

FURNISH, DELIVER AND INSTALL
WATER SERVICE LATERALS AND
APPURTENANCES IN VARIOUS
LOCATIONS



May 6, 2024

ATLANTIC CITY MUNICIPAL UTILITIES
AUTHORITY

401 North Virginia Avenue
Atlantic City, New Jersey 08401

Prepared By:
ACMUA Operations Dept.
401 N. Virginia Avenue
Atlantic City, New Jersey 08401

ADVERTISEMENT

SEALED BIDS for furnishing all labor, tools, equipment of every description, all materials and supplies except those supplied by the Atlantic City Municipal Utilities Authority and furnishing whatever else is necessary to FURNISH, DELIVER AND INSTALL WATER SERVICE LATERALS AND APPURTENANCES IN VARIOUS LOCATIONS, and such related work as is specifically described in and in strict accordance with specifications for said work adopted by the Board of Directors of the Atlantic City Municipal Utilities Authority on December 20, 2023 will be received when called for by the Purchasing Board of said Authority at a meeting to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, on May 6, 2024 at 9:00 A.M. prevailing time, at which time the sealed proposals will be publicly opened and read.

Each bid must be accompanied by a certified or cashier's check drawn upon a national or state bank or trust company, payable to the Atlantic City Municipal Utilities Authority in the amount of not less than TEN PERCENTUM (10%) of the total amount bid; or a bid bond for the same amount, but in no case in excess of \$20,000.00.

The successful bidder will be required to furnish a surety bond of a company authorized to do business in the State of New Jersey in a sum equal to ONE HUNDRED PERCENTUM (100%) of the total contract price.

All proposals must be submitted on the Proposal Form approved and adopted as aforesaid or on an exact replica as to wording and punctuation. Copies of such Proposal Form and of the Advertisement, Instructions to Bidders, Specifications and Plans may be obtained from the office of the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ, for a non-refundable fee of TWENTY DOLLARS (\$20.00) per set. All purchasers of these specifications may request an electronic copy be emailed to them.

Bidders' attention is called to the requirements of N.J.R.S. 34-11.56.25 et seq., Prevailing Wages on Public Contracts, and United States Department of Labor Determination Decision No. NJ 75-3049 Mod. No. 5, with the higher rate for any given occupation being the governing rate, and N.J.S.A. 10:2-2-1 et seq., prohibiting discrimination in employment on public contracts.

Bids may be mailed or delivered to the Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, PO Box 117, Atlantic City, NJ 08404, or presented to the Purchasing Board of the said Authority in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, at the time of calling for proposals. The Board of Directors of the Atlantic City Municipal Utilities Authority reserves the right to reject any and all bids if it deems it in the public interest to do so.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27.

Clifford Keen
Deputy Executive Director Operations

INSTRUCTIONS TO BIDDERS

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
INSTRUCTIONS TO BIDDERS**

Sealed re-bids or proposals TO FURNISH, DELIVER AND INSTALL WATER SERVICE LATERALS AND APPURTENANCES IN VARIOUS LOCATIONS, submitted on the Proposal Form attached hereto, as specifically set forth in the annexed specifications, will be received by the Purchasing Board at a meeting of the said Board to be held in the Authority Conference Room, 401 N. Virginia Avenue, Atlantic City, NJ, on Monday, May 6, 2024 at the hour of 10:00 A.M. prevailing time, and immediately thereafter at said time and place the bids will be publicly opened and read and the award of the contract, if awarded, will be made by Resolution by the Board of Directors as soon thereafter as practicable.

METHOD OF SUBMITTING BIDS

Bids may be hand delivered to the Authority office or forwarded by United States Mail or any other mail or freight carrier. The Authority disclaims any responsibility for bids received beyond the bid-opening deadline. Bids received beyond the bid-opening deadline will be returned unopened to the return address shown on the bid envelope. Bids may be delivered at the time of the bid opening, when called for.

RESERVATIONS OF THE BOARD OF DIRECTORS

The Board of Directors of the Atlantic City Municipal Utilities Authority may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids as it shall deem it best for the public interest to do so. Any changes, alterations or corrections on the Proposal Form must be initialed by bidder. The Atlantic City Municipal Utilities Authority shall award or reject all bids within sixty (60) days after receipt and opening of bids.

The Board of Directors, through the action of the Executive Director of the Atlantic City Municipal Utilities Authority, reserves the right at any time prior to the above cited time for the receipt of bids, to postpone the time for receipt of the bids or to amend the Specification, Plan(s) or Proposal Form in the interest of the Atlantic City Municipal Utilities Authority.

ALL BIDS MUST BE MADE UPON THE PROPOSAL FORM ATTACHED HERETO. THE PROPOSAL FORM SHALL BE SUBMITTED WITH THE INSTRUCTIONS TO BIDDERS, ADVERTISEMENT AND SPECIFICATIONS AS ALSO ATTACHED.

A corporate surety bond (Performance Bond) in the form satisfactory to the Authority Solicitor, and surety's responsibility satisfactory to the Executive Director, will be required in the penal sum equal to one hundred per cent (100%) of the contract amount for the work as finally awarded, as surety for the faithful performance of the contract and also for the payment of lawful claims of sub-contractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract.

The person or persons or body corporate to whom the contract will be awarded will further be required to execute and deliver the contract and the certificates of insurance in the form approved by

the Authority Solicitor, and the said bond duly approved as aforesaid, to the Executive Director of the Atlantic City Municipal Utilities Authority at their office, located at 401 N. Virginia Avenue, Atlantic City, NJ, within ten (10) days from the date of the service of a notice to the effect that the contract has been awarded; and in case of failure or neglect to do so, they may be declared by the Board of Directors to have abandoned the contract and be in default to the Authority to the amount of the certified or cashier's check or bid bond accompanying the bid; as herein provided, same to be forfeited to and retained by the Authority as liquidated damages for such neglect or refusal, and thereupon the work may be re-advertised and re-let and so on until the contract be accepted and executed; but if said bidder shall execute and deliver the contract and bond in the manner and within the time above specified, the amount of this deposit will be returned at the time of such delivery.

BID SECURITY

No Proposal will be received or considered unless accompanied by a certified or cashier's check upon a national or state bank or trust company, drawn to the order of the Atlantic City Municipal Utilities Authority, in the sum of not less than ten per cent (10%) of the total amount of the bid, but in no case in excess of \$20,000.00; or a bid bond in the same amount, which check or bid must not be enclosed in the sealed envelope containing the Proposal, but must be attached to the outside thereof in such manner as to be easily inspected and in case such shall be found to be defective such Proposal shall not be received and opened. All such deposits except that of the three lowest responsible bidders shall be returned to the respective bidders by the Executive Director within ten (10) days from the opening of bids. The bid deposit of the three lowest bidders will be returned by the Executive Director within three (3) days, Sundays and holidays excepted, after award of the contract and acceptance of the Contractor's performance bond.

CONTRACTOR'S RESPONSIBILITY

The Contractor is to verify all existing conditions at the location of the work and the (lump sum) price(s) bid is to include and cover all excavation, removal of material and objects and the furnishing of all necessary forms, materials and labor necessary to furnish in a thorough workmanlike manner a work complete in every detail notwithstanding that every item necessarily involved may not be particularly mentioned in the Plans and Specifications.

The Contractor will be responsible for protecting all existing street paving, drainage, public and private utilities and other structures, public or private.

NEW JERSEY STATE SALES TAX

Bidders are advised that the Atlantic City Municipal Utilities Authority is exempted from the New Jersey Sales and Use Tax Act under Section 9(a), (2) and (3) of the Act and will furnish the Contractor with "Contractor's Exempt Purchase Certificate" forms after the contract is awarded.

LAWS AND PERMITS

The Contractor will be responsible that they and their employees strictly observe the laws of the United States, the State of New Jersey, County Regulations, and Ordinances of the City of Atlantic City affecting operations under this contract.

Permits of the City of Atlantic City and the other localities listed in the paragraph immediately above are required where applicable.

LABOR AND WAGES

All mechanics, workmen and laborers while engaged in the work to be done hereunder, shall work no more than eight (8) hours in any one day and their compensation shall be no less than the prevailing rate of daily wages in the locality where the work is performed, all in accordance with the provisions of the New Jersey Revised Statutes 34:11-56.25, and any amendments and supplements thereto.

In aid of the foregoing provisions of the Revised Statutes of the State of New Jersey 34:11-56.25 to accomplish a public policy concerning prevailing rates, the successful bidder promises and agrees to the following:

The Contractor or their sub-contractor(s) shall pay all mechanics, workmen and laborers employed directly upon the site of the work unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated herein regardless of any contractual relationship which may be alleged to exist between the Contractor or sub-contractor and such laborers, workmen and mechanics; and the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work. The Engineer or Executive Director shall have the right to withhold from the Contractor so much of accrued payments as may be considered necessary by the Engineer or Executive Director to pay to laborers, workmen and mechanics employed by the Contractor or any sub-contractor on the work, the difference between the rate of wages required by the contract to be paid laborers, workmen and mechanics on the work and the rates of wages received by such workmen, laborers and mechanics and not refunded to the Contractor, sub-contractor or their agents. Said Engineer or Executive Director shall certify to the Board of Directors the amount or amounts to withhold from the Contractor.

In the event it is found by the Engineer or Executive Director that any laborers, workmen or mechanics employed by the Contractor or any sub-contractors directly on the site of the work covered by the contract have been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the Authority may by written notice to the Contractor terminate their right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the Contractor and their sureties shall be liable to the Authority for any excess costs occasioned by the Authority thereby.

While the wage rates shown are the minimum hourly rates required by the specifications to be paid during the life of the contract, it is the responsibility of the bidders to inform themselves as to the local labor conditions such as length of workday and work week, overtime compensations, health

and welfare contributions, labor supply and prospective changes or adjustment of wage rates. The Contractor shall abide by and conform to all applicable laws concerning prevailing wage rates. No increase in contract price shall be allowed or authorized on account of payment of wage rates in excess of those required.

A copy of the Prevailing Wage Rates as determined by the Commissioner of Labor and Industry pursuant to R.S. 34:11-56.30 is attached hereto, and each bidder should examine same prior to submitting a bid on this contract.

PAYROLL RECORDS

Each Contractor or sub-contractor shall preserve their weekly payroll records for a period of three years from the date of completion of the contract. The payroll records shall set out accurately and completely the name, occupation and hourly wage rate of each employee, hours worked by him during the payroll period, the full weekly wages earned by him, any deductions made from such weekly wages and the actual weekly wages paid to him. Such payroll records shall be made available at all times for inspection by the Engineer, Executive Director, or other authorized Authority official.

The Contractor shall submit to the Executive Director or the Executive Director's representative, weekly, an affidavit signed by the Contractor to the effect that all of the Contractor's employees and all employees of sub-contractors have been paid not less than the prevailing wage.

In the hiring of laborers, workmen and mechanics for the performance of the work hereunder, the Contractor or any person acting on their behalf shall comply with the provisions of the New Jersey Statutes, 10:2-1 to 4, which prohibit any discrimination and shall also comply with the provisions of New Jersey Revised Statutes, 34:9-1, et seq., which provide for the preference in employment to be given citizens of the State of New Jersey.

DOMESTIC PRODUCTS

Only manufactured products of the United States, wherever available, shall be used by the Contractor in performing the work required hereunder as provided by R.S. 40:11-18.

PENALTIES

In case the Contractor shall fail to complete the work hereunder within the time limit herein fixed they shall and will pay to the Authority.

FIRST: The amount or amounts of wages paid by the Authority to any inspector or inspectors necessarily employed on the work after such time limit has expired.

SECOND: The sum of Two Hundred Dollars (\$200.00) for each and every working day the time consumed in the performance and the completion of the work may exceed the time herein allowed for the purposes.

It is agreed by both parties hereto that said amounts and sums above mentioned shall be deemed and taken in all courts to be liquidated and admitted damages for the nonperformance of the work within the time limit hereinafter set forth and not as a penalty.

The Executive Director shall determine and certify the amounts and sums thus claimed by the Authority as such liquidated damages to the Board of Directors, who shall deduct and retain the same out of any moneys due or become due the Contractor under this contract.

UNIT PRICE BIDDING - QUANTITY AND DELIVERY

The quantities cited under the items in the Proposal Form for unit price bidding, though stated with as much accuracy as possible in advance, are approximations only. Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may prefer as to the accuracy of the quantities and shall not after submission of the proposal dispute or complain of such statements or estimates; or assert there was any misunderstanding in regard to the nature or amount of the work to be done.

The Authority reserves the right to vary the amount of work to be done, without limitation and no extra compensation, beyond the amount payable for the several classes of work which shall be ordered by the Authority to be done and which shall be actually performed by the Contractor at the prices therefore to be specified by the successful bidder shall be due and payable for the entire work.

Should the quantities of the work actually performed amount to more or less than that mentioned in the estimate, the Contractor will not be entitled to any claim for damages by reason of such variance, but it will entitle both parties of the contract to an equitable adjustment of the time fixed by the Contractor for the completion of the work, such adjustment to be based upon the relation between the cost of the work as per the estimate and the cost of the work actually done.

PLANS, SPECIFICATIONS AND EXISTING CONDITIONS

Before submitting their proposal the bidder shall be familiar with the plans, specifications, instructions to bidders, advertisement and proposal form, all of which documents will form part of the contract. They shall have investigated in detail the sites of the project and shall make such examination thereof as may be necessary to be satisfied in regard to the character and amount of the work involved. They shall be satisfied that they can secure the necessary labor and equipment and that the materials they propose to furnish and use will comply with the requirements thereof and can be obtained by them in the quantities and at the time required.

The work shall be performed in accordance with the requirements of the plans and specifications and other contract documents. The plans and specifications are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Should any work be required which is not denoted in the specifications or on the plans because of an obvious omission, but which is nevertheless necessary for the performance of the contract, such work shall be performed as fully as if it were described and delineated.

It is the obligation of the Contractor to have ascertained for themselves before submitting their proposal or bid all the facts concerning conditions to be found at the location of the work, including all physical characteristics above, on and below the surface of the ground to fully examine the plans and to read the specifications, to consider fully these and all other matters which

can in any way effect the work under this contract and to make necessary investigations relating thereto and they agree to this obligation in signing the contract. The Authority assumes no responsibility whatsoever with respect to ascertaining for the Contractor, who agrees that they will make no claim and has no right to additional payment or extension of time for completion of the work or any other consideration because of any misinterpretation or misunderstanding on their part of this contract because of any failure on their part to fully acquaint themselves with all conditions relating to the work.

The Contractor is to provide all new materials, plant, tools and machinery and labor to fully and in a thoroughly workmanlike manner complete the work shown on the plans and in accordance with these specifications.

LINES AND GRADES OF THE WORK

The lines and grades for the work will be furnished when necessary by the Authority Executive Director. It is the responsibility of the Contractor to protect and maintain the grade stakes furnished by the Executive Director. If any such stakes be damaged, lost, displaced or removed and is required of the Authority Executive Director to reset or replace same, said work will be done at the charge to the Contractor at a cost of Forty Dollars (\$40.00) per hour.

The Contractor must take care of such stakes and bench marks placed as they will be held responsible if by reason of their loss or displacement any of the construction is placed out of line or at wrong grade.

OTHER CONTRACTORS

The Contractor's attention is particularly called to this section of the specifications. During the performance of the work of this contract other Contractors of the Authority and agencies or Contractor or other utility companies may be performing with simultaneously. This Contractor must cooperate and proceed with the utmost harmony with the work by others in order to expeditiously, efficiently and progressively complete the Authority's overall project.

MAINTENANCE OF TRAFFIC

It is the intent that the contract shall be operated and proceeds with the maintenance of the normal vehicular and pedestrian traffic on all the streets to the greatest extent possible and said contract operation and procedures shall be subject to the approval of the Director of Public Works of the City of Atlantic City.

As to vehicular traffic it may be mandatory that the asphalt paving can only extend to the center line of the cross-street. Completion of the asphalt paving for the other half of the intersection can follow after traffic has been opened up on the one half side street completed.

As to pedestrian traffic, the public sidewalk width, the Contractor must maintain pedestrian traffic with a minimum of four feet plank platforms in maintaining the temporary pedestrian sidewalk width.

The Contractor will be responsible for coordinating his/her street opening repairs with Atlantic City Department of Public Safety, Police Traffic Division, to facilitate maintenance of traffic flow as approved in accordance with Ordinance No. 66 of 1998.

The Authority reserves the right to suspend the Contractor's operation for the day or days that heavy peak bad traffic, peculiar to seashore activities, would warrant suspension.

DISPOSAL OF EXCAVATED MATERIALS

All materials excavated under the work of this project are to be disposed of properly at a lawfully registered site at the Contractor's expense.

EXCEPTIONS TO SPECIFICATIONS

If the bidder's specifications for furnishing products or equipment are in any respect not the equivalent of the detailed Authority specifications, this discrepancy must specifically be called to the attention of the Authority in the bidder's proposal.

SPECIFICATIONS AND PLANS FURNISHED

The successful bidder (Contractor) will be furnished, upon request, three (3) sets of plans and specifications. Sets requested over three will be charged to the Contractor at the accepted copying fees and deducted from the semi-final payments.

PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible to protect and save harmless public and private property or utilities. The Contractor shall at all times safely guard the owner's property and that of adjacent property from injury or loss in connection with this contract. They shall at all times safely guard, employing watchmen to the extent necessary and protect their own work and materials and that of the adjacent property.

The Contractor shall provide sufficient watchmen, provide lights and take all other precautions, including any which may be ordered by the Executive Director, which may be necessary for the safety of the public and protection of the work.

GUARANTEE

The Contractor shall guarantee all work done under this contract as to materials, labor and operation for a period of one year from date of final acceptance and any defects which arise during the period due to defects in materials or workmanship shall be made at the Contractor's expense.

FINAL CLEARING UP

Before final acceptance of the work the Contractor shall remove all equipment, temporary

work, new and useless materials and rubbish, and leave the site of the work in a clean, orderly and sanitary manner.

INSURANCE

The successful bidder (Contractor) shall be required to submit satisfactory evidence and during the course of the work herein contemplated maintain such insurance in a responsible insurance company authorized to do business in the State of New Jersey and shall fully and adequately protect the Authority against all damage claims and specifically shall carry Workers' Compensation Insurance coverage in compliance with the Statutes of the State of New Jersey in such case made and provided; Employer's Liability Insurance with minimum limits of \$100,000; and Public Liability Insurance in limits of not less than \$1,000,000/\$2,000,000 for personal injuries and death, and \$1,000,000/\$2,000,000 for property damage, insuring the bidder (Contractor) as well as the Atlantic City Municipal Utilities Authority as an additional insured and providing further that such liability insurance coverage shall be considered as primary and not as excess insurance.

CONTRACTOR'S LICENSE

A Contractor's license, issued by the City of Atlantic City, is required of all sub-contractors working within the limits of Atlantic City. All bidders are required to meet the Contractor's Licensing Regulations indicated in Ordinance No. 29 of 1977 of the City of Atlantic City. Information and application procedures can be obtained from the Division of Construction, Room 101, City Hall, 1301 Bacharach Blvd., Atlantic City, NJ 08401 (609-347-5660). Sub-contractors employed by the Contractor are also required to meet these regulations. The Contractor shall additionally secure any required Contractor licensing for working in the cities of Pleasantville and/or Absecon, NJ, as well as any required in Egg Harbor Township and Galloway Township in order to maintain compliance with their applicable City Ordinances, should such licensing be required for this project.

CONTRACT TIME

See Term of Contract.

PUBLIC WATER SUPPLY FACILITY SECURITY

The Authority in accordance with directions promulgated by the New Jersey Department of Environmental Protection and the United States Environmental Protection Agency has implemented a security policy and procedure for all authority personnel, contract services, and regulatory agencies accessing Authority owned public water supply facilities. The Authority in this regard will require the successful bidder to comply with the following procedures:

- a. All personnel and vehicles wishing to access the Authority transmission main facilities, plant facilities, water distribution system facilities, shall register their employees and vehicles at the authority operating facility responsible for the maintenance of the said facility to be accessed.
- b. All vehicles that will access Authority property must provide evidence of the ownership and/or leasing of vehicles by contractors and evidence of current insurance.
- c. All personnel are required to submit appropriate identification including, but not limited to valid driver's license, photo I.D. driver's license, to the Authority representative recording their presence of Authority facilities. The Authority will issue a visitor identification

document which is to be worn by the individual, in a readily visible manner, the entire time the individual is at Authority owned facilities.

- d. The Authority will issue a temporary "contractor" visitor identification document which is to be worn by the individual the entire time the individual is at Authority owned facilities for all personnel assigned to continuous work tasks for a period in excess of two weeks.
- e. All secure access gates on the Authority owned facilities shall be monitored with access being provided by Authority representatives only. The practice of additional locking devices shall be heretofore discontinued and Authority representatives shall provide admittance to facilities following verification that the individuals and vehicles have been properly recorded by the appropriate Authority operating facility.

The contractor's failure to comply with this provision may result in a stop work order or criminal charges being made by the Authority against individuals for failure to comply with Authority security policies.

The MUA's secured facilities shall include:

1. in Atlantic City:
 - a. All locations that require access through a gated fence: the employee parking lot on Virginia Avenue and all areas that are accessed through the gate on Maryland Avenue.
 - b. All interior locations of the Distribution Yard and the Main Office whether accessed through Maryland Avenue or Virginia Avenue, with the exception of the open foyer on the Virginia Avenue side of the building.
2. in Pleasantville and Egg Harbor Township:
 - a. All locations that require access through a gated fence or doorway.
3. The following standards shall apply to all persons:
 - a. Everyone must be logged in by listing of their complete name, the date and time of entering the facility and either the purpose of the visit or the name of the person they are visiting. This shall also apply to the open foyer in the Main Office on the Virginia Avenue side of the building.
 - b. Everyone within the secured facilities must have a photo-ID (driver's license) on file.
 - c. Everyone within the secured facilities must be identified by a visible MUA issued ID.
 - d. All vehicles within the secured facilities must have a copy of the vehicle registration and insurance ID card on file.
 - e. Visitors (non-employees) shall have their access restricted in all secured areas. They shall not enter any secured area unless escorted by an MUA employee or specifically approved by a manager.
 - f. Further, the location of this well is on the Federal Aviation Administration (FAA) Technical Center site in Egg Harbor Township, NJ. All employees of the Contractor shall comply with the security requirements of the FAA as well as those of the Authority.

PUBLIC WORKS CONTRACTORS' REGISTRATION ACT

No Contractor is permitted to bid on this contract unless the Contractor is registered pursuant to the New Jersey Public Works Contractors' Registration Act, N.J.S.A. 34:11-56.48 et seq. No Contractor shall list a sub-contractor in the bid proposal unless the sub-contractor is also registered pursuant to the Act at the time the bid is made. No Contractor or sub-contractor, including a sub-contractor not listed in the bid proposal, shall engage in the performance of any work under this

contract unless the Contractor or sub-contractor is registered pursuant to the Act. Each Contractor shall, after the bid is made and prior to the award of the contract, submit to the Owner, the certificates of registration for all sub-contractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration. A copy of the Contractor's current certificate of registration must be submitted with the bid proposal.

SUBMISSIONS

Bidder shall submit all information required with this bid that is specified to be submitted. Failure on the part of the bidder to submit such information may render their bid invalid. Failure to furnish any further requested information shall render a bid invalid. Such further information requested shall be in sufficient detail as to indicate conformance or non-conformance with the detail specifications. Should such information indicate non-conformance with detail specifications, then bid shall be considered informal and invalid.

EQUIPMENT

The Contractor shall be responsible to place on the job site all equipment necessary to complete the work.

MATERIAL AND WORKMANSHIP WARRANTY

The Contractor warrants that all workmanship, material and equipment furnished and installed by him shall be free of defects for a period of one (1) year after acceptance of the work and should such defects appear the Contractor will repair or replace such defects at no cost to the Authority.

PATENT CLAIMS

The Contractor agrees to protect and save harmless the Authority from all and every demand for damages, royalties or fees or any patented invention used by him in connection with the work done or materials furnished under this contract unless the article or invention is clearly and specifically required by the contract, if so demanded by the Authority, to furnish said Authority with a proper legal release or indemnity from and against all such claims; and that any or all payments may be withheld from said Contractor until said release is furnished if the Authority so elects.

INDEMNIFICATION AGAINST CLAIMS

The Contractor shall indemnify and save harmless the Authority from and against all suits, claims, actions or judgments for any injury or damage sustained or alleged to have been sustained by any party or parties in the work specified or any part thereof; or for any negligence in guarding the same or by or on account of any act of commission or omission of said Contractor, their agents or employees; and in case any such action shall be brought against the Authority they shall immediately take charge of and defend same at their own cost and expense. The Authority may, if it so desires, defend such action and charge the expense of same to the Contractor.

WAGES, WORKING CONDITIONS, ETC.

All mechanics, workmen and laborers while engaged in the work to be done hereunder shall work no more than eight (8) hours in any one day and their compensation shall be no less than the

prevailing rate of daily wages in the locality where the work is performed, all in accordance with the provisions of New Jersey Revised Statutes 34:10-1 and any amendments and supplements thereto.

In aid of the foregoing provisions of the Revised Statutes of the State of New Jersey 34:10-1 to accomplish a public policy concerning prevailing wages, the successful bidder promises and agrees to the following:

The Contractor or their sub-contractor shall pay all mechanics, workmen and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at wage rates not less than those in effect for the employees classification, between the Contractor or sub-contractor and such laborers, workmen and mechanics; and the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work. The Executive Director shall have the right to withhold from the Contractor so much of accrued payments as may be considered necessary by the said Executive Director to pay laborers, workmen and mechanics on the work and the rates of wages received by such laborers, workmen and mechanics and not refunded to the Contractor, sub-contractors or their agents. Said Executive Director shall certify to the Board of Directors the amount or amounts to withhold from the Contractor. In the event it is found by said Executive Director that any laborer, workman and/or mechanic employed by the Contractor or any sub-contractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the Authority, they may by written notice to the Contractor terminate their right to proceed with the work or such part of the work as to which there has been a failure to pay said required wages and prosecute the work to completion by contract or otherwise, and the Contractor and their sureties shall be liable to the Authority for any excess costs occasioned to the Authority thereby.

It is the responsibility of bidders to inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of wage rates. The Contractor shall abide and conform to all applicable laws concerning prevailing wage rates. No increase in contract prices shall be allowed or authorized on account of payment of wage rates in excess of the rates in effect at the execution of this contract.

The Contractor agrees to pay the prevailing wage rate for each craft; trade or classification of all workers needed to perform the work under this contract and said Contractor stipulates that all workers shall be paid not less than the prevailing wage rates. If it is found by the Authority that any worker employed by the Contractor or any sub-contractor is paid less than the required wage rates, the Authority may terminate the Contractor's rights to proceed with the work and the Authority would then reserve the right to prosecute the work to completion and charge the costs thereof against the Contractor. The Authority reserves the right to require the Contractor to file written statements certifying to the amounts then due and owing to any and all workers, said statements shall set forth the names of the persons and the amount due to each, verified by the oath of the Contractor.

Payroll Records: Each Contractor or sub-contractor shall preserve their payroll records for a period of three (3) years from date of completion of the contract. The payroll records shall set out accurately and completely the name, occupation, hourly wage rate, the full weekly wages earned by each worker and deductions made from such weekly wages made available at all times for inspection by the Executive Director or their duly authorized representative.

In the hiring of laborers, workmen and mechanics for the performance of the work here under the Contractor or any person acting on their behalf shall comply with the provisions of New Jersey Revised Statutes 10:2-1 to 4, which prohibits any discrimination and shall also comply with the provisions of New Jersey Revised Statutes 34:9-1 et seq. which provides for the preference in employment to be given to citizens of the State of New Jersey.

INSPECTION OF WORK

The work shall at all times be subject to inspection by the Executive Director or their representatives to see that said work conforms to the Specifications. Such inspection shall not relieve the Contractor from any obligation to perform said work in accordance with the specifications or any modifications thereof, as herein provided. Work not done strictly in accordance with the specifications shall be corrected and made good by the Contractor at their sole expense when ordered by, and to the satisfaction of, the Executive Director without reference to any previous oversight or error in inspection.

PAYMENT

Payment by the Authority for the work accepted under the contract shall be the unit price bid which shall include all costs for transportation, superintendence, labor, tools, equipment and implements, facilities of every description, accessories, materials, delays and costs of any nature growing out of the work.

Payment by the Authority for said work and items delivered and accepted shall be made within thirty (30) days after the contractor has submitted a bill to the Executive Director based on the unit price bid with a properly executed voucher. (Printed voucher forms may be procured without cost from the office of the Atlantic City Municipal Utilities Authority, Water Department.) The Application for Payment must be submitted to the Authority at least 14 days prior to the monthly Board meeting to be considered for payment at the Board meeting.

The Atlantic City Municipal Utilities Authority is a public entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment or retainage monies. Therefore, the amount due may be approved and certified at the next scheduled public meeting of the MUA's Board of Directors, and paid during the MUA's subsequent payment cycle.

TERM OF CONTRACT

The term of the contract, if awarded, shall extend for a period of two (2) years from date of execution of the contract documents.

CHANGE ORDERS

Due to the specific nature of this contract, change orders for price increases by the Contractor should not be necessary. However, should the Contractor believe that a change order is justified; said Contractor must submit said request to the Authority Executive Director in writing for their consideration before any work that the Contractor deems to require a change order is performed. Should said work that the Contractor alleges needs a change order be conducted without the

expressed, written consent of the Authority Executive Director, the unit price herein described in this contract governing the Contractor-alleged change order item shall prevail and be paid by the Authority.

AFFIRMATIVE ACTION EMPLOYEE REPORT COMPLIANCE

The Authority in its policy to maintain compliance with the New Jersey Department of the Treasury, Affirmative Action Office's requirements for reporting of its Contractors' employment data will require ALL Contractors to submit prior to the award of a contract by the said Authority a Bidder's Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury, Affirmative Action Office.

Clifford Keen
Deputy Executive Director Operations

GENERAL REQUIREMENTS



Resolution No. 267
Date September 9, 1999

Atlantic City Municipal Utilities Authority

RESOLUTION

WHEREAS, the failure historically to gain meaningful employment by the traditionally deprived has resulted in the necessity for the development of an Affirmative Action Program aimed at insuring that equal employment opportunities are offered to all regardless of race, creed, color, sex, religion or national origin.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Atlantic City Municipal Utilities Authority (MUA) that it is the public policy of the Authority to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations and to prohibit discrimination in employment and business practices because of race, color, religion, sex, ancestry or national origin, and to promote the full realization of equal employment and business opportunity through a positive and continuing program within each department, division, agency or component of the Authority. This policy of equal employment and business opportunity shall apply to every contractor, subcontractor or bidder holding or seeking public contract with the Authority, and is intended to provide all businesses for the Authority equal opportunity to participate in the filling of the Authority non-bid purchase orders up to legal non-bid limit.

BE IT FURTHER RESOLVED, that the Authority shall establish and maintain a positive program of equal employment opportunity for all employees and applicants for employment within their jurisdiction in accordance with the policy set forth above.

BE IT FURTHER RESOLVED, that all public contracts hereinafter entered into by the Authority shall incorporate an Equal Employment Opportunity Clause which shall read as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the work "TREATED" shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a minimum of ten percent (10%) certified minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal.



Agenda No.
Resolution No. 267
Date September 9, 1992

Atlantic City Municipal Utilities Authority

RESOLUTION

Continued - Page 2

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractor shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, a file compliance reports with the Authority in the form and to the extent prescribed by the Authority Compliance reports filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor of purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the programs as herein stated and described, that finding will subject the offending party to any or all of the following penalties.

- a. Continued withholding of all future payments under the public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b. Refusal of all future bids for any public contract with the Authority or any of its departments or division until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.



Agenda No.
Resolution No. 267
Date September 9, 1992

Atlantic City Municipal Utilities Authority

RESOLUTION

Continued - Page 3

BE IT FURTHER RESOLVED, that the office of the Assistance Executive Director of the Authority shall establish any and all necessary and supplemental documents that will be required to effectively implement the Authority Affirmative Action Resolution of the Authority. All notices to prospective bidders published on behalf of the Authority shall include as a part of the contract specifications, the condition that all bidders will be required to submit an affirmative action plan and to comply with the Equal Employment Opportunity Resolution regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the Authority Each bidder shall file as part of bid documents an Affirmative Action Plan for implementing the policy of this resolution, employment information reports, or other reports as may be required by the Authority The contractor must identify all of his subcontractors and must disclose where they are buying all of his supplies before approval of the subcontractors. The Contractor shall cooperate with those appropriate training agencies as designated by the Authority in providing on and off site training for persons employed in the project and shall provide on site job opportunities to basic and advanced trainees referred to them by the Authority. The total cost of the training on and off site programs, including fringe benefits and the cost of off site schooling will be paid for by the contractor. The cost of such training shall be included in the price bid.

BE IT FURTHER RESOLVED, that where construction contract exists, a project site report in a form defined by the Authority shall be completed and submitted by the contractor not more than 30 days from the beginning of work on the site, and the Authority shall conduct such periodic on site reviews as are deemed necessary. Such project site reports shall include such information as to the employment practices and statistics of the contractor and each subcontractor, and shall be in such form as the Authority may prescribe. Where the term of the contract exceeds 30 days, such project site reports shall be submitted once each 45 days, or more frequently if the Authority determines that such submittal is deemed necessary for a continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the contractor for transmittal to the Authority.

BE IT FURTHER RESOLVED, that in the event specific discriminatory practices are found to exist in the administration and enforcement of this resolution in addition to the sanctions that may be imposed as provided by the terms of the contract, the Authority shall forward all pertinent information the appropriate Federal, State and local agencies.



Agenda No.
Resolution No. 267
Date September 9, 1992

Atlantic City Municipal Utilities Authority

RESOLUTION

Continued - Page 4

BE IT FURTHER RESOLVED, that in the event a contractors fails to cooperate in reaching mutually satisfactory solutions to his/her failure to comply with this resolution or to implement contract compliance agreements previously made, the Authority shall review such cases to determine:

- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

In the event the Authority determines that the contractor has violated or has failed to comply with the equal employment and business opportunity requirements of the contract, after affording such contractor a reasonable time to correct the situation and where negotiations have been of no avail, it shall make a finding under paragraph 1 of this Section, and shall transmit said findings and recommendations thereon to the Authority's Executive Director, the Contracting Agency, Law Department, and any other Agencies it may deem appropriate.

BE IT FURTHER RESOLVED, that each section and each provision or requirement of any Section of the resolution shall be considered severable, and the invalidity of any portion of this resolution shall not effect the validity or enforceability of any other portion.

BE IT FURTHER RESOLVED, that this resolution the masculine gender shall include the feminine and the singular plural.

Upon motion this Resolution was ADOPTED as Read.

JOHN J. MOONEY, VICE CHAIRMAN/SECRETARY

**ATLANTIC CITY MUNICIPAL UTILITIES
AUTHORITY AFFIRMATIVE ACTION
PROGRAM REQUIREMENTS**

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent

with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

Name of Company: _____

Name of Highest Official: _____

Title: _____

Signature: _____

SCHEDULE OF MINORITY CONTRACTOR AND/OR SUPPLIERS

THIS FORM IS TO BE COMPLETED BY BIDDERS

Name of Minority Business Firms And Agent's Name	Specify type of Work to be Done	Dollar Amount of Participation (Minimum of 10% Of Total Amount
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The Atlantic City Municipal Utilities Authority requires that:

1. Minority contractors and/or suppliers be certified by the City of Atlantic City and/or the State of New Jersey
2. Certification and letters of interest from all firms listed above must be attached to this form
3. THIS PROPOSAL MUST BE COMPLETED AND SUBMITTED WITH THE BID OR PROPOSAL

BIDDERS SIGNATURE: _____ DATE: _____

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

(Signature)

(Date)

(Name and Title of Signer – Please Type)

NOTE: Penalty for making false statements in offers as prescribed in 18 U.S.C. 1001.

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

(Signature)

(Date)

(Name and Title of Signer – Please type)

AFFIRMITIVE ACTION EMPLOYEE INFORMATION REPORT

I have enclosed herewith a completed copy of the Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury, Affirmative Action Office.

Bidders Signature

Print or Type Name

TECHNICAL SPECIFICATIONS

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
DETAIL SPECIFICATIONS FOR FURNISHING, DELIVERING & INSTALLING
WATER SERVICE LATERALS & APPURTENANCES IN VARIOUS LOCATIONS**

GENERAL REQUIREMENTS

1. Contractor's Office - The contractor shall maintain an office convenient to the site of the work during the period of construction, at which he or his authorized agent shall be present while the work is in progress. Copies of the contract, the work drawings if included in the contract documents, and of the specifications, including a copy of the Standard Specifications for installation of cast iron water mains approved June 7, 1964 by the American Water Works Association and the addendum attached thereto shall be kept on file at this office for reference at any time.

GENERAL SANITARY REQUIREMENTS

2. The contractor, when instructed to do so by the Authority, shall provide proper sanitary accommodations at convenient places on or near the work. Same shall be subject to the inspection of and shall be constructed and maintained in a manner satisfactory to the Authority. The contractor shall strictly enforce the use of said sanitary accommodations.

WORK IN BAD WEATHER

3. During freezing, stormy or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first class construction throughout.

NIGHTS, SATURDAY, SUNDAY AND HOLIDAY WORK

4. Unless otherwise especially permitted by the Authority, work shall not be done between the hours of 4:00 P.M. and 8:00 A.M. Saturday, Sunday, or any day which the Board of Directors of the Atlantic City Municipal Utilities Authority has declared as a holiday. If it shall become absolutely necessary to perform work at night or on any of the aforesaid days, the Authority shall be informed a reasonable time in advance of such necessity and their approval given before beginning performance of such work. Only such work shall be done at night as is permitted by the Authority and as can be done satisfactorily and in a first class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

OBSERVANCE OF LAWS AND ORDINANCES

5. The contractor shall be responsible and he and his employees strictly observe all Federal and State of New Jersey Statutes, Atlantic County Regulations and Ordinances of the City of Atlantic City applicable to the performance of the work under the contract.

PERMITS AND LICENSES

6. The contractor shall procure all licenses and permits required in the fulfillment of the contract at his sole expense.

CONTRACTOR MAY PURCHASE PIPE AND FITTINGS FROM AUTHORITY

7. The contractor may purchase from the Authority, if satisfactory to the Executive Director or his duly authorized representative, such pipe and fittings as he is required to furnish in connection with the contract, provided the same are on hand at the time of the purchase request and that no less than the current price of said pipe and fittings shall be paid the Authority therefore.

REQUIRED PRESSURE TESTS OF JOINTS

8. As pipe laying is completed for each water service lateral included in the contract, a pressure test shall be performed on each water service by filling the service lateral with water under system pressure through the corporation tapped into the existing water main. The Contractor shall inspect all joints to confirm there are no leaks prior to backfilling the area of excavation.

Each water service lateral shall be properly backed or blocked in a manner to prevent movement of the pipe and fittings at test pressure and provide a satisfactory closure for test purposes. After said tests are satisfactorily completed the contractor shall remove caps or plugs and backing or blocking installed for test purposes. The cost of the work herein specified shall be included in the unit price per foot for laying pipe.

COOPERATION WITH PUBLIC UTILITIES

9. Wherever gas mains, sewer mains, storm drains, electric or telephone ducts, electric, telephone or telegraph poles or other facilities are encountered and may be in any way interfered with, the contractor shall keep the utility company or city department involved fully informed in advance. The contractor shall cooperate with the utility company or the department of public works in the removal, relocation and replacement of such structure. Wherever city owned or private water mains, storm drains or sewer lines or railroad or trolley tracks are encountered, the contractor shall take special precautions to prevent breakage and interruption of service. Where private or publicly owned utility lines, tracks or other facilities require relocation before the work can proceed, the owner shall be promptly notified of the fact and he will relocate such lines; or the contractor may be ordered to do so as specified thereafter.

RELOCATION OR REMOVAL OF OBSTRUCTIONS

10. Wherever obstructions are encountered during the progress of the work which interfere to such an extent that an alteration in a line or grade is required, the engineer shall have the authority to order deviation in the line and grade and if removal, relocation or reconstruction is necessary, to arrange with the owners of the obstructions for removal, relocation or reconstruction of the same. The question as to whether such obstruction requires removal, relocation or reconstruction will be determined in each case by the Executive Director or his duly authorized representative who may order, in writing, the contractor to remove, relocate or reconstruct such obstruction if the corporation, person or persons controlling or using same will not remove, relocate or reconstruct same after due notice is given as hereinafter set forth. Any obstruction removed by the contractor without written order to do so by the Authority shall be replaced, rebuilt or reconstructed at the contractor's expense. However, no conduit, pipe, contrivance, appliance or appurtenance or portion thereof which may be found to interfere with or prevent the prosecution of the work shall be removed, reconstructed, replaced or altered by the contractor, under the direction of and by written order from the Authority, until expiration of forty-eight (48) hours from and after the service of a written notice signed by the Executive Director and delivered to the Atlantic City office of the corporation, person or persons using or controlling such interfering conduit, pipe, contrivance, appliance or appurtenance. The said written notice shall advise and inform such corporation, person or persons as to the nature of the interference and the location thereof; and require the same to be removed, reconstructed, replaced, relocated or altered to the extent required to enable the contractor to prosecute the work within forty-eight (48) hours after the service of such notice; and shall advise and inform it, him or them that in case of failure to comply with the terms of directors of such notice, the requisite work of removal will be done by the said contractor

and cost of same paid to the contractor from funds provided by the Authority and the amount so paid entered upon the books of the Authority as being due from the utility, corporation, person or persons so notified.

If such removal may, in the opinion of the Authority, endanger the health or security of the Authority or its customers or their property, the Executive Director or his duly authorized representative shall direct the contractor to reconstruct and replace such utility or portion thereof so removed, altering lines and grades thereof where necessary; or to construct new and additional pipes, conduits, contrivances, appliances and appurtenances in new locations as in his opinion may be required. Every such aforesaid notice to be served upon the utility corporation, person or persons using and controlling such utility, shall inform it, him or them of the Executive Director's intention to do this, and further state that the entire cost of such reconstruction, replacement, alteration or relocation of such new construction will be charged by the Authority against such corporation, person or persons and payment thereof will be duly demanded and enforced. The cost of all such work to be determined as provided in this proposal will be certified by the Executive Director to the Board of Directors, whereupon the same will be due and payable to the contractor as if the same were performed as extra work out of the funds provided for the installation of mains, but the amount so paid out shall be charged upon the books of the Authority as being due from such utility, corporation, person or persons using or controlling the utility or a portion thereof so reconstructed, replaced, altered or relocated or newly constructed.

If such removal will not, in the opinion of the Executive Director or his duly authorized representative, endanger the health or security of the Authority or its customers or their property, the Executive Director or his duly authorized representative will not direct the contractor to reconstruct, replace or relocate such utility or portion thereof so removed. The contractor shall proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures, both known and unknown, may be determined and he shall be held responsible for the repairs of such structures broken or otherwise damaged because of carelessness on his part.

INFORMATION ABOUT QUANTITIES OF WORK AND MATERIALS

11. To aid the Authority in determining quantities of work and materials to be paid, the contractor shall when requested give the Authority access to the proper invoices, bills of lading and any other required information and shall provide means and assistance for assuring any of the materials and amount of work. He shall carry out the work in such manner that required measurements can be properly made.

DRAWINGS AND INFORMATION TO BE FURNISHED BY CONTRACTOR

12. Whenever required the contractor shall furnish to the Executive Director or his duly authorized representative for his information and approval, copies of drawings in triplicate showing in detail any changes in the original plans, if changes are ordered or permitted by the Executive Director and the materials in, and construction of, any structure or part of structure to be built under this contract.

After completion of the entire work and before final payment by the Board of Directors, the contractor shall furnish an India ink drawing on tracing cloth, drawn to horizontal and vertical scales satisfactory to the Executive Director showing alignment and grade. On the said drawing

shall be shown the location, details of construction, and other pertinent information regarding anchorages, valves, hydrants, fittings, etc.

WATER SUPPLY

13. Water for use in mixing concrete, for testing, or for other purposes in connection with the work embraced by this contract may be obtained by the contractor without charge through hydrants or other connections satisfactory to the Executive Director at the pressure and quantity available.

The contractor shall install any necessary temporary water lines at his own expense and shall pay the Water Department of the Atlantic City Municipal Authority its established charges for taps made by said Water Department in the existing water main for that purpose.

PAID SERVICE RENDERED BY WATER DEPARTMENT

14. The Atlantic City Municipal Utilities Authority (the 'Authority') may, at its option, render such service to the contractor, if he request same in writing, as it renders in its normal operations for the general public; and the contractor shall pay in advance the fixed charges established by the Authority for such service.

If no fixed charge for a service requested by the contractor has been established by the Authority, the charge shall be on the basis of cost of material, labor and equipment used by the Authority in completing the service requested and shall be paid for by the contractor upon the completion of the service rendered by check payable to the Atlantic City Municipal Utilities Authority.

CARE AND PROTECTION OF WORK

15. From the start of the work until its completion, including extra work, the contractor shall be solely responsible for its care and for delivered materials intended to be used in the work beginning on the date of the execution of the contract. This responsibility applies to materials, if any, furnished by the Authority. All injury and damage to, and loss of same, from whatever cause, shall be made good at the contractor's expense before final estimate is made. He shall provide barricades, warning lights, means of protection for all materials intended to be used in the work and for all work in progress, as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work in progress of construction by freezing or inclement weather or any other causes, at any and all times.

CLEANING UP SITE

16. Upon completion of the work and before acceptance and final payment shall be made, the contractor shall, excepting as otherwise expressly directed or permitted in writing, clean and remove from the streets, sidewalks and adjacent property, all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private, including sidewalk paving and street paving which has been disturbed or damaged during the prosecution of the work, and leave the whole in a neat and presentable condition. No direct payment will be made the contractor for the work stipulated in this section but compensation for the same is understood to be included in the scheduled prices herein before given for the various kinds of work contemplated. As the various portions of the work are completed, the site shall be kept clean.

TEMPORARY VEHICULAR BRIDGES

17. Wherever it is necessary to open a trench entirely across any intersecting street, or where the trench crosses a driveway entrance, a suitable bridge shall be provided by the contractor and maintained by him until the trench is refilled and properly compacted. In an intersecting street, the trench shall be bridged for at least one half (1/2) of the width of such street. The trench may be left open entirely across the intersecting street without bridging if the contractor has previously obtained a permit to close the street or the intersection to traffic. The bridge shall be constructed of sound timber at least twelve feet (12') wide, of sufficient length to properly span the trench and of strength to safely carry a twenty (20) ton truck.

TEMPORARY FOOTBRIDGES

18. Footbridges shall be provided and maintained at all crosswalk intersections and where, in the opinion of the Executive Director or his duly authorized representative, unusual traffic conditions require it. Such footbridges shall be made at least four feet (4') wide and be provided with adequate handrails of dressed lumber.

RIGHT-OF-WAY

19. The Authority shall secure any rights-of-way through private property required for the work. The contractor shall not begin work in rights-of-way until directed by the Executive Director. No claim for damages due to delay in securing rights-of-way shall be made by the contractor.

OR EQUAL CLAUSES

20. Wherever a particular brand, make of material, device or equipment is shown or specified herein, another equal brand, make of material, device or equipment may be used, if approved in writing by the Executive Director or his duly authorized representative.

SAMPLES

21. Before work is begun the contractor shall submit for approval such samples of materials as may be required by the Executive Director. The Executive Director or his duly authorized representative shall also have the right to require the contractor to submit samples of materials during the progress of the work. All materials and workmanship must be equal in every respect to the samples submitted and approved.

PAYMENT ON BASIS OF CLASSIFICATION OF WORK

22. Payment for the work shall be made on the basis of the unit price bid in the proposal form under the various classifications listed therein and shall include the cost of materials, labor, equipment and implements, excavation, laying or setting, assembling, jointing, shoring, pumping, backfilling, paving, and all tasks necessary therefore in connection therewith and incidental thereto.

WATER SERVICE PIPE FITTINGS AND METER SETTINGS

23. Pipe for replacing existing water service laterals, sizes one inch (1"), one and one-half inch (1-1/2") and two inch (2") shall be of type "K" soft temper copper water service pipe and shall be of a manufacturer approved by the Executive Director or his duly authorized representative. Fittings for water service shall be bronze as manufactured by Mueller Co. catalog numbers or an approved equal as follows: Corporation Stops, No. H-15008 for 1" and No. H-15013 for 1-1/2" and 2" sizes; Corporation Connections, lead flange inlet to flare copper outlet, No. H-15505; Curb

Stops, No. H-15171 inlet conductive compression connection for CTS-OD one end, inside IP thread other end, or an approved equal; Straight Meter couplings, No. H-10890 with outside iron pipe thread on tail piece, machine outside and inside, 3/4" and 1", No. 10891 for 1-1/2" and 2", ribbed outside and cored inside, or an approved equal; Three Part Union Compression Connection for Type "K" Copper Water Service Pipe, No. H-15403, or an approved equal. All bushings used in the service connection to reduce the iron pipe thread outlet of the curb stop to the meter coupling size corresponding to the existing or proposed water meter shall be brass bushings of appropriate size. All of the aforesaid brass goods and fittings are to be used in the water service pipes to be installed or replaced and any approved equal fittings may be substituted upon approval of the Executive Director or his duly authorized representative.

METER BOX REQUIRING REPLACEMENT (SAID METER BOXES, FRAMES AND LIDS TO BE SUPPLIED BY THE AUTHORITY TO THE CONTRACTOR)

24. Meter boxes requiring replacement shall be of concrete or P.V.C. molded plastic for meters in sizes 5/8 inch to 1 inch inclusive. Said meter boxes shall be round and from the bottom to the opposite side provide an opening for entry and exit of service pipe 3 inches wide by 4 inches deep. For meters 5/8" to 1-1/4" inclusive in size, concrete meter boxes shall have 22" minimum inside diameters, 24-1/2" outside diameter and have a minimum depth of 30".

The meter boxes furnished by the contractor, if furnished by the contractor, shall be as per Quasite Corporation Meter Box Catalog No. PG 1730HAOO, PG 1730EA08, PG 1730BB22, or an approved equal, for meters 1-1/2" and 2" in size. The overall dimensions of the rectangular meter box for 1-1/2" and 2" meters shall be minimum 17" x 30" x 22". The installation shall further be provided with a 1-1/2" and 2" stop box outside the meter box for the curb stop as per Mueller No. H-10366 with No. 141-Q arch base or an approved equal. All pipe nipples and fittings from curb stop to meter setting shall be brass.

All costs resulting from the replacement of material included for this meter box item SHALL BE INCLUDED IN THE PRICE QUOTED FOR REPLACEMENT OF METER BOX. The only meter boxes which will be required to be replaced will be those which are broken either prior to installation of the service or in the process of installing the renewal copper water service line.

METER BOX COVERS

25. Covers for meter boxes for meter sizes 5/8" to 1-1/4" inclusive requiring replacement shall be as per Ford Meter Box Company round pit ring and lid Catalog No. 10, or an approved equal, Quasite Corporation meter box specified hereinabove as per Quasite Catalog No. PG 1730HA00 heavy duty locking cover.

All costs related in the replacement of meter box covers where required shall be included in the unit price quoted in the Proposal Form for the said item.

REPLACEMENT OF WATER SERVICE LATERALS

26. The work involved in this item will be the excavation of existing street, removal and disposal of asphalt and concrete, and when applicable, the existing water service lateral; installation of new copper water service of appropriate size, consisting of corporation connection, copper service pipe of appropriate size, curb stop, fittings, bushings, nipples, meter, etc., and backfilling the said excavation following the completion of the newly replaced water service lateral

in accordance with the Atlantic City Ordinances regulating this matter. The contractor shall include in the price quoted for this item all costs related to the excavation of the existing 4" asphalt paving and six to eight inch concrete base on each street where service laterals are to be replaced. The contractor shall additionally excavate the fill material from the bottom of the paving to a point at least 12 inches below the existing service lateral and its connection to the existing water main in the street. The Authority will indicate the approximate location of each water main where service laterals are connected.

The service lateral shall be replaced from the existing corporation tap into the main to the meter box located at the curb. The materials replaced shall include the corporation connection as per Mueller Catalog No. H-15505, lead flanged inlet to flare copper outlet corporation connection, or an approved equal; and appropriate linear feet of seamless copper water tube, Type "K", soft temper, the curb stop as per Mueller Catalog No. H-15172, or an approved equal; appropriate size brass bushing and appropriate size straight meter coupling as per Mueller No. H-10890 with outside iron pipe thread on tail piece machined inside and outside for 3/4" and 1" meters and H-10891 for 1-1/2" and 1" meters, or an approved equal. Each water service lateral replaced hereunder shall be provided with a new corporation connection, service pipe, curb stop and bushing, when necessary, and meter coupling.

The water services to be replaced hereunder shall be replaced with the following sizes: existing 3/4" taps, 1" taps and 1-1/4" taps shall be replaced with 1" copper service laterals with appropriate corporation connections to increase or decrease the size of the connection. It is further required that service laterals with 1" service pipe and 5/8" meter shall be reinstalled with 1" curb valves and 1" service laterals with 3/4" and 1" size water meters shall be installed with 1" curb valves. Existing 1-1/2" services and 2" services shall be installed with 1-1/2" and 2" size curb stops respectively unless otherwise directed by the Executive Director or his duly authorized representative. The backfilling of the trench for each service lateral excavated shall be filled with only clean fill material acceptable to the Authority and the balance of the trench shall be filled with roadway type gravel up to a point within two inches of the roadway surface where cold patch materials shall be used as temporary roadway paving. The cold patch material used shall be paid at the unit price bid for cold patch material. The installation of backfill material and temporary roadway paving shall be in accordance with the provisions of Ordinance 66 of 1998 of the City of Atlantic City and any amendments and supplements thereto and acceptable to the appropriate representative of the City Engineer of the City of Atlantic City.

Each water service lateral to be renewed by the contractor shall be completed on the same working day that work commences for said service. The contractor shall not permit his employees to leave an incomplete service lateral and customer receiving service from the lateral without water beyond the working day that work has commenced on the renewal of each lateral.

The unit price bid per service to be replaced shall include all costs of labor, equipment, materials and tools, etc., necessary to excavate the street from the water main to the existing meter setting at the curb line. The removal of the existing service lateral and the installation of a new 1", 1-1/2" or 2" copper water service pipe, Type "K", soft temper, with all associated bronze fittings, including corporation stop connection, curb stop, bushings, nipples, sockets and meter couplings. Other pertinent materials shall be as previously specified herein. The length of service for the unit price for each service to be renewed shall be ten (10) linear feet in length. All service laterals in excess of a total of ten (10) linear feet shall be paid for on the unit price for copper water service

installed in excess of ten (10) linear feet and said price shall additionally include that area of additional excavation of paving, concrete roadway base and excavated material as noted hereinabove for each water service lateral replaced.

The contractor shall use all due care to preserve intact the existing meter pit and lid. All meter pits which are in need of replacement shall be approved prior to its replacement by the Authority's duly authorized representative.

INSTALLATION OF NEW WATER SERVICE LATERALS

27. The work involved in this item shall include, in addition to all of the tasks detailed in paragraph number 27 herein, the furnishing and operation of a water service tapping machine of appropriate size which is normally used to make 1", 1-1/2" and 2" taps in pressure water mains. The contractor is advised that the existing water mains to be tapped are fabricated of cast iron and ductile iron pipe, a portion of which is cement lined. The contractor shall have employees properly trained in the proper use of the Mueller Company A-3 and B-100 Model tapping machines, or an approved equal, and capable of completing the tap of an existing pressure water main, removal of the tapping machine drill and inserting the corporation valve of appropriate size as per Mueller Co. Catalog No. H-15008, or an approved equal. The contractor shall then complete the service lateral installation in accordance with prior detailed specification listed herein for said installations. The price quoted in the respective items for new water service installations shall include all costs associated with the excavation of the asphalt road surface, concrete base and fill from a depth one (1) foot below the existing water main to be tapped to the road surface, furnishing and installing tapping machine, completion of tap, installation of service lateral from corporation valve installed following tap, service pipe 1", 1-1/2", or 2" copper tubing, soft temper, Type "K", curb stop, bushing, nipple, meter coupling and meter. **THE UNIT PRICE BID FOR EACH NEW WATER SERVICE LATERAL SHALL ADDITIONALLY INCLUDE ALL COSTS ASSOCIATED WITH INSTALLING THE METER PIT, THE METER PIT LID AND FRAME (SAID METER PIT, LID AND FRAME TO BE SUPPLIED BY THE AUTHORITY) and for 1-1/2" and 2" services a 4-1/4" inside diameter curb box with associated lid as per Mueller Co. Catalog No. H-10366 with No. 141-Q arch base, or an approved equal. The meter pits and lids shall be in accordance with the detailed specifications for said items included in paragraph no. 24 hereinabove.**

FIRE SERVICE AND DOMESTIC SERVICE DUAL SERVICE

28. The contractor shall provide a unit price for installation of a two inch (2") or one and one-half inch (1 1/2") service which is separated at the curb line as a two inch (2") or one and one-half inch (1 1/2") fire service and a one inch (1") domestic service. The two inch (2") or one and one-half inch (1 1/2") service shall terminate at a point immediately behind the existing curb line of the street with a curb stop as per Mueller Catalog No. H 15172, or an approved equal, then brass nipples and a two inch (2) or one and one-half inch (1 1/2") by one inch (1") brass tee shall be installed with the second two inch (2") or one and one-half inch (1 1/2") brass nipple on the house side of the brass tee, then a second two inch (2") or one and one-half inch (1 1/2") curb stop as per Mueller Catalog No. H-15712 or an approved equal, being installed along with the two inch (2") or one and one-half inch (1 1/2") meter, meter couplings, washers, meter pit and meter pit lid, as previously specified from said water service. The one inch (1") domestic service shall be extended from the brass tee with appropriate size brass or type "K" copper pipe and fittings to the second meter setting which shall include a one inch (1") curb stop as per Mueller Catalog No. H-15712, or an approved equal, meter couplings, washers, meter pit and meter pit lid as detailed for new

services in those specifications. The first two inch (2") or one and one-half inch (1 1/2") curb stop shall be installed with a roadway screw type 4 1/4" shaft valve box and lid with arch base as per Mueller Catalog No. H-10366 or an approved equal.

SPECIAL NOTICE

29. It is the intent of these specifications that the contractor perform all the work and furnish all the material required to complete the work, including any resultant disturbance by him of water service, mains, valves, valve boxes, covers, etc., regardless of their existing conditions.

MATERIALS TO BE FURNISHED BY CONTRACTOR

30. Contractor shall furnish, in addition to service pipe, fittings, curb valves, meter boxes and meter box covers, appurtenances and supplies, all materials, construct roads, trestles or bridges necessary to provide access to the site of the work and to maintain a free flow of traffic; for joining, for concrete masonry or for reinforcing, for sheeting, bracing and shoring; for constructing foundation road structures as surface or subsurface condition requires; for bridging the work as it progresses, for shoring obstructions, for barricading and for other work required but not specifically mentioned. All materials furnished by the contractor shall be the quality satisfactory to and/or approved by the Executive Director or his duly authorized representative.

MATERIALS TO CONFORM WITH AWWA SPECIFICATIONS

31. Materials in the work shall meet the requirements of the most recent Standard Specifications of the American Water Works Association and any amendments or supplements thereto; and such specifications are hereby made a part of these specifications and of the contract to be awarded. Further, all materials shall meet the most recent NSF/ANSI Standard 61 and any amendments or supplements thereto.

MATERIALS SHALL BE NEW EXCEPT AS HEREIN PROVIDED

32. Pipe and fittings shall be inspected at the foundry by a testing laboratory satisfactory to the Authority at the sole expense of the contractor and in accordance with the provisions for inspection in the aforesaid specifications. A satisfactory test report must be submitted to the Authority before any pipe or fittings can be used in the work, unless otherwise permitted by the Authority.

The Authority may issue a written permit for use of pipe and/or fittings which are not new or inspected to an amount not to exceed five percent (5%) of total quantity of pipe and fittings required for the work, provided that the said pipe or fittings are in a condition satisfactory to the Authority.

Inspection of the material and permission to use pipe and fittings not new or inspected as above provided shall not relieve the contractor of any obligation to fulfill his contract as herein specified, and unsuitable or defective material placed in the work shall be rejected, removed and replaced with material satisfactory to the Authority at the sole expense of the contractor, notwithstanding that such material has been overlooked and/or accepted.

TEMPORARY COLD PATCH REPAIR

33. The application of temporary asphalt cold patch shall be installed in two specific types of installation;

a. The temporary repair material shall be applied to all utility road openings on the day of completion of repairs to Authority owned facilities. The Authority will notify the contractor of pending repairs each working day. It shall be the responsibility of the contractor to have all

openings completed with restoration including a compacted subgrade of material acceptable to the City Engineer, 6" of compacted dense graded aggregate (DGA) and a temporary pavement consisting of 6" of bituminous stabilizer base, Mix I-2. The top of the bituminous stabilized course shall be brought even with the existing finished grade of the street. Temporary paving shall be the responsibility of the contractor to have all openings completed with temporary paving material at the end of each working day. Emergency work completed during hours other than normal working days shall be covered with a restoration consisting of a compacted subgrade of material acceptable to the City Engineer, 6" of compacted dense graded aggregate, and a temporary pavement consisting of 6" of bituminous stabilizer base, Mix I-2, the next regular working day and by Authority personnel upon completion of their repairs. The contractor's failure to complete the installation of temporary paving material in accordance with the time contained herein shall result in a fine in the amount of THREE HUNDRED DOLLARS (\$300.00) for each such opening not repaired.

b. The installation of a temporary asphalt cold patch repair will be permitted as a substitute for the asphalt mix FABC Mix I-2 during the period of extremely cold weather, at which time the required hot mix asphalt cannot be prepared or is not available to the contractor. The said cold patch material is to be removed and replaced with the required FABC Mix I-2 when hot mix is again available to the contractor and the completed repair shall be in accordance with provisions of Ordinance No. 66-1998. Where the asphalt cold patch material is used, the said material shall be applied to the trench area in a minimum depth of 2" over the entire area excavated. The trench area shall additionally be restored with a compacted subgrade of material acceptable to the City Engineer and 6" of compacted dense graded aggregate (DGA) prior to the installation of the temporary cold patch material.

The said temporary cold patch material shall be applied to the utility road opening area with two (2) hours of notification that the repairs of the Authority facilities have been completed and the Authority is closing the said road opening. The temporary pavement shall remain in place for a period of a minimum of four weeks until further time is deemed necessary by the City of Atlantic City. The installation of the bituminous stabilizer base shall be in accordance with the provisions of the Atlantic City Street Restoration and Paving Ordinance No. 66-1998.

c. Temporary Paving Utilizing Bituminous Stabilizer Base: Excavations shall be temporarily restored as an alternate to temporary cold patch material utilizing a minimum six inch (6") depth of compacted dense graded aggregate and a temporary asphalt paving material consisting of a minimum of six inches (6") of bituminous stabilizer base (Mix I-2). The top of the bituminous stabilized course shall be brought even with the existing finished grade of the street. The temporary pavement shall remain in place for a period of a minimum of four weeks unless further time is deemed necessary by the City of Atlantic City. The installation of the bituminous stabilizer base shall be in accordance with the provisions of the Atlantic City Street Restoration and Paving Ordinance No. 66 of 1998 and any supplements or amendments thereto.

EQUIPMENT TO BE PROVIDED BY CONTRACTOR

34. The contractor shall provide equipment and implements of every kind required to perform and complete the work in a first class, workmanlike and satisfactory manner. All equipment used shall be of a type and in a condition satisfactory to the Authority. Such equipment as the Authority shall determine is not satisfactory for any reason whatsoever shall be at once removed from the

work and replaced with equipment for performing the work which shall be approved by the Executive Director or his duly authorized representative.

ALL WORK TO BE INSPECTED

35. The contractor is expressly prohibited from performing any work in connection with the contract except in the presence of the Executive Director or his duly authorized representative.

SALVAGE MATERIAL

36. Existing pipe, valves, casting and other material salvaged from the work shall be retained as the property of the Authority, unless otherwise provided in these specifications, and shall be loaded on Authority owned trucks at the contractor's sole expense for hauling by the Authority.

LINES AND GRADES

37. The line and grade at which pipe fittings and valve shall be laid shall be established by the Executive Director or his duly authorized representative after test pits have been dug by the contractor, either before or after excavation of the trench has been completed, and obstacles disclosed. The Executive Director or his duly authorized representative may change line and grade after excavation has progressed sufficiently to disclose underground obstructions at or below the established grade.

All main or controlling lines, elevations and grades will be given by the Executive Director or his duly authorized representative, with the contractor providing such materials, equipment and assistance required by the Executive Director or the duly authorized representative. The marks so given shall be carefully pre-served and established grade and line shall be marked with batter boards furnished, installed and maintained at the sole expense of the contractor.

TEST HOLES

38. Because of the uncertainty of the location of underground structures, the contractor shall excavate test holes large enough to determine such locations before the Executive Director will give grade or line. The cost of such work, including excavation, back-filling and restoring service to the original condition shall be included in the unit prices bid.

BACKFILL

39. The contractor may backfill with the excavated material provided that such material consists of loam, clay, sand or gravel and is free from cinders, ashes, refuse, vegetables or organic matter, boulders, rocks, stones or other materials which in the opinion of the Executive Director or his duly authorized representative is un-suitable. If insufficient excavated material is available for backfill due to the rejection of part thereof, or for other causes, the contractor shall furnish the required amount of good clean beach sand or natural bank sand permitted by the Executive Director or his duly authorized representative, or such other material acceptable to the Authority.

Sand used for backfill shall be beach sand, or if permitted by the Authority, natural bank sand. Bank sand used shall be acceptable to the Executive Director or his duly authorized representative and shall be graded from the fine to coarse, not lumpy or frozen, and free from any objectionable or deleterious material. Gravel used, if permitted by the Authority, shall be natural bank gravel acceptable to them, having durable particles, graded from fine to coarse in a reasonably uniform combination, with no boulders or stones larger than two inches. No backfill shall be placed

at the joints until after the satisfactory conclusion of the required pressure tests hereinafter described.

The trench shall be backfilled by hand from the bottom of the trench to the center line of the pipe with sand or material acceptable to the City Engineering Department placed in layers of three inches (3") and compacted by hand or air tamping tools satisfactory to the Executive Director or his duly authorized representative. Backfilling material shall be deposited in the trench for its full width on each side of the pipe and fittings simultaneously and evenly.

From the center line of the pipe and fittings the trench may be backfilled to one foot (1') above their top by means of mechanical equipment, provided same is used in a manner satisfactory to the Authority. If a clam shell bucket is used, same shall be centered above the pipe and fittings a distance not more than two feet (2') at the moment of discharge of its contents. Backfill material shall be as specified herein and shall be thoroughly puddled with hose and long pipe nozzle after trench is backfilled. The trench area shall additionally be restored with a compacted sub-grade of material acceptable to the City Engineer and 6" of compacted dense graded aggregate (DGA) prior to the installation of the temporary cold patch material.

The said temporary cold patch repair material shall be applied to the utility road opening area with two (2) hours of notification that the repairs of the Authority facilities have been completed and the Authority is closing the said road opening. The temporary pavement shall remain in place for a period of a minimum of four weeks until further time is deemed necessary by the City of Atlantic City. The installation of the bituminous stabilizer base shall be in accordance with the provisions of the Atlantic City Street Restoration and Paving Ordinance No. 66-1998.

Backfilling shall not be done in freezing weather and not made with frozen material. No fill shall be made where the material already in the trench is frozen.

PAYMENT

40. Payment by the Authority for the work accepted under this contract shall be the lump sum price bid which shall include all cost for transportation, superintendence, labor, tools, equipment and implements, facilities of every description, accessories, materials, delays and cost of any nature growing out of the work.

The Atlantic City Municipal Utilities Authority meets monthly, generally on the third Wednesday of each month. Applications for payment by the Contractor must be submitted on forms approved by the Authority. The Application for Payment must be submitted to the Authority at least 14 days before the meeting date to be considered for payment at the Board Meeting.

The Atlantic City Municipal Utilities Authority is a public entity that requires the entity's governing body to vote on authorizations for each periodic payment, final payment or retainage monies. Therefore, the amount due may be approved and certified at the next scheduled public meeting of the MUA's Board of Directors, and paid during the MUA's subsequent payment cycle.

PROPOSAL AND BID DOCUMENTS

BID DOCUMENT SUBMISSION CHECKLIST
Atlantic City Municipal Utilities Authority

PROJECT: FURNISH, DELIVER AND INSTALL WATER SERVICE LATERALS AND APPURTENANCES IN VARIOUS LOCATIONS

Failure to submit the following documents is a mandatory cause for the bid to be rejected
(N.J.S.A. 40A:11-23.2)

Required With
 Submission of Bid
 (Owner's checkmark)

Initial Each Item
 Submitted With Bid
 (Bidder's initials)

X	1.	Bid Guarantee as required by <u>N.J.S.A. 40A:11-21</u>	
X	2.	Ownership Disclosure Certification, pursuant to <u>N.J.S.A. 52:25-24.2</u>	
X	3.	Supplement to Bid Specifications	
X	4.	Schedule of Minority Contractors/Suppliers	
X	5.	Certificate of Employee Information Report as issued by the New Jersey Department of the Treasury (Must be Provided by Contractor)	
X	6.	Compliance Certification Form	
X	7.	Insurance and Indemnification Agreement	
X	8.	Certificate from Surety Company, pursuant to <u>N.J.S.A. 40A:11-22</u>	
X	9.	List of Subcontractors by Category, as required by <u>N.J.S.A. 40A:-11-16</u>	
X	10.	Listing of Addendums Issued and Date	
X	11.	New Jersey Business Registration Certificate (PL 2004 - C:57)	
X	12.	Exhibit B Mandatory Equal Employment Opportunity Language	

CONSTRUCTION PROJECTS ONLY

B. Failure to submit the following documents may be a cause for the bid to be rejected
(N.J.S.A. 40A:11-23.1b)

Required with Submission of Bid
 (Owner's checkmarks)

Initial Each Item Submitted with Bid

(Bidder's Initials)

	1.	Financial Statement prepared within the last twelve months	
X	2.	Consent of Surety as to a Labor and Material Payment Bond	
	3.	Statement of Compliance with <u>N.J.S.A. 45:14C-2(h)</u> (licensed master plumber) (electrical) (local contractor license)	
X	4.	Consent of Surety as to Maintenance Bond as required by <u>N.J.S.A. 40A:11-16.3b</u>	
X	5.	Submission of Non-Collusion Affidavit (this form must be notarized)	
X	6.	Certification showing Bidder owns, leases or controls any necessary equipment.	
X	7.	Submission of Certificate of Registration in accordance with the provisions of the New Jersey Public Works Contractor Registration Act. <u>N.J.S.A. 34:11-56.48 et. seq.</u>	
X	8.	Disclosure of Investment Activities in Iran	

PROPOSAL FORM
FURNISHING, DELIVERING AND INSTALLING WATER SERVICE LATERALS
AND APPURTENANCE IN VARIOUS LOCATIONS

TO: THE BOARD OF DIRECTORS
 ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
 ATLANTIC CITY, NEW JERSEY

DATE:

GENTLEMEN:

The undersigned proposes to provide the requisite new materials, plant, tools and machinery, and to do all the work required for Furnishing, Delivering and Installing Water Service Laterals and Appurtenances in Various Streets, in accordance with the Advertisement, Instructions to Bidders and Specifications for same attached hereto at the following prices:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	30 ea.	Installation of 1" new copper water service laterals, including 1" tap, minimum 10 L.F. service, one per street	\$ _____	\$ _____
2.	10 ea.	Installation of 1" renewal copper water service laterals, minimum 10 L.F. per service, one per street	\$ _____	\$ _____
3.	6 ea.	Installation of 1" renewal copper water service laterals, minimum 10 L.F. per service, three per street	\$ _____	\$ _____
4.	2 ea.	Installation of 1-1/2" new copper water service laterals, including 1-1/2" tap, minimum 10 L.F. service, one per street	\$ _____	\$ _____
5.	2 ea.	Installation of 1-1/2" renewal copper water service laterals, minimum 10 L.F. per service, three or more per street, mixed sizes	\$ _____	\$ _____
6.	15 ea.	Installation of 2" new copper water service laterals, including 2" tap, minimum 10 L.F. per service, one per street	\$ _____	\$ _____
7.	3 ea.	Installation of 2" renewal copper service laterals, minimum 10 L.F. per service, one per street	\$ _____	\$ _____
8.	15 ea	Installation of one inch (1") branch tap for domestic service from 2" fire service	\$ _____	\$ _____
9.	2 ea.	Installation of one inch (1") branch tap for domestic service for 1 1/2" fire service	\$ _____	\$ _____

10.	40 Tons	Temporary cold patch repair	\$ _____ \$ _____
11.	300 L.F.	Installation of 1" copper water service lateral in excess of 10 L.F. minimum service lateral	\$ _____ \$ _____
12.	50 L.F.	Installation of 1-1/2" copper water service lateral in excess of 10 L.F. minimum service lateral	\$ _____ \$ _____
13.	50 L.F.	Installation of 2" copper water service lateral in excess of 10 L.F. minimum service lateral	\$ _____ \$ _____
14.	10 ea.	Install Authority provided new P.V.C. ribbed plastic meter pits 20" I.D. and lid for 5/8" to 1" meters	\$ _____ \$ _____
15.	5 ea.	Install Authority provided new Quasite meter pit, extension and lid for 1-1/2" and 2" meter settings, size 17" x 30" x 22"	\$ _____ \$ _____
16.	15 Tons	Bituminous Stabilizer Base Mix I-2 and dense aggregate	\$ _____ \$ _____
TOTAL AMOUNT OF BID:			\$ _____ \$ _____

BID IN WORDS: _____

BID IN NUMBERS:

_____ DOLLARS _____ CENTS

DATE: _____ FIRM: _____

NAME/TITLE OF OFFICIAL SUBMITTING BID:

SIGNATURE OF OFFICIAL SUBMITTING BID:

COMPLIANCE CERTIFICATION FORM

REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

Vendors must submit the following with their proposals.

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.
2. A photocopy of their Certificate of Employee Information Report

Please complete the following questionnaire as part of the Bid/Contract package in the event that you or your firm is awarded a contract.

1. Our company has a Federal Letter of Affirmative Action Plan Approval.
Yes _____ No _____
2. Our company has a Certificate of Employee Information Report.
Yes _____ No _____
3. Form AA302 (Affirmative Action Employee Information Report) is attached.
Yes _____ No _____

I certify that the above information is correct to the best of my knowledge.

Name: _____

Signature: _____

Title: _____

Date: _____

Telephone No.: _____

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

(Name of Local Contracting Unit)

(Name of Construction/Public Works Project)

(Project or Bid Number)

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

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledgement by Bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name and Title: _____

Date: _____

CONTRACT DOCUMENTS

SUPPLEMENT TO BID SPECIFICATIONS

If the Bidder is an INDIVIDUAL, sign name and give address:

Name _____

Address _____

Telephone # and area code _____

And if INDIVIDUAL has a TRADE NAME, give such trade name:

Trading as _____

Telephone # and area code _____

If BIDDER is INCORPORATED, give the following information:

State under whose laws incorporated _____

Location of principal office _____

Telephone # and area code _____

Name of agent in charge of said office upon which notice may be legally served:

Telephone # and area code _____

FAX # _____

Name of CORPORATION _____

By _____

Title _____

Address _____

If BIDDER is a PARTNERSHIP, state the names of partners and firm:

Name _____

Address _____

Telephone # and area code _____

FAX # _____

BID MUST BE ACCOMPANIED BY A CERTIFIED OR CASHIERS CHECK DRAWN UPON A NATIONAL OR STATE BANK OR TRUST COMPANY, TO THE ORDER OF THE ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY IN A SUM EQUAL TO NO LESS THAN TEN PERCENTUM (10%) OF THE TOTAL AMOUNT OF THE BID, OR A BID BOND. NO ALTERATIONS IN THE WORDING OF THIS PROPOSAL FORM NOR INTERPOLATIONS HEREIN WILL BE PERMITTED AND ANY PROPOSAL SUBMITTED IN DISREGARD OF THIS REQUIREMENT MAY BE REGARDED AS INFORMAL AND NEED NOT BE CONSIDERED BY THE ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY IN MAKING THE AWARD

INSURANCE AND INDEMNIFICATION AGREEMENT

OWNER: Atlantic City Municipal Utilities Authority

CONTRACTOR: _____

EFFECTIVE DATE: _____ EXPIRATION DATE: _____

Section I – Indemnification:

To the fullest extent permitted by law, the contractor agrees to defend, indemnify and hold harmless the owner and their agents, servants and employees from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorneys fees, incurred by reason of any liability for damage because of bodily injuries, including death resulting from such injuries, and/or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of the contractor/subcontractor or otherwise, caused by, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

The contractor agrees that the obligation to defend, indemnify and hold harmless, as described above, exists whether such injuries to persons or damage to property are due, or are claimed to be due, to the negligence of the owner, or the agent, servants and employees of the contractor and owner, or other subcontractors, excepting from the foregoing the sole and complete negligence of the owner.

The contractor agrees that the obligation to defend commences when a claim is made against the owner even if the contractor/subcontractor disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the owner. The contractor agrees to pay for the defense of the owner upon demand.

Signature of authorized representative of contractor:

Date:

INSURANCE AND INDEMNIFICATION AGREEMENT

Section II – Insurance:

- A. The contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this contract, naming the Authority as an Additional Insured:
- a. Coverage shall be provided in the contractor’s General Liability policy via the use of ISO form CG 20 10 11/85 or its equivalent, or via the use of the combination of ISO forms CG 20 10 10/93 and CG 20 37 10/01 or the equivalent.
 - b. Coverage for the contractor shall not be limited (e.g. not just for “general supervision”).
 - c. Coverage shall be provided to the owner on a primary, non-contributory basis.
 - d. Coverage shall include Completed Operations.
 - e. The contractor’s Umbrella policy shall become primary to the owners General Liability policy.
 - f. Workers Compensation and Employer’s Liability Insurance: This insurance shall be maintained in force during the life of this contract by the contractor covering all employees engaged in the performance of this contract in accordance with the applicable statute of the workers compensation law of the state of New Jersey.
- B. The contractor’s Commercial General Liability and Umbrella policies are endorsed to reflect that the owner will be notified at least 30 days in advance in the event of cancellation (except 10 days for nonpayment).
- C. The contractor must furnish the Owner with a valid Certificate of Insurance and a copy of the applicable Additional Insured endorsement(s) when this agreement is signed.
- D. Minimum insurance limits to be carried by contractor:
- Commercial General Liability
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$2,000,000 General Aggregate
 - \$1,000,000 Any One Occurrence (Coverage A)
 - \$1,000,000 Any One Person or Organization (Coverage B)
 - Automobile Liability (Comprehensive Coverage)
 - \$1,000,000 Each Accident
 - Commercial Excess Liability (“Umbrella”)
 - \$5,000,000 Products/Completed Operations Aggregate
 - \$5,000,000 General Aggregate
 - \$5,000,000 Any One Occurrence (Coverage A)
 - \$5,000,000 Any One Person or Organization (Coverage B)
 - Employers Liability (Coverage B on the Workers’ Compensation Policy)
 - \$500,000 Each Accident
 - \$500,000 Each Employee for Injury by Disease
 - \$500,000 Aggregate for Injury by Disease
 - Workers Compensation
 - Minimum Employer’s Liability \$1,000,000 per accident
 - Employer’s Liability Insurance Part 2 of the policy applies to work under this contract. The limits of liability under Part 2 are:
 - Bodily injury by accident \$1,000,000 each accident
 - Bodily injury by disease \$1,000,000 policy limit
 - Bodily injury by disease \$1,000,000 each employee

Signature of authorized representative of contractor:

Date:



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

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

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

CHECK THE APPROPRIATE BOX

- A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- OR**
- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

 Signature Date

 Print Name and Title

**AFFIDAVIT REGARDING LIST OF DEBARRED,
SUSPENDED AND DISQUALIFIED BIDDERS**

STATE OF _____

COUNTY OF _____

I, _____ of the City of _____, in 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; that I executed the said Proposal, this affidavit and all other bidding documents with full authority to do so; and that said bidder is not now at the time of submission of this bid included on the State of New Jersey Treasurer's List of Debarred, Suspended and Disqualified Bidders.

By: _____ Date: _____
(Deponent's Signature)

(Deponent's Printed Name and Title)

Subscribed and sworn to _____

before me this _____ day of _____, 20____,

Notary Public of _____

My Commission expires _____, 20____.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

BIDDER'S INFORMATION FORM

TO: ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY (ACMUA)

Gentlemen:

In accordance with the requirements stated in the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS AND DETAILED SPECIFICATIONS, the undersigned Bidder submits the following information for consideration by the Authority in determining the Bidder's experience, financial reliability, and ability to perform the work required for this project.

The completed form shall be submitted to the Atlantic City Municipal Utilities Authority (Authority) with the Proposal Form for this project. If the Bidder fails to submit this form, or submits an incomplete, erroneous, or falsified form, the Bidder will be considered unresponsive, as this shall be deemed justification for rejection of the Proposal. (Attach additional sheets as necessary to complete this form.)

It is emphasized that time is of the essence in the completion of this project and failure to complete the major portions of the Contract within the time limits specified will cause the Authority considerable expense. Although this expense will be partially offset by liquidated damages payments, the Authority does not want the additional problems caused by the late completion, and therefore any Bidder that cannot, by means of this information form and individual verification, demonstrate that it has the necessary expertise and equipment as determined by the Authority, to do the work and can show by past experience and specific work of comparable size that it has, in fact, completed the work satisfactorily and on time will be disqualified and it's Bid considered non-responsive.

Data furnished herein by the prospective Bidder are solely for the information of the Authority and to aid the Authority in determining the qualification of the Bidder.

The undersigned herewith is submitting a Proposal on the following Contract:

The undersigned agrees to abide by the decision of the Authority concerning the qualification of the Bidder determined by the information supplied in this form and the checking of references and statements therein.

The undersigned Bidder submits the following information:

1. GENERAL

a. Name:

Principal Office Address:

Telephone:

b. Atlantic City Contractor License

No. _____

c. If a Corporation, complete the following:

Date of Incorporation:

State of Incorporation:

Director's name:

President's name:

Vice-President's name:

Secretary's name:

Treasurer's name:

d. If a CO-Partnership, complete the following:

Date of organization:

Type of partnership (General or limited):

Name and address of partners:

e. Give list of incomplete contracts, at present, held by you.

CONTRACT

AMOUNT

PERCENTAGE COMPLETED

f. What equipment do you own that is available for the proposed work?

g. What other equipment do you own that you believe necessary for the proper implementation of the proposed work?

2. EXPERIENCE RECORD

a. How many years has your organization been in business as a contractor under your present business name?

b. What are prior names of organization?

c. How many yrs experience in this type of construction work has your organization had

1. As a contractor:

2. As a subcontractor:

d. List below the five largest projects your organization has completed within last 5 yrs:

LOCATION	TYPE OF WORK	OWNER
1		
2		
3		
4		
5		
-		

e. Complete the following for the projects listed under Item 2.d:

Original Contract Amount	Date Contract Was Awarded	Specified Contract Time	Date of Contract Completion	Was Completed
1				
2				
3				
4				
5				

f. Explain the reasons for any completion beyond the original completion date:

1

2

3

4

5

g. Name and address of references for respective projects listed above. (A reference must be supplied for each project.)

1

2

3

4

5

h. Have you ever failed to complete any work awarded to you? If yes, give name of OWNER, name of Bonding Company and circumstances:

i. State approximately the largest dollar volume of work you have done in any 1 yr. during the last 5 calendar yrs.:

Remarks:

j. Name one (1) banking institution reference:

Name:

Address:

k. Identify name of diving company and appropriate diver certification and experience: (if applicable)

DOCUMENT

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal (the "Principal") and _____, a mutual company duly organized under the laws of the _____, as Surety (the "Surety"), are held and firmly bound unto _____, as Obligee (the "Obligee"), in the penal sum of

_____ Dollars (\$_____), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect; in no event shall the liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____ 20_____.

(If Bidder is an Individual)

Signature of Witness

Signature of Individual

Trading and doing business as:

Name of Business

Address of Business

(If Bidder is a Partnership - All General Partners Must Sign)

Name of Partnership

Address of Partnership

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

Signature of Witness

Signature of Partner

(If Bidder is a Corporation)

Attest:

Name of Corporation

Signature of Secretary or
Assistant Secretary

Address of Principal Office

(Corporate Seal)

State of Incorporation

Signature of
President or Vice President

Type or print name below each signature.

(Corporation Surety)

Name of Corporation

Address of Office

Signature of Witness

Signature of Attorney-in-fact

Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the corporation.

Type or print name below each signature.

END OF BID BOND