which to make a comparison in awarding the contract. These quantities are not final and will increase or decrease based upon the actual work required under the contract.

### Scheduling of Work

The scheduling of work and the description of the scope of work to be performed shall be given in writing by the Authority's Central Services Department. All work shall be initiated within two (2) weeks of the scheduling of the work with the Authority representative. The Authority's Central Services Department shall be notified 48 hours in advance of the initiation of any scheduled work.

### Emergency Telephone Numbers

Upon the execution of the contract, the contractor shall provide the Authority with five (5) copies of the telephone numbers of the contractor's supervisory personnel, available on a 24-hour per day basis when working for the Authority.

### Work Records

The contractor shall keep daily records for all work performed under this contract. These records shall include the classification and hours for all men employed on the work, the equipment used, and all materials incorporated into the work. These daily records shall be signed by the contractor's authorized representative certifying the work accomplished and the materials and labor expended.

### Contract Amendments and Change Orders

If work authorized by the Authority under this contract requires the contractor to employ labor and/or equipment for which no unit prices have been included in the bid, or to subcontract part of the work, these costs shall be determined as follows:

#### Labor

- A. The New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 wages shall be used as a basis for any additional work authorized by the Authority.
- B. Fringe benefits, including but not limited to, health and welfare, pension and vacation funds.
- C. Overhead and profit shall be limited to a maximum of 15 percent of items (A) and (B) above.
- D. Negotiated cost, if approved by the Authority.

#### Equipment

- A. Actual contractor's equipment cost, including fuels and lubricants. If not in conformance with the associated equipment distributors standard rental rates or the rental rate Blue Book Rates, the contractor must submit documentation for the rate. Fuels and lubricants consumed by equipment shall be included in their rental costs.

#### Subcontracted Work

- A. Actual cost of subcontracted work.
- B. Overhead and profit shall be limited to a maximum of 10 percent of subcontracted costs under \$10,000.00 and 5 percent of subcontracted costs over \$10,000.00.

#### QUANTITY AND PAYMENT

All material, equipment, and personnel shall be paid for the actual work performed and as outlined in the bid form.

#### CARE OF PUBLIC AND PRIVATE PROPERTY

- A. The Contractor shall take special precautions to avoid damaging structures, utilities, trees, shrubs, bushes, lawns, and other physical features on both public and private property. It shall make every effort possible to protect and preserve these things during the performance of its operations and shall be responsible for any injuries to person(s) caused by its operations.
- B. If the Contractor is required to drive its equipment on an unpaved area within or out of the street right-of-way to clean a specific unit, it will be liable for any damage caused to the unpaved public or private area by its equipment and shall restore it to a condition equal to or better than existing prior to this contract.

#### TRAFFIC REGULATIONS

Contractor shall furnish and install all traffic barricades, markers, signs, controls and provide flagmen and other facilities required by the Federal, State and local government authorities. The Contractor shall be responsible for furnishing, installing, and maintaining all construction warning signs, barricades, detour signs, and road closed signs required in accordance with the "Manual of Uniform Traffic Control Devices" per N.J.S.A. 39:4-183.27 and as specifically required by the Local Municipality or County. Special attention shall be given for the protection of pedestrians and, in particular, children going to and coming from school. The Contractor shall assist at all times to provide access to property owners.

The Authority makes no warranty or representation that the Contractor will be permitted to divert or barricade traffic and the Contractor shall be fully responsible to complete all obligations of the Contract regardless of any restrictions which may be imposed by Federal, State, or local authorities.

The Contractor must indicate whether uniformed law enforcement will be required for any part of this project during the course of the contract.

**Cash Allowance for Police Traffic Directors:** Cash allowance shall be the method for reimbursement for all Police Traffic Directors charges associated with this. The Contractor will be reimbursed for all direct Police Traffic Directors costs incurred. The Contractor is not permitted to mark-up for overhead or profit. Proper documentation or receipts must be submitted to the Authority.

### **SPECIAL PROVISIONS**

1. The following outline of the Scope of Work for this project includes, but is not limited to supply of equipment, material, and personnel for the following:
  - A. Blasting/cleaning of sanitary manholes by use of high-pressure water cleaning or sand blasting.
  - B. Heavy cleaning of sanitary manholes to remove existing coatings.
  - C. Repair of manhole infiltration and penetration leakage by chemical grouting and sealing as directed by the Authority.
  - D. Structural repairs to cleaned manholes.
  - E. Rehabilitation of manholes with spray applied 100% solids aggregate-filled epoxy lining.
2. The Authority shall provide a two-week notice for contractor to appear on site, with the required material, equipment, and personnel in operational condition, for contract work.
3. A guarantee maintenance bond shall be provided. The guarantee maintenance bond in the amount of \$25,000 shall guarantee the one year adequate performance of all work performed under this contract. Any defects shall be corrected and meet with the approval of the Authority.
4. Warranty

The Contractor shall warranty that the work furnished under this contract shall be free from defects or flaws, shall be in accordance with the specifications, that the strength of all materials shall be adequate and that the performance test requirements of the specifications are met. The warranty period shall be for one year from the date of final acceptance by the Authority. The Contractor shall repair or replace as required, promptly and without charge, all labor, materials, and equipment, or parts thereof, which fail to meet the above warranty during the period specified herein.

The warranty period shall in no way affect the Authority's right of recovery for breach of any express or implied warranties and as such shall be governed by N.J.S.A. 12:-1-1 et. seq. and any other applicable remedies.

5. Unless otherwise instructed by the Authority, no work shall be performed by the Contractor unless a representative of the Authority is present at all times.
6. The Authority's normal working hours are between the hours of 7 a.m. and 3:30 p.m., Monday through Friday. The Contractor shall consider these hours to be its normal working hours.
7. Contractor shall maintain the project site and adjacent areas affected by the work as specified below.
  - a. During its progress, i.e. on a daily basis and at its completion, and as required by the General Conditions, the work and the adjacent areas affected thereby shall be kept clean. All rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired.
  - b. Requirements of Regulatory Agencies:
    - i. In addition to the requirements herein, maintain the cleanliness of the work and surrounding premises within the work limits so as to comply with Federal, State, and local fire and safety laws, ordinances, codes and regulations.
    - ii. Comply with all Federal, State and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish.
  - c. Waste Disposal:
    - i. The Contractor shall not delegate waste disposal or dumpster services to a subcontractor, but shall take charge of all cleanup disposal needs.
    - ii. Dispose of all waste materials, debris and rubbish at an approved disposal site.
    - iii. Do not burn or bury rubbish or waste materials.
    - iv. Do not dispose of volatile or hazardous wastes such as mineral spirits, oil, or paint thinner improperly.
    - v. Do not discharge wastes into streams or waterways.
  - d. Cleaning Materials:
    - i. Use only cleaning materials recommended by manufacturer of surface to

be cleaned.

ii. Use only materials which will not create hazards to health or property.

e. When Project is Completed:

i. Remove and dispose of all excess or waste materials, debris, and rubbish from the site.

ii. Repair pavement, roads, sod, and all other areas affected by construction operations and restore them to original condition or to condition specified.

iii. Maintain cleaning until acceptance and occupation by Authority.

**TECHNICAL SPECIFICATIONS**  
**SANITARY MANHOLE REHABILITATION**

**PART 1 - GENERAL**

**1.01 WORK INCLUDES**

- A. The furnishings of all labor, equipment and materials required to prepare 100% of existing manhole surfaces using water blasting and/or sand blasting: Authority directed chemical grouting and sealing of penetrations, cracks, and voids to eliminate infiltration and structural resurfacing and rehabilitation using a fast-setting, high-early strength cementitious based resurfacing material; followed by coating 100% of the vertical surface area of the manhole using an aggregate-filled epoxy lining material.
- B. Any supervisor, laborer, operator, or equipment delivered to the site which, in the opinion of the OCUA representative(s), is unacceptable for the work in question shall immediately be removed and replaced with suitable personnel or equipment.
- C. The Authority reserves the right to inspect all equipment and reject any or all equipment that in its sole opinion is not state-of-the-art, well maintained, and/or capable of meeting the intent of the specification.
- D. Item quantities will vary in accordance with the amount of work deemed necessary by the Authority.
- E. The Authority will oversee all operations for high pressure water cleaning, sand blasting, chemical grouting, and rehabilitating the sanitary manholes.
- F. This work shall be performed by the Contractor during the regular business hours from 7:00 a.m. to 3:30 p.m.

**1.1 SUBMITTALS**

- A. Before proceeding with work, submit:
  - 1. Manufacturer's data, recommendations, instructions and safety precautions for all materials to be used.
  - 2. Written documentation that the Contractor is a manufacturer's certified applicator of the materials.
  - 3. Manufacturer's literature describing surface preparation, methods, application procedure, mix ratio and material safety data sheets.
  - 4. Equipment to be used on the project
    - a. Confined space entry equipment.
    - b. Chemical grout sealer application and associated equipment.

- c. High pressure water cleaning and/or sand blasting equipment.
- d. Epoxy lining application equipment.

## PART 2 - CONFINED SPACE ENTRY

### 2.01 GENERAL

- A. The contractor shall be aware that the work required under this contract may include confined space entry. The cost for confined space entry equipment shall be appropriately distributed among the other items in this contract. No additional payment will be made for confined space entry equipment or crew.
- B. The contractor shall provide all personnel and equipment in accordance with all OSHA, local, State, and Federal regulations.

### 2.02 CONFINED SPACE ENTRY

- A. Permit - Contractor shall complete and comply with all confined space entry permit requirements. A permit to enter confined space shall be completed and submitted to the Authority prior to each entry into confined space.

### 2.03 EQUIPMENT

- A. Equipment for confined space entry shall include, but not be limited to, the following:
  - 1. Meter to monitor atmosphere.
  - 2. Remote for meter for testing manhole atmosphere prior to entry.
  - 3. Blower or ventilator.
  - 4. Respirators.
  - 5. Harness
  - 6. Winch
  - 7. Safety belt.
  - 8. Personal protection equipment (hardhat with face shield, safety boots, gloves, chemical resistant protective clothing).
  - 9. Communications device to summon aid in the event of an emergency.

### 2.04 PERSONNEL

- A. All personnel provided by the contractor, for confined space entry, shall have completed all required training courses for confined space entry and the contractor shall present proof of training prior to the start of work.

## PART 3 - SEALING INFILTRATION IN SANITARY MANHOLES AND PENETRATIONS

### 3.01 WORK INCLUDES

- A. The repair of sanitary manhole infiltration at joints in sewer line connections and at horizontal joints in the walls of the manhole, and shall be done by chemical grouting. The contractor shall repair leaks in lateral sewer lines inside the manhole which shall be done by chemical grouting. The Contractor shall furnish all equipment necessary to properly seal defective sanitary sewer pipe leaks, cracks, or holes and any visible leaks in the manholes in accordance with the specifications and as directed by the Authority.

### 3.02 EQUIPMENT

- A. For repair of pipe joint leaks, a combination grouter/packer shall be utilized and conduits shall pass through one end of the casing and shall be adapted to supply a polymerizing material (grout), under pressure, to the space at the center of the casing. Chemical grout materials shall be pumped to the casing through two hoses leading from the surface. Chemical grout materials shall be pumped by flow-controlled, proportioning pumps with pressures in excess of groundwater pressures. The pumps shall be such that proportions and quantities of the materials being injected can be instantly regulated. All gauges shall be accurate to 0.10 psi.
- B. A drill capable of drilling through the wall of a manhole or reinforced concrete pipe and/or a grouter/packer device to insert chemical grout into the area surrounding a leak shall be provided and all else necessary to grout any visible leaks inside the sanitary manholes.

### 3.03 METHOD

- A. The method of repair shall not damage or cause line settlement, nor shall it reduce the original cross-sectional area and interior shape of the sewer pipe entering or leaving the manhole.
- B. Pressure, proportions, and quantities of chemical grout material to be used shall be determined according to the size of the joint, percentage of voids being filled, and the rate of flow of the solution in relation to the back pressures.

### 3.04 MATERIALS

- A. Manufacturers
  - 1. Sauereisen, Pittsburgh, PA
  - 2. DeNeef Construction Chemicals, Inc., Waller, TX
  - 3. Avanti International, Webster, TX
  - 4. or equivalent

- B. Hydroactive polyurethane grout for sealing active water leaks: Sauereisen No. F-370, or equal.
1. Density, molded core (ASTM D-1622) 2.03 pcf
  2. Elongation (ASTM D-1623)
    - a. Perpendicular 9.8%
  3. Low temperature aging (% volume change at -258F) (ASTM D-2126)
    - a. 1 Day 0.00%
    - b. 7 Days 0.10%
  4. Maximum service temperature 1758F
  5. Shear Modulus (ASTM C-2733)
    - a. Perpendicular 117 psi
  6. Shear Strength (ASTM C-2733)
    - a. Perpendicular 14.5 psi
  7. Tensile Strength (ASTM D-1623)
    - a. Perpendicular 15.6 psi
  8. Viscosity 500 cps
  9. Water absorption (% weight change) (ASTM D-2127): <1%

#### PART 4 - REHABILITATION OF SANITARY MANHOLE WALL SURFACES

##### 4.01 WORK INCLUDES

- A. All manholes to be rehabilitated shall receive, at a minimum, a protective lining, on the vertical surfaces of the manhole and application of a lining on the interior of the casting, riser courses, and the top of the cone section (or interior of slab for slab top manholes).
1. Removal of any loose or unsound concrete, mortar, and masonry.
  2. Cleaning and surface preparation to 100% of internal manhole surface.



- B. Epoxy Lining – Aggregate-filled epoxy lining material to 100% of the vertical surface area of the manhole.

100% Solids Epoxy Lining

1. Manufacturers

- a. Sauereisen
- b. Carboline Polybrid 705 with primer for a total 60 mils D.F.T.
- c. Or equivalent
- d. Products manufactured, marketed or sold by RLS Inc. including the Raven line of products are not acceptable as an equivalent to that which is specified.

2. Spray applied, self-priming, moisture-tolerant epoxy lining: Sauereisen SewerGard No. 210, 210R, 210RS, or 210 G..

- a. Coating thickness (minimum DFT) 60 mils
- b. Compressive strength (ASTM C-579) 6,800 psi
- c. Flexural strength (ASTM C-580) 4,600 psi
- d. Bond Strength to dry or damp concrete manhole (ASTM C-478) Concrete failure
- e. Coefficient of thermal expansion  $3.8 \times 10^{-5}$  in./in./ °F
- f. Tensile strength (ASTM C-307) 2,500 psi
- g. Modulus of Elasticity (ASTM C-580)  $5.5 \times 10^5$  psi
- h. Moisture Absorption (ASTM C-413) 0.2%
- i. Density (ASTM C-905) 114 pcf
- j. Shrinkage (ASTM C-531) 0.11%
- k. Minimum cure time prior to water exposure
  - i. At 70 °F 24 hours
  - ii. Below 70 °F 72 hours

1. Corrosion Resistance: Proven to be resistant to corrosive conditions typical of domestic wastewater systems.
- C. Casting, Riser, Cone Section Lining – Fiber-reinforced, asphalt-modified urethane elastomeric lining: Sauereisen Manhole Chimney Seal No. F-88, or equivalent.
1. Manufacturers
    - a. Sauereisen
    - b. Or equivalent
  2. Minimum Thickness 125mils DFT
  3. Water Absorption (ASTM D-570) 0.05%
  4. Elongation (ASTM D-638) 126.4%
  5. Shore A Durometer Hardness (ASTM D-2240) 48
  6. Abrasion 534mg/1,000 cycle
  7. Tensile Strength (ASTM D-2240) 54.1 psi
  8. Corrosion Resistance: resistant to alkalis, salts and acids
  9. Temperature Range: Retains elasticity from -308F to 2508F
  10. Application Time
    - a. Working time at 70 deg. F 45 minutes
    - b. Initial set at 70 deg. F 60 minutes

PART 5 – MANHOLE BENCH AND FLOW CHANNEL REHABILITATION

5.01 WORK INCLUDES

- A. The rehabilitation of manhole bench and flow channel shall be completed utilizing an epoxy polyamide solvent patching compound as a three-component, fast-setting epoxy monolithic material.
- B. The contractor shall furnish all personnel, material, and equipment necessary to remove all existing coatings, loose material, laitance and to properly rehabilitate the manhole bench flow channels with new sound surfaces in accordance with the specifications and requirements of the manufacturer(s). The rehabilitation shall include the utilization of flow-through plugs or a flow-

through plug combination which will permit sewage flows to remain continuous during channel rehabilitation.

#### 5.02 EQUIPMENT

- A. Hydraulically, pneumatically, or electrically powered demolition equipment of sufficient size to demolish loose and damaged concrete, block, brick and mortar from bench and flow channels to sound substrate, and to a depth of ¼ inch from existing surface below the existing invert of the exit flow channel.

#### 5.03 METHOD

- A. Manhole bench and flow channel rehabilitation equipment shall consist of removing of flow from the surfaces to be rehabilitated by the use of flumes, plugs or flow through plugs. The method of repair shall not cause a backup into the influent sewer pipe such that raw wastewater flows out of upstream manholes
- B. Method of flow control shall not be left in-place at the end of the work day.

#### 5.04 MATERIALS

- A. Bench/Channel Resurfacing
  - 1. Manufacturers
    - a. Carboline
    - b. Or equivalent.
  - 2. Epoxy polyamid desired for underwater and wet conditions and has rapid cure characteristics: Carboline Kop-Coat A-788 Splash Zone Mastic.

**THE OCEAN COUNTY UTILITIES AUTHORITY  
CHECKLIST**

BID NO. LMR-11-10A ITEM: LINE MAINTENANCE REHABILITATION

PLEASE VERIFY THAT THE LISTED ITEMS ARE SUPPLIED AND HAVE BEEN FULLY AND PROPERLY EXECUTED AND, ON MAKING THAT VERIFICATION, CHECK OFF EACH ITEM:

- 1. BID PROPOSAL (SIGNED) \_\_\_\_\_
- 2. ALL ARITHMETIC IN BID PROPOSAL CHECKED \_\_\_\_\_
- 3. BID BOND (SIGNED, SEALED, WITH POWER OF ATTORNEY) NOT REQUIRED
- 4. CHECK, IF SUPPLIED IN LIEU OF BID BOND (CERTIFIED OR CASHIER'S CHECK) NOT REQUIRED
- 5. AGREEMENT OF SURETY (SIGNED) NOT REQUIRED
- 6. OWNERSHIP STATEMENT \_\_\_\_\_
- 7. NON-COLLUSION AFFIDAVIT (SIGNED AND NOTARIZED) \_\_\_\_\_
- 8. AFFIRMATIVE ACTION QUESTIONNAIRE \_\_\_\_\_
- 9. COPY OF BIDDER'S NEW JERSEY BUSINESS REGISTRATION CERTIFICATE \_\_\_\_\_
- 10. ONSITE HAZARDOUS/NONHAZARDOUS SAFETY PRECAUTIONS NOT REQUIRED
- 11. SUBMITTALS \_\_\_\_\_
- 12. CHECKLIST \_\_\_\_\_

I hereby state that the goods or services offered by this bid shall be provided exactly as set forth in the specifications, without exception of any kind, unless said exception is specifically stated in writing as a part of this bid. With respect to any such exception, I recognize that the Authority reserves the right to reject any bid which, by reason of exceptions taken, is in the Authority's judgment non-conforming to the specifications.

I hereby certify that I have read the proposal submitted herewith and that I am authorized to make this proposal on behalf of the business entity whose name appears in it. I further certify that all items listed and all computations are accurate and have been verified.

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

SIGNATURE OF BIDDER: \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE PRINT OR TYPE:**  
NAME AND TITLE: \_\_\_\_\_  
BUSINESS NAME & \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**BID FORM**

This bid will not be accepted after 2:00 p.m., prevailing time, on December 29, 2011, at which time which time all bids will be publicly opened and read.

The Undersigned Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____

THE FOLLOWING PROPOSAL IS HEREBY MADE TO:

The Ocean County Utilities Authority  
501 Hickory Lane  
Bayville, New Jersey 08721

The Undersigned Bidder hereby certifies that he has carefully read and understands the requirements set forth in the Advertisement for Bids, Instructions to Bidders, General and Technical Specifications and the Bid Form and offers the following Bid:

BID ITEM	QUAN	UOM	MH DIAM.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	50	VF	Less than or equal to Nominal Dia. of 4 FT	Resurfacing with high early strength material.		
2	80	VF	Less than or equal to Nominal Dia. of 5 FT	Resurfacing with high early strength material.		
3	80	VF	Less than or equal to Nominal Dia. of 6 FT	Resurfacing with high early strength material.		
4	50	VF	Less than or equal to Nominal Dia. of 8 FT	Resurfacing with high early strength material.		
5	75	VF	Less than or equal to Nominal Dia. of 4 FT	Application of spray applied epoxy lining to MH walls, coating thickness (minimum DFT) one coat at 125 mils.		
6	150	VF	Less than or equal to Nominal Dia. of 6 FT	Application of spray applied epoxy lining to MH walls, coating thickness (minimum DFT) one coat at 125 mils.		
7	60	VF	Less than or equal to Nominal Dia. of 8 FT	Application of spray applied epoxy lining to MH walls, coating thickness (minimum DFT) one coat at 125 mils.		
8	500	SF	N/A	MH Bench and flow channel rehabilitation.		
9	50	Gallons	N/A	Infiltration repair, if and where directed, as specified, per gallon.		
10	40	VF	Chamber 12' x 12'	Resurfacing with high early strength material.		
11	40	VF	Chamber 12' x 12'	Application of spray applied epoxy lining to MH walls, coating thickness (minimum DFT) one coat at 125 mils.		
12				Owner-Requested Additional Work		\$10,000.00
13	Man- hours			Cash Allowance Uniformed Police Officers		\$10,000.00

VF = VERTICAL FEET

SF = SQUARE FEET

**TOTAL BID AMOUNT \$** \_\_\_\_\_

If the bidder is a Corporation, give the following information:

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tax ID # \_\_\_\_\_  
Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_  
Signature of Bidder \_\_\_\_\_  
(Name & Title)

Incorporated under the laws of the State of \_\_\_\_\_

President \_\_\_\_\_  
(Name)

Secretary \_\_\_\_\_  
(Name)

Treasurer \_\_\_\_\_  
(Name)

Dated: \_\_\_\_\_ (AFFIX CORPORATE SEAL HERE)

If the bidder is a Partnership, Individual, or Non-Incorporated Organization, give the following information:

Name of Company \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tax ID # \_\_\_\_\_

Telephone # \_\_\_\_\_ FAX # \_\_\_\_\_

Signature of Bidder \_\_\_\_\_  
(Name & Title)

Names and Addresses of  
Members of Company \_\_\_\_\_  
\_\_\_\_\_

OWNERSHIP STATEMENT

If the Bidder is a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the Bidder, in compliance with P.L. 1977, Chapter 33, shall submit, with his bid, the following statement setting forth the names and addresses of all stockholders or individual partners who own 10% or more of its stock or interest. If one or more such stockholder or partner is itself a corporation, partnership, limited partnership, limited liability corporation, limited liability partnership or a subchapter S corporation, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

**IF NONE, SO STATE or CHECK HERE**

INDIVIDUAL

ADDRESS

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I certify that the foregoing information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Title

**NON-COLLUSION AFFIDAVIT**

STATE OF

SS:

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 \_\_\_\_\_, (Title), of the firm of \_\_\_\_\_, the Bidder,

making the Bid for the following named project: \_\_\_\_\_, and that I executed the said Bid, 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 Bid and in this affidavit are true and correct, and made with full knowledge that The Ocean County 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 employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(Type or print name of affiant)

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

\_\_\_\_\_  
Notary Public of

My commission expires \_\_\_\_\_, 20 .  
(Seal)

**AFFIRMATIVE ACTION QUESTIONNAIRE**

PLEASE COMPLETE THIS QUESTIONNAIRE AND RETURN IT WITH YOUR BID. IN THE EVENT YOUR COMPANY IS AWARDED A CONTRACT WE WILL PROVIDE YOU WITH THE PROPER FORM AS YOU HAVE INDICATED.

DOES YOUR COMPANY HAVE A FEDERAL APPROVED AFFIRMATIVE ACTION PLAN?

YES ( )                      NO ( )

\*IF **YES**, SUBMIT A PHOTO COPY OF THE FEDERAL LETTER OF APPROVAL  
(FEDERAL LETTER MUST BE LESS THAN ONE YEAR OLD)

\*IF **NO**, DOES YOUR COMPANY HAVE N.J. STATE CERTIFICATE OF EMPLOYEE  
INFORMATION REPORT>

YES ( )                      NO ( )

\*IF YES, SUBMIT A PHOT COPY OF THE CERTIFICATE.

\*IF NO, AN AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (A.A.302)  
WILL BE PROVIDED TO YOU AT THE TIME OF AWARD.

I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT TO BEST OF MY KNOWLEDGE.

NAME: \_\_\_\_\_

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

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

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