



**CONTRACT No. A921**

PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105

**CONTRACT AND SPECIFICATIONS**

**FOR**

**PLANT SUMP PUMP RELOCATION AND GENERATOR  
PROVISIONS**

NJEIT Project No. S340689-30



Paulus, Sokolowski and Sartor, LLC  
67A Mountain Blvd. Ext.  
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PASSAIC VALLEY SEWERAGE COMMISSION  
NEWARK, NEW JERSEY

PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS

CONTRACT NO. A921

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SECTION 00010

INVITATION TO BID

Notice is hereby given for receiving sealed Proposals by the Passaic Valley Sewerage Commission (PVSC) for:

CONTRACT NO. A921  
PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS

Proposals to be enclosed in opaque sealed envelopes, addressed to the Passaic Valley Sewerage Commission, Purchasing Department, Main Training Room, Warehouse Building, 600 Wilson Avenue, Newark, New Jersey 07105, with name and address of Bidder, Contract Numbers, Contract Name and Bid Opening Date plainly marked outside. Bids will be accepted by mail. They must be sealed and identified as indicated above, enclosed in a mailing envelope with proper postage, and received during the time set for receiving bids. Sealed Bid Proposals shall be received by PVSC's (address above) on September 13, 2016 until 10:00 in the morning, prevailing time for public opening and reading. Bids shall be opened publicly and read aloud after the closing time, 10:00 a.m. All interested parties are invited to attend. The bid opening will take place at PVSC's Main Training Room on the second floor in the Warehouse Building. Bids may be withdrawn or modified prior to the time for the opening of bids or the authorized postponement thereof. No bid may be withdrawn for a period of 60 calendar days after the date of the opening of bids. PVSC reserves the right to reject any and all Bids and waive any Bid informalities, defects or irregularities when it has sound documented business reasons which are in the best interest of PVSC and the project, and the New Jersey Environmental Infrastructure Trust (NJEIT). Any award will be made to the lowest responsible bidder.

No bid will be received unless in writing on the forms furnished, and unless accompanied by bid security in the form of a bid bond, cashier's check, or a certified check made payable to the PVSC in an amount equal to 10% of the amount of the total bid, but not exceeding \$20,000, executed by a Surety Company duly authorized to do business in the State of New Jersey. The successful Bidder must furnish a 100 percent construction performance bond, and a 100 percent construction payment bond, a maintenance bond, and an environmental maintenance bond with a surety company acceptable to the Owner. Complete instruction for preparing Bids and a maintenance bond are included in the Bidding Documents.

Work to be performed under Contract No. A921 includes furnishing all labor, materials, supplies, equipment and other facilities required by the Contract Documents for the complete Plant Sump Pump Relocation and Generator Provisions project. Improvements will be made to the electrical system serving the existing Sump Pumps located throughout the tunnel under Contract A921. The project scope is to provide stand-by setup for a roll-in generator system and interface with electrical distribution via automatic transfer switch. The stand-by electrical distribution setup will power sump pumps and dewatering pumps during unforeseen power outages.

A pre-bid meeting and tour of the Project Area will be held on August 16, 2016 at 1:00PM. The meeting will take place at PVSC's OEM Main Conference Room, with site visit to follow. Bidders are strongly recommended to attend the pre-bid meeting and site visit. Written questions may be submitted until August 23, 2016 to Steve Biuso at [Steve.Biuso@aecom.com](mailto:Steve.Biuso@aecom.com)

Copies of the Bidding Documents will be available at the offices of the PVSC's Program Manager, A Joint Venture of AECOM and HDR. Program Manager's Office is located at PVSC's Plant, 600

WILSON AVENUE, NEWARK, NEW JERSEY, 07105. Regular business hours are 8:15 a.m. to 4:15 p.m. Contact is Mr. Steve Biuso (phone 973 817 5744). Cost of complete full-sized Bidding Documents is \$250.00 per set (non-refundable) for each set of contract documents ordered payable only by business check to Passaic Valley Sewerage Commission. Bidding Documents and drawings will be available for examination at the office of the purchasing department at Passaic Valley Sewerage Commission. If for any reason, the Contract is not awarded, refunds of the Bidding Documents fee will be immediately returned to Bidders when the Bidding Documents are returned in reasonable condition within 90 days of notice that the Contract has not been awarded.

All Bidders and their subcontractors of any tier, shall be registered with the New Jersey Department of Labor pursuant to the Public Works Contractor Registration Act, P.L. 1999, c238. A copy of the Bidder's registration certificate may be provided with each bid. Certificate must be submitted prior to award of the Contract.

The Contract is expected to be funded in part with the funds from the NJDEP and the NJEIT. Neither the United States nor the State of New Jersey, the NJEIT, nor any of their departments, agencies, or employees is, or will be, a party to the Contract or any lower tier contract or subcontract. The Contract or Subcontract will be subject to regulations contained in N.J.A.C. 7:22-3.1 et seq., 4.1 et seq., 5.1 et seq., 9.1 et seq. and 10 et seq., Local Public Contracts Law, Department of Labor Current Wage Rate Determination, Prevailing Wage Act, Contract Work Hours and Safety Standard Act, Copland Act, Davis Bacon Act, Buy American Clause, Debarment and Suspension, and Socially and Economically Disadvantaged (SED) (N.J.A.C. 7:22-9.1 et seq.). Pursuant to N.J.A.C. 10:5-33: "Bidders are required to comply with the requirements of P.L. 1975, c.127."

All bidders are encouraged to include a commitment to the use of small, minority, women's and labor surplus area businesses and shall be in conformity with N.J.A.C. 7:22-3.17(a)(24) and 7:22-4.17(a) with a goal of not less than 10% participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals (SED's). Further details regarding special requirements of contractors to comply with the Project Plan developed by the owner for SED participation are included in the Information for Bidders and the Supplemental General Conditions.

Passaic Valley Sewerage Commission  
Joseph Kelly,  
Clerk

## SECTION 00100

### INSTRUCTIONS TO BIDDERS

#### 1.01 Defined Terms

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and Supplemental General Conditions (Specification Sections 00700 and 00800). The "OWNER" is the Passaic Valley Sewerage Commission. The "ENGINEERS" are identified in the Invitation to Bid. The term "Bidder" means one who submits a bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the Bidder to whom OWNER (on the basis of OWNER'S evaluation) makes an award. The term "Bidding Documents" includes the Contract and Specifications, Contract Drawings and all Addenda issued prior to receipt of Bids.

#### 1.02 Copies of Bidding Documents

- A. Complete sets of the Bidding Documents may be obtained from the ENGINEER as described in the Invitation to Bid. Bidding Documents will be available for examination at the OWNER'S office.
- B. Complete sets of the Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

#### 1.03 Qualifications of Bidders

- A. To demonstrate qualifications to perform the Work, each Bidder must submit with his Bid a fully completed Bidder's Qualification Form (Specification Section 00400). Failure to submit a completed Bidder's Qualification Form may lead to rejection of the Bid. The information supplied by the Bidder on the Bidder's Qualification Form will be used to ascertain the Bidder's history, reputation, organization and capacity for satisfactory and faithful performance of their work and work of a similar character and will not otherwise be made public, except as provided by law.
- B. OWNER may make such additional investigation as it deems necessary to determine the qualifications of Bidder to perform the Work and Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the OWNER that such Bidder is properly qualified to carry out the obligations of the Agreement, and to complete the Work contemplated therein. Conditional Bids may not be accepted.

1.04 Examination of Contract Documents and Site

- A. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Bidding Documents thoroughly, (b) consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (c) study and carefully correlate Bidder's observations with the Bidding Documents, (d) notify ENGINEER of all conflicts, errors or discrepancies in the Bidding Documents.
- B. On request, OWNER will provide each Bidder access to the site to conduct such investigation and tests, as each Bidder deems necessary for submission of Bidder's Bid.
- C. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Documents, that without exception the Bid is premised upon performing and, furnishing the Work required by the Bidding Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- D. The specifications provide model numbers, styles or other product references available from various dated and current manufacturer's product literature. In the event such model numbers styles or references no longer exist, the CONTRACTOR is to provide the named manufacturer's most current replacement product available at the time of bid and suitable for the intended application, or the equivalent product of an equal manufacturer. Verification will be required that the referenced equipment is no longer available from the manufacturer.

1.05 Interpretations and Addenda

- A. All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER in writing. In addition, questions will also be accepted verbally at the prebid meeting. Interpretations or clarifications and replies considered necessary by ENGINEER, and approved by NJDEP, in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than ten (10) working days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Verbal and other interpretations or clarifications will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER, and as approved by NJDEP. Notice of revisions or addenda to advertisement or Bid Documents relating to Bids shall, no later than seven (7) working days, prior to the date for acceptance of Bids, be made available by notification in writing by Certified Mail, fax, etc. to any person who has submitted a Bid or who has received the Bidding Documents (N.J.S.A. 40A:11-23). Issued addenda become part of the Contract Documents.

1.06 Bid Security

With his Bid, each Bidder shall deliver a Bid Security as stated in the Invitation to Bid and meeting the requirements of the General Conditions and Supplemental General Conditions

(Specification Sections 00700 and 00800). The total Bid (Including Allowances) is the basis for establishing the amount of Bid Security. The Bid Security shall be payable via a certified or bank cashier's check drawn to the order of PVSC or in the form of a Bid Bond executed by a Surety Company duly authorized to do business in the state of New Jersey. The Bid Security shall be in the amount of the lesser of 10% of the amount of the total bid or \$20,000.

OWNER shall award the contract or reject all Bids within such time as may be specified in the Invitation to Bid, except that the Bids of any Bidders who consent thereto may, at the request of the OWNER, be held for consideration for such longer period as may be agreed. All Bid Security, except the security of the three (3) apparent lowest responsible Bidders, shall be returned unless otherwise required by the Bidder, within ten (10) working days after the opening of the Bids and the Bids and such Bidders shall be considered as withdrawn. Within three (3) working days after the awarding and signing of the contract and the approval of the contractor's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned to them (N.J.S.A. 40A:11-24).

1.07 Contract Time

The numbers of days within which, or the dates by which, the Work is to be substantially completed (the Contract Time) are set forth in the Contract Documents.

1.08 Damages

Provisions for damages are set forth in the Contract Documents.

It is the responsibility of each Bidder before submitting their bid to familiar themselves with the LPCL 40A:11-33 (Forfeiture of deposit in certain cases) and 40A:11-34 (Penalties for false statements) regarding the penalties for falsification with submitting their bid.

1.09 Substitutes or "Or Equal" Items

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, applications for such acceptance will not be considered by ENGINEER until after the Effective Date of the Contract. The procedure for submission of any such application by CONTRACTOR and Consideration by ENGINEER is set forth in Article 6 of the General Conditions.

1.10 Subcontractors, Suppliers, and Others

- A. The Bidder shall comply with N.J.S.A. 40A:11-16, as amended by L1997, C408.
- B. If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid-price. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and

organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.

Bidder shall submit with its Bid the "Subcontractor listing" Form in Specification Section 00401. If requested by N.J.S.A. 40A:11-16, Bidder shall also submit a certificate as provided therein.

#### 1.11 Bid Form

- A. A Bid Form for each Contract is included with the Bidding Documents in Specification Section 00300. All blanks on the applicable Bid Form must be completed in ink or by typewriter.
- B. Attention is directed to the fact that a complete set of Bidding and Contract forms are bound within these Bidding Documents. These forms can be detached.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown together with the places of residence for each partner.
- E. Bids by individuals must be executed in the name of individual and shall include his business address and place of residence.
- F. Bids by limited liability companies must be executed in the LLC's name and signed by the managing member, whose title must appear under his signature. The LLC's address and State of formation must be shown below the signature. If a Member other than the managing member of the LLC executes the bid such signature shall be accompanied by evidence of authority to sign.
- G. The Bid constitutes an acknowledgement of receipt of all Addenda, the numbers and dates of which shall be filled in on the Specification Section 00307 Form.
- H. The address, telephone and fax numbers for communications regarding the Bid must be shown.
- I. All names must be typed or printed below the signature, which must be ink to be considered.
- J. A statement of Ownership form and Non-collusion Affidavit must be signed by the Bidder in order for the bid to be considered complete.

#### 1.12 Submission of Bids

Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked as instructed in the Invitation to Bid and with the name and address of the Bidder and accompanied by the Bid security and other required

documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Bid Enclosed" on the face of it.

1.13 Modification and Withdrawal of Bids

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. Requests for withdrawal of bids after Bid opening due to clerical error shall be made in accordance with appropriate laws.

1.14 Opening of Bids

Bids will be opened as stated in the Invitation to Bid.

1.15 Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty (60) calendar days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

1.16 Rejection of Proposal

Pursuant to law, the OWNER at its discretion may reject any or all Bids or parts thereof only when it has sound documented business reasons which are in the best interest of the OWNER, the project and the New Jersey Environmental Infrastructure Financing Program. A Bid Proposal may be rejected if the Bid shows any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. However, the OWNER reserves the right to waive any informalities, defects or irregularities in Bid proposals.

No contract for work shall be awarded to a contractor or subcontractor who is included on the New Jersey State Treasurer's list of debarred, suspended and disqualified bidders. Submission of false, deceptive, or fraudulent statements or information by bidders shall result in bid rejection or, if applicable, revocation of an awarded contract. Additionally, any such bidder will be subject to the criminal and/or civil penalties provided by all applicable state and federal laws.

1.17 Award of Contract

- A. Pursuant to law, the OWNER may reject bids when it has sound, documented business reasons which are in the best interest of the OWNER. OWNER reserves the right to waive any and all informalities not involving price, time or changes in the Work and to negotiate, to the extent permitted by applicable law contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of words and any summations or multiplications recalculated.

- B. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, prices and other data, as may be requested in the Bid Form prior to the Notice of Award.
- C. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted. OWNER also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- D. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- E. If the Contract is to be awarded, it will be awarded to the lowest responsible Bidder.

#### 1.18 Contract Security

Article 5 of the General Conditions and the Supplemental General Conditions set forth OWNER'S requirements as to Performance and Payment Bonds (Specification Section 00600). When the Successful Bidder delivers the executed Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds, Insurance, Environmental Maintenance Bond, and Maintenance Bond.

#### 1.19 Signing of Contract

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within ten (10) working days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Contract and attached documents to OWNER with the required Bonds. Thereafter OWNER shall deliver one (1) fully signed counterpart to CONTRACTOR.

If Successful Bidder shall fail or neglect to sign and execute the Contract and bonds with ten (10) working days after Notice of Award, such failure or neglect may be deemed to be an abandonment and breach of Contract by the Bidder and shall be just cause for an annulment of the award and action for breach of contract. Upon such abandonment, OWNER shall have the authority to make an award to another Bidder or re-advertise for Bids. In addition, OWNER may exclude Bidder from bidding on subsequent PVSC projects for such a period, as the OWNER may deem appropriate. Further, the Bidder improperly failing to execute the contract shall be liable for all damages incurred, including but not limited to:

- The increased contract price incurred in awarding the contract to another Contractor.
- For an amount for any delay caused in said failure at the liquidated per diem rate for delay damages set forth in the Contract.

- The increased administrative and/or consultant costs incurred as a result of said failure.

It is understood and agreed by said Bidder that, upon notice of said failure, the surety shall pay the OWNER the amount provided for the Proposal Guarantee in accordance with the provisions of the Proposal and the OWNER shall be entitled to collect on any certified checks or Proposal, or Performance and Payment Bonds posted as security for execution.

1.20 Pre-bid Meeting

A pre-bid meeting and tour of the Project Area will be held as stated in the Invitation to Bid. The pre-bid meeting is strongly encouraged, not mandatory. Representatives of OWNER and ENGINEER will be present to receive questions verbally on the Project. No technical questions will be answered at the meeting. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the meeting.

1.21 Sales Tax

The OWNER is exempt from payment of sales tax on all materials to be incorporated into the project. CONTRACTOR shall follow requirements in Article 6 of the General Conditions on sales tax.

1.22 Retainage

Provisions concerning retainage are set forth in the General Conditions and Supplemental General Conditions.

1.23 Nondiscrimination Provisions

Bidders are required to comply with all applicable Federal and State Statutes, Rules and Regulations including but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d-2000d-4A) and the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law against Discrimination, N.J.S.A. 10:5-1, et seq., and the rules and regulations promulgated pursuant thereto. Bidders must submit with their bid a signed affidavit stating that it shall comply with the affirmative action program (Specification Section 00306).

Successful Bidders shall, submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the Contract.

1.24 Collusive Bids

The proposal of any Bidder or Bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the

proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder. The OWNER may reject the Bid proposals of any collusive Bidder upon Bid opening. However, nothing in this section shall prevent a Bidder from superseding a Bid proposal by a subsequent proposal delivered prior to Bid opening which expressly revokes the previous Bid.

1.25 Wage Determination Rates

The successful bidder will be required to comply with all provisions of prevailing wage rates as determined by the New Jersey Department of Labor.

The CONTRACTOR's attention is directed to the prevailing wage rates contained in Exhibit 1 and to the applicable provisions of the New Jersey Prevailing Wage Act, Chapter 150, of the Laws of 1963 as amended, governing the prevailing rates of wages for workmen who are employed on this project. All applicable provisions of said Prevailing Wage Act and Amendments thereto shall be considered part of this Contract and made a part hereof. The Contractor shall pay not less than the prevailing wage rate to workers employed in the performance of any contract for the project, in accordance with the rate determined by the Commissioner of New Jersey Department of Labor pursuant to N.J.S.A. 34:11-56.25 et seq. OR the United States Secretary of Labor pursuant to 29 CFR Part 5, whichever is greater. The Contractor shall refer to Exhibit 3 of the Supplemental General Conditions for the requirements of the Davis-Bacon Act.

The Bidder does also declare and represent that in the event of any change of such prevailing rates at any time before the execution and delivery of the Contract between the Bidder and the OWNER for the work of construction of the project, or at any time thereafter, the new rates, if applicable, will become minimum rates for work performed thereafter under said Contract. No increase in the Contract price shall be claimed by the Bidder and no such increase will be granted by the OWNER as a result of such change.

In the event it is found that any employee of the Contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the Owner may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the local government for any excess costs occasioned thereby.

1.26 Construction Drawings and Specifications Provided by ENGINEER

After the award and prior to signing of the Contract, the OWNER will furnish the successful Bidder with a complete set of conformed drawings "Issued for "Construction". After the Contract has been awarded the CONTRACTOR will be furnished with five (5) sets of conformed drawings "Issued for Construction" and five (5) sets of the Specifications. The CONTRACTOR may purchase additional sets at cost.

1.27 Special Legal Requirements

This Contract will be awarded pursuant to the authority of PVSC's authorizing statute N.J.S.A. 58:14-1 et seq. ("Authorizing Statute"). Where the Authorizing Statute is silent, it is PVSC's policy to be guided by the provisions of New Jersey Local Public Contracts Law, N.J.S.A. 40A:11 et seq.

Bidders are required to make the good faith efforts to assure that disadvantaged business enterprises, women's business enterprises and labor surplus area firms are used when possible as specified in 40 CFR part 33.

The Contract is expected to be funded in part with the funds from the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust. Neither the United States nor the State of New Jersey, the New Jersey Environmental Infrastructure Trust, nor any of their departments, agencies, or employees is, or will be, a party to the Contract or any lower tier contract or subcontract. The Contract or Subcontract will be subject to regulations contained in N.J.A.C. 7:22-3.1 et seq., 4.1 et seq., 5.1 et seq., 9.1 et seq. and 10 et seq., Local Public Contracts Law, Department of Labor Current Wage Rate Determination, Prevailing Wage Act, Contract Work Hours and Safety Standard Act, Copland Act, Davis Bacon Act, Buy American Clause, Debarment and Suspension, and Socially and Economically Disadvantaged (SED) (N.A.J.C. 7:22-9).

All bids shall include a commitment to the use of small, minority, women's and labor surplus area businesses and shall be in conformity with N.J.A.C. 7:22-3.17(a)(24) and 7:22-4.17(a) with a goal of not less than 10% participation of small business enterprises owned and controlled by socially and economically disadvantaged individuals (SED's). Further details regarding required SED participation are included in the Information for Bidders and the Supplemental General Conditions.

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Bidder shall submit with their bid an executed "Two-Year Vendor Certification and Disclosure of Political Contributions" form (a copy of which can found at [http://www.state.nj.us/treasury/purchase/forms/eo134/c51\\_eo117\\_cd\\_02\\_10\\_09.pdf](http://www.state.nj.us/treasury/purchase/forms/eo134/c51_eo117_cd_02_10_09.pdf)) if the Contractor does not have Two-Year Certification at the time of the Bid, as required by Executive Order 117.

1.28 American Goods and Products to be Used where Possible

In accordance with N.J.S.A. 40A:11-18 only manufactured and farm products of the United States, whenever available, will be used in the Work.

1.29 Public Works Contractor Registration

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c.150 (C.34:11-56.26), amended 2003, c.91, s.2., unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor

or subcontractor is registered pursuant to that act. The Bidder may submit a copy of the Certificate of Registration issued by the Commissioner of Labor with the Bid.

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section, as required by L.1999,c.238,s.8; amended 2003, c.91., s.4.

### 1.30 New Jersey Business Registration Requirements

In accordance with P.L. 2004, c.57, no contract shall be entered into by any contracting agency unless the contractor provides proof of business registration prior to contract award. Proof of business registration shall be a copy of a Business Registration Certificate issued by the New Jersey Department of the Treasury, Division of Revenue.

As part of the Bid submission, the Bidder may include the proofs of all named or listed subcontractors in the Bid including subcontractors listed for minority business enterprise utilization. The Public Works Contractor Registration Act requires bidders be registered under the Act at the time of bid, but allows the Contractor to submit the Certificate prior to contract award.

The requirement of proof of business registration extends down through all levels (tiers) of the project for all contracts with a value greater than 15 percent of the Owner's bid threshold.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. Contractor shall submit subcontractors' business registration certificate to Owner/Engineer prior to executing subcontract with any subcontractor/vendor who knowingly supplies goods or services to a public agency if the value is greater than 15 percent of the Owner's bid threshold.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

### 1.31 NJDEP and Environmental Infrastructure Trust Right to Stop Work

The NJDEP may order work to be stopped under this Contract for good cause pursuant to N.J.A.C. 7:22-3.43 and 7:22-4.43. Such stoppage may be treated under the clauses of this Contract, entitled "Suspension of Work and Termination".

1.32 Investment Activities in Iran

In accordance with N.J.S.A. 52:32-58, Bidder shall certify and submit with their bid as set forth therein on a form of Certification promulgated by State of New Jersey Division of Purchase and Property entitled "Disclosure of Investment Activities in Iran". The form of Certification and accompanying list dated January 28, 2013 can be found at [http://www.state.nj.us/treasury/purchase/forms/DPA\\_Form\\_Packet.pdf](http://www.state.nj.us/treasury/purchase/forms/DPA_Form_Packet.pdf) (page 6 of 17) and <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>, respectively. **It is the responsibility of Bidder to insure that the most up to date list issued by the Division of Purchase and Property is attached to the Certification submitted with this Bid.**

1.33 New Jersey Office of State Comptroller Records Retention language (N.J.A.C. 17:44-2.2)

The Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. N.J.A.C. 17:44-2.2.

1.34 Americans with Disabilities Act Provisions

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses demands, or damages, or whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceedings is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives. It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify,

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

#### 1.35 Notice of Executive Order 125 Requirement for Posting of Winning Proposal and Contract Documents

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at: <http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

END OF SECTION

## SECTION 00200

CHECK LIST FOR BIDDERS

- A. Failure to submit items 2, 3, 4, 7, 9, 10, 13, 14, and 15 below is a mandatory clause for the bid to be rejected (N.J.S.A. 40A:11-23.2). Failure to submit items 1, 5, 6, 11, and 12 below may be cause for the Bid to be rejected (N.J.S.A. 40A:11-23.1).

<u>Item</u>	<u>Description of Item</u>	<u>Contract Section</u>	<u>Initial If Completed</u>
1	Bid Form	00300	<u>GAD ✓</u>
2	Bid Bond or Certified Check (Bid Guarantee Required by N.J.S.A. 40A:11-21)	00301	<u>GAD ✓</u>
3	Consent of Surety (N.J.S.A. 40A:11-22)	00302	<u>GAD ✓</u>
4	Surety Disclosure Statement & Certification	00302A	<u>GAD ✓</u>
5	Bidder's Affidavit	00303	<u>GAD ✓</u>
6	Non-Collusion Affidavit	00304	<u>GAD ✓</u>
7	Statement of Ownership (N.J.S.A. 52:25-24.2)	00305	<u>GAD ✓</u>
8	Affirmative Action Affidavit	00306	<u>GAD ✓</u>
9	If applicable, Acknowledgement of Receipt of Notices or Revisions or Addenda Of an Advertisement, Specifications or Changes to Bid Document Form	00307	<u>GAD ✓</u>
10	Certification of Nonsegregated Facilities	00308	<u>GAD ✓</u>
11	Certification of Bidder's Status	00309	<u>GAD ✓</u>
12	Bidder's Qualification Form	00400	<u>GAD ✓</u>
13	Subcontractor Listing (N.J.S.A. 40A: 11-16)	00401	<u>GAD ✓</u>
14	Business Registration Certificate (N.J.S.A. 52:32-44)	(00100, paragraph 1.30)	<u>GAD ✓</u>
15	Executive Order 117 Certification	(00100, paragraph 1.27)	<u>GAD ✓</u>
16	Public Works Contractor Registration	00402	<u>GAD ✓</u>
17	Certificate of Equal Opportunity	00403	<u>GAD ✓</u>
18	Certification of Affirmative Action Plan Contractors and Subcontractors	00404	<u>GAD ✓</u>
19	American Iron and Steel Certification	00405	<u>GAD ✓</u>
20	Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58)	00406	<u>GAD ✓</u>

The undersigned hereby acknowledges and has submitted the above listed requirements.

Travis Inc.

Name of Contractor

G.A. Di Giovanni

Signature of Representative

Print: AS Di Giovanni

Title: President

Date: 9/16/16

Note: This form is to help the bidder in preparing his proposal. All information must be filled out in this Section.

END OF SECTION

SECTION 00300

BID FORM

To: PASSAIC VALLEY SEWERAGE COMMISSION

Bid Submitted For: CONTRACT NO. A921 - PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS

Pursuant to and in compliance with your Invitation to Bid and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Bidding Documents for the amount named in the proposal hereinafter described. In making this proposal the Bidder hereby declares that all provisions of Addenda which have been issued have been complied with in preparing bids.

Name of Bidder:

Travis Inc.

Bidder:

Corporation

(Individual, Partnership, Corporation, Joint Venture; L.L.C. as case may be)

Bidder's Business Address:

11 Merry Lane East Hanover, NJ 07936

Telephone No.: 973-515-5352 Fax No.: \_\_\_\_\_

Date of Bid: September 20, 2016

(If Bidder is an Individual, fill in the following blanks:)

Name of Individual:

N/A

Residence of Individual:

N/A

(If Bidder is a Partnership, fill in the following blanks:)

Name and Title of Partner:

N/A

(If Bidder is a Corporation, fill in the following blanks:)

Organized under the laws of the State of:

New Jersey

Name and Residence of President:

AJ DiGiovanni

Name and title of person signing this bid form if not President (copy of authority to sign must be attached)

N/A

Name and Residence of Secretary:

Peter Barba

(If Bidder is a Limited Liability Company, fill in the following blanks:)

Formed under the laws of the State of :

N/A

Name of Managing Member:

N/A

Name and title of person signing this bid form if other than Managing Member (copy of authority to sign must be attached)

N/A

The undersigned, as Bidder, declares that he/she is authorized to sign this Bid Form on behalf of Bidder; that he/she has carefully examined the annexed proposed form of contract and bond and the drawings therein referred to; and that he proposes and agrees, if this proposal is accepted, to contract with the Passaic Valley Sewerage Commission (PVSC), in the form of the copy of the Contract deposited in the office of the PVSC, to perform all the work described in the Contract Specifications in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the sums, exclusive of all taxes, proposed herein.

If this proposal shall be accepted by the PVSC, and the undersigned shall fail to contract as aforesaid, as specified in the General Conditions according to the address herewith given, that the contract is ready for signature, then the PVSC may at their option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the certified check and/or Bid Bond and the proceeds thereof for 10% of the sum of \$20,000 dollars (Bid Security) accompanying this proposal shall become the property of the PVSC and additionally the bidder shall be liable to PVSC for any and all damages accruing to PVSC by reason of said default; otherwise the accompanying check and/or Bid Bond, shall be returned to the undersigned.

Signature of Bidder with residence and business address:

Business:

11 Maple Lane  
East Hanover, NJ 07927

Residence:

Dated: 4/19/2011

Corporate Seal:

Attest:

Name:

Print:

Title:

Other (Specify):

**THE BIDDER AFFIRMS AND DECLARES:**

- A. That he has carefully examined the site of the work and that, from his own personal investigations and research, has satisfied himself as to the nature and location of the work; the character, quality and quantity of existing materials. All difficulties likely to be encountered; the kind and extent of labor, equipment, other facilities needed for the performance of the work; the general and local conditions; and all other items and conditions which may, in any way, affect the work or its performance.
- B. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract, that the work can be performed as called for by the Contract, and that he will execute the Contract and will completely perform it in strict accordance with its terms for the prices.
- C. That the Bidder will execute work for the Allowance items as directed by the Engineer. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.
- D. That the Bidder declares the attached "Qualification Form" is in all respects a true and complete statement of the qualifications and financial condition of the Bidder.
- E. The price is exclusive of N.J. State and Federal Taxes.
- F. Prices shall also include all transportation charges on materials removed from site and charges pertaining to disposal and other costs pertaining to the execution of the work.
- G. He shall maintain for the duration of the work to be done under this contract, insurance in the amounts specified in the Contract. Upon execution of the Contract, the contractor shall furnish all certificates of insurance as required and set forth herein.
- H. That he understands and agrees to the conditions for liquidated damages.
- I. Upon completion, inspection and acceptance by P.V.S.C. of the work, CONTRACTOR shall turn over to P.V.S.C. the Maintenance Bond (Specification Section 00601) for the one (1) year Correction Period specified in the Contract Documents.
- J. The Bidder has clearly marked on the outside of the sealed envelope that contains his/her bid, the Bidder's name, contract name and number, and bid opening date.

**DETERMINATION OF LOW BID.** Determination of low bid will be made by comparing the total estimated bid price, which shall include the lump sum bid price and allowance.

A BID ON CONTRACT NO. A921

PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS

ITEM	QUANTITY	LUMP SUM OR UNIT PRICE WRITTEN IN WORDS	BID PRICE WRITTEN IN FIGURES	
			Dollars	Cents
1	LUMP SUM	<p>MOBILIZATION</p> <p>Lump Sum (Must be written in words)</p> <p>FOR <del>THREE HUNDRED THIRTY NINE THOUSAND EIGHTY SEVEN AND FIFTY CENTS</del>  Dollars Cents</p>	339,087	50
2	LUMP SUM	<p>PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS</p> <p>Lump Sum (Must be written in words)</p> <p>FOR <del>THREE HUNDRED THIRTY NINE THOUSAND EIGHTY SEVEN AND FIFTY CENTS</del>  Dollars Cents</p>	3,051,787	50
3	LUMP SUM	<p>ALLOWANCE</p> <p>Lump Sum (Must be written in words)</p> <p>FOR Two Hundred and Fifty Thousand Dollars and No Cents  Dollars Cents</p>	\$250,000	.00

TOTAL BID PRICE (Sum of Item No. 1 and No. 2) (in Figures)

\$ 3,390,875

Amount Written:

~~THREE MILLION THREE HUNDRED NINETY THOUSAND EIGHT HUNDRED SEVENTY FIVE~~ Dollars and NO Cents

SECTION 00301

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, TRAVIS, INC., as Principal; and Bondex Insurance Company Surety, are hereby held and firmly bound unto the Passaic Valley Sewerage Commission in the penal sum of 10% not to exceed Twenty Thousand Dollars (\$20,000.00) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 20th day of September 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Passaic Valley Sewerage Commission a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing, to:

CONTRACT NO. A921 - PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS

NOW THEREFORE,

- A. If said Bid shall be rejected, or, in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form of CONTRACT attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said CONTRACT, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

Principal: TRAVIS, INC.

Surety: Bondex Insurance Company by: Brenda Turiello  
Brenda Turiello, Attorney-in-fact

SECTION 00302

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the \_\_\_\_\_

Bondex Insurance Company (Name of Surety) corporation organized and existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey, certifies and agrees, that if CONTRACT NO. A921 -- PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS PROJECT is awarded to TRAVIS, INC.

undersigned corporation will execute the Bond or Bonds as required by the CONTRACT Documents and will become surety in the full amount of the CONTRACT price for the faithful performance of the contract and for payment of all persons supplying labor or furnishing materials in connection hence with.

Bondex Insurance Company

Signature of Surety by: Brenda Turiello

Print Name: Brenda Turiello

Title: Attorney-in-fact

Address: 30A Vreeland Road, Florham Park, NJ 07932

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(To be accompanied by the usual proof of authority of officers of surety company to execute the same.)

## **- SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

Surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-9 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended May 26, 2016 (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

Capital and Surplus: \$3,379,830

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

Limitation: 338,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

(4) The amount of the bond to which this statement and certification is attached is:  
\$ amount bid

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION (continued)**

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

- (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:
- |  |             |
|--|-------------|
| Arch Reinsurance Company 445 South Street, Morristown, NJ 07962  | \$2,220,000 |
| Ace Property & Casualty Insurance Company through Ace Tempest Re, USA, LLC<br>281 Tresser Blvd, Suite 500 Stamford, CT 06901 | \$1,480,000 |

;and

- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C. 17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

**CERTIFICATE**

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

I, Brenda Turiello (Name of Agent), as Attorney-in-fact (Title of Agent) for  
Bondex Insurance Company (Name of Surety), a corporation/mutual insurance company/other  
(circle one) domiciled in New Jersey (state of domicile), DO  
HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me  
are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is  
VOIDABLE.

*Brenda Turiello*  
(Signature of certifying agent)

Brenda Turiello  
(Printed name of certifying agent)

Attorney-in-fact  
(Title of certifying agent)

Bondex Insurance Company  
30A Vineland Road, Florham Park, New Jersey 07931

**POWER OF ATTORNEY  
For Bid Bonds and Consents of Surety ONLY**

**KNOW ALL MEN BY THESE PRESENTS:**

That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint:

**Claudia Pereira, Brenda Turicello, Kathleen McGeevy, and Samantha Martucci**

its true and lawful Attorney(s)-in-Fact, with full power and authority to execute on its behalf **bid bonds and consents of surety** in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$4,000,000.00

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7<sup>th</sup> day of March, 2007.

*\*RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.

*"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"*

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 16<sup>th</sup> day of June 2016.



Bondex Insurance Company

By: Philip S. Tobey, President

State of New Jersey  
County of Morris at

On this 16th day of June, 2016, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above.

**BRENDA A. TURIELLO**  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2319316  
My Commission Expires 07/01/2019

Brenda A. Turicello  
Notary Public

I, Lionel D. Jorge, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25<sup>th</sup> day of Sept. 14, 2016

Exec No. Bid



Bondex Insurance Company

Lionel D. Jorge, Secretary

SECTION 00303

BIDDER'S AFFIDAVIT

State of NJ )

ss: 138768224

County of Warren )

AJ DiGiovanni being duly sworn, deposes and says that he resides at

211 Seymour Road Hackensack, NJ 07610 that he is the President

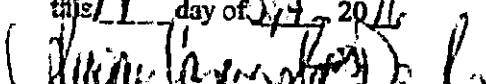
of Travis Inc. (Title)  
(Name of Bidder)

who signed the above Proposal or Bid, that he was duly authorized to sign, and that the Bid is a true offer of the Bidder, and the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

  
(Affiant)

Sworn to and subscribed before me

this 19<sup>th</sup> day of Sept, 2011

  
Notary Public in and for

Union County, New Jersey

My Commission Expires

Aug 26, 2020

Susan Casqueira Santos Da Silva

Notary Public

My Commission Expires: 

SECTION 00304

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY, COUNTY OF Warren ss.: 138768224

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

I am President of the firm of Travis Inc. the bidder making the Bid for the above-named contract, and that I executed the said Bid with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the within Contract; and that all statements contained in said Bid and in this Affidavit are true and correct, and made with full knowledge that the Passaic Valley Sewerage Commission relies upon the truth of the statements contained in said Bid and in the statements contained in this Affidavit in awarding the Contract.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business.

For breach or violation of this warranty the Owner shall have the right to annul the Contract without liability or in its discretion to deduct from the Contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

  
(Affiant)

Sworn to and subscribed before me

this 19<sup>th</sup> day of Sept 2016

  
Notary Public in and for

Union County, New Jersey

My Commission Expires

August 2020

Susan Casqueira Santos Da Silva

Notary Public

My Commission Expires: 7/20/2020

SECTION 00305

STATEMENT OF OWNERSHIP

Under the provisions of the State Law (N.J.S.A. 52:25-24.2, Chapter 33 of the Laws of 1977), a Bidder must file a statement of ownership prior to or with the Bid. The statement must contain the names and addresses of all owners of ten percent (10%) or more of the stock of whatever class of the corporation, or the names of individual partners in the partnership, who own ten percent (10%) or greater interest in the partnership, as the case may be. In order for your Bid to be considered, you must list below the names and addresses of those meeting the criteria of the law:

1. Partners with 10% or greater interest.

If none, so indicate. Do not leave this space blank:

Name

Addresses

None

2. Owners of 10% or more of the stock of the corporation including stock of all classes.

If none, so indicate. Do not leave this space blank:

Name

Addresses

Peter Barba

AJ DiGiovanni

3. Owners of 10% or more of membership interest in limited liability company:

If none, so indicate. Do not leave this space blank:

Name

Addresses

None

4. If, under item 2, the name of a partnership, corporation or limited liability company is listed, list below the names of individual partners and/or stockholders of whatever class who own a 10% or greater interest in the partnership, corporation or limited liability company listed under item 2. Disclosure shall be continued until names and address of every non-corporate stockholder, individual partner or member exceeding the 10% membership criteria established in the cited statute has been listed:

If none, so indicate. Do not leave this space blank.

Names

Addresses

None

Signature: G. J. D.  
(person who signs Bid proposal)

**NOTE:** Your attention is directed to the fact that failure to complete the statement of ownership form is a non-waivable deficiency and the Commission in the event of non compliance are required as a matter of law to reject your Bid. All of the information requested is strictly required. Each question must be answered either by providing the requested information or if the answer to the question is "none", that must be written in. If required, attach additional sheets to list all names.

SECTION 00306

AFFIRMATIVE ACTION AFFIDAVIT

(to be completed by firms with more than 50 employees)

AJ DiGiovanni of the firm of Travis Inc.  
(name)

being sworn according to law on his oath deposes and says that:

1. I am authorized to make this affidavit on behalf of:

Travis Inc.  
(name of firm)

2. In addition an agreement to comply with an Affirmative Action Program for equal employment opportunity heretofore submitted as part of any pre-qualification statement, or under other conditions of this contract for a similar program, I/we do hereby further affirm that I/we will comply with the rules and regulations which will be promulgated by the State Treasurer as of the effective date therefor pursuant to the Affirmative Action Law (P.L. 1975, c. 127), as amended.

AJ DiGiovanni President  
Name and Title

[Signature]  
Signature of Authorized Representative

Subscribed and sworn to  
before me this 19th

day of September 2020

[Signature]  
Seal Notary Public of New Jersey

Susan Casqueira Santos Da Silva  
Notary Public  
My Commission Expires: 10/24/2020

AFFIRMATIVE ACTION  
AFFIDAVIT

00306-1

**AFFIRMATIVE ACTION AFFIDAVIT**

(to be completed by firms with fewer than 50 employees) **N/A**

I \_\_\_\_\_ of the (City, Town, Borough) of \_\_\_\_\_ in the County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

1. I am \_\_\_\_\_ of the firm of \_\_\_\_\_ a bidder making a proposal upon

**CONTRACT NO. A921 - PLANT SUMP PUMP RELOCATION AND  
GENERATOR PROVISIONS PROJECT**

2. \_\_\_\_\_ does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. \_\_\_\_\_ has complied with all the affirmative action requirements of the State of New Jersey, including those required by the P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
5. I am aware that if \_\_\_\_\_ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of \_\_\_\_\_ (City, Town, Borough) of \_\_\_\_\_ until an affirmative action plan is approved. I am also aware that the contract may be terminated and the \_\_\_\_\_ may be debarred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature of Authorized Representative

Subscribed and sworn to  
before me this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Seal Notary Public of New Jersey

**N/A**

**AFFIRMATIVE ACTION  
AFFIDAVIT**

00306-2

## SECTION 00307

## ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

## PASSAIC VALLEY SEWERAGE COMMISSION

PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS PROJECT  
(Name of Construction Project)A921  
(Contract No.)

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 notices, revision or addendum. Note that the PVSC's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be submit for rejection of the bid.

Addendum No.	How Received (mail, fax, Pick-up, etc)	Date Received
1	website	9/14/2016

Acknowledgement by bidder:

Name of Bidder: AJ DiGiovanniTravis Inc.

By Authorized Representative:

Signature: Printed Name and Title: AJ DiGiovanniDate: September 19, 2016

SECTION 00308

CERTIFICATION OF NONSEGREGATED FACILITIES

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

The state-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 state-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 state-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The state-assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

  
Signature

September 19, 2016

Date

AJ Digiovanni  
Name and Title of Signer (Please Type)

President

NOTE: The penalty for making false statements in offers is prescribed in 18 USC 1001.

SECTION 00309

CERTIFICATION OF BIDDER'S STATUS ON  
THE STATE TREASURER'S LIST OF  
DEBARRED, SUSPENDED AND DISQUALIFIED BIDDERS

STATE OF NJ

COUNTY OF WARREN

I, AJ DiGiovanni of the City of, in the State of, New Jersey  
full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Travis Inc. the  
bidder making the Bid for the above named project; that I executed the said Bid, 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: G.A.D.  
Deponent's Signature

Date: September 19, 2016

AJ DiGiovanni President  
Deponent's Printed Name and Title

Subscribed and sworn to \_\_\_\_\_

before me this 19th day of Sept, 2016.

Susan Casqueira Santos Da Silva

Notary Public of N.J.

My Commission expires 8/26/2020.

Susan Casqueira Santos Da Silva

Notary Public

My Commission Expires 8/26/2020

## SECTION 00400

BIDDER'S QUALIFICATION FORM

1. Name of Contractor Travis Inc.
2. How many years experience have you had in construction work of the same general type as this Contract? 40+
3. Give information about the construction experience of the principals of your present organization who will be involved in the Contract:

Individual's Name	Present Position in Organization	Years of Construction Experience	Size and Type of Work	Proposed Position For This Contract
Peter Barba	owner	40	Large electrical const.	Consultant
AJ DiGiacomini	President	25	Large electrical const.	Manager
Mark Martin	Supervisor	30	PISC maintenance const.	Supervisor
Fred Costantino	Foreman	30	PISC maintenance const.	Foreman

4. Give information about your present contract workload, or contracts to which you are committed:

Contract Price	Type of Construction	Location Of Work	Percentage Complete	Expected Completion Date	Name and Phone No. of Owner
\$1,000,000	electrical	Papua New Guinea	10%	March 2017	
\$6,000,000	electrical	N.C.V.A.	60%	May 2017	
\$1,000,000	electrical	Summit NJ	30%	December 16	
\$1,000,000	Maintenance	Newark NJ	40%	December 15	

5. Has your organization, or any other partner thereof, failed to complete a construction contract? yes ☒ no
6. Provide five (5) references of projects similar in scope and size to that required under this Contract. Give only engineers, architects or owner's representatives for whom you have done similar work.

<u>Name</u>	<u>Business Address</u>	<u>Telephone</u>	<u>Project</u>
			<u>PWSC Maintenance</u>
			<u>Kean steam pit repair</u>
			<u>Water plant upgrades</u>
			<u>Various water plant upgrades</u>
			<u>Various water facility upgrades</u>

7. Is any litigation pending or threatened against your organization?  
NO
8. Has your organization been denied award of any construction project where it was the lowest bidder? NO

If yes, give details: N/A

9. Give as reference a surety company or companies regarding your organization's financial responsibility and general reliability:

Name of Surety Company American Endurance Insurance Co., Bondex  
Name of Local Agent (if different)

Dale Group

Local Address: 30A Vreeland Road Florham Park, NJ 07932

Telephone 973-377-5077

Person familiar with Bidder's account: Kathlyn McGreevy

10. Give the names and telephone numbers of personnel in your organization authorized to participate in discussions of the proposed contract

Name

Telephone

AJ DiGiovanni

Peter Barba

## SECTION 00401

### SUBCONTRACTOR LISTING

Failure to complete this Section is cause for the bid to be rejected (See NJSA 40A:11-16).

Before submitting his bid, the Bidder shall completely familiarize himself with Section 40A:11-16 of the New Jersey Local Public Contracts Law (New Jersey Statutes Annotated 40A:11-16). On contracts for the erection, alteration or repair of any public building, if the Bidder will use subcontractors for the plumbing work and gas fitting and all kindred work, steam and hot water heating and ventilating apparatus, steam power plants and kindred work, electrical work, structural steel and ornamental iron work he shall list below the name and address of each subcontractor to be used for these respective and kindred categories of work.

WORK CATEGORY	NAME	ADDRESS
Plumbing and Gas Fitting and all kindred work	N/A	
Steam Power Plants, Steam and Hot Water Heating and Ventilating Apparatus and all kindred work	N/A	
Electrical Work <del>instrumentation</del> Control work only	Advantech	24 Tost Road Fairfield, NJ 07004
Structural Steel and Ornamental Iron Work	N/A	

(Attach additional pages as required)

NOTE: Submission of the names and addresses of the subcontractors required by N.J.S.A. 40A:11-16 is essential and nonwaivable. The names and addresses for subcontractors must be provided for each work category above, otherwise the bid will be deemed nonresponsive. Where more than one subcontractor is named for a work category, the bidder must identify, in the Bid, the scope of work that is to be performed by each subcontractor, as required by P.L. 1997, c. 408. Failure to comply with these statutory requirements will result in the Bid being deemed nonresponsive.

AJ DiGiovanni President  
Name and Title of Authorized Representative

  
Signature of Authorized Representative



24 Just Road  
Fairfield, New Jersey 07004-3419  
Tel: 973-808-8550  
Fax: 973-808-2923  
Email: [ilana@advantechcorp.com](mailto:ilana@advantechcorp.com)



**PASSAIC VALLEY SEWERAGE COMMISSION  
PLANT SUMP PUMP RELOCATION AND  
GENERATOR PROVISIONS PROJECT  
CONTRACT NO. A921**

**INSTRUMENTATION AND CONTROL PANELS**

**TECHNICAL PROPOSAL**

**PREPARED BY**

**ADVANTECH CORPORATION  
24 JUST ROAD  
FAIRFIELD, NEW JERSEY 07004**

**Proposal No. 6144  
Date: September 19, 2016**

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

ADVANTECH CORPORATION

ADDRESS:

20 JUST ROAD STE 120

FAIRFIELD NJ 07004

EFFECTIVE DATE:

07/15/88

TRADE NAME:

SEQUENCE NUMBER:

0111268

ISSUANCE DATE:

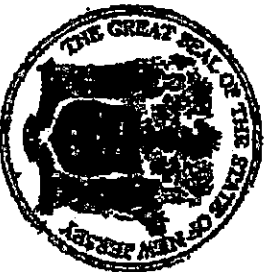
03/25/88

*James J. Zuccarone*  
Director  
New Jersey Division of Revenue

FORM BRCD 1-84

Certificate Number  
850168

Registration Date: 03/10/2016  
Expiration Date: 03/09/2018



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-58.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2016**  
Advanced Construction Corporation

Responsible Representative(s):

Paula Hauer, President

*Harold J. Witte*  
Harold J. Witte, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026

**KIM GUADAGNO**  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ANDREW P. SIDAMON-ERISTOFF**  
*State Treasurer*

### APPROVED

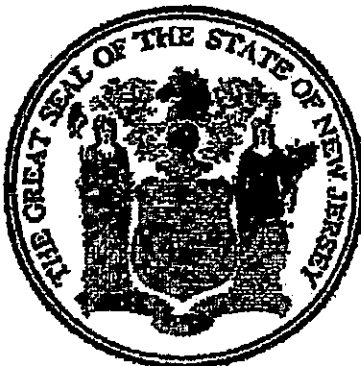
*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **ADVANTECH CORPORATION** as a Category 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: [www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).



*Andrew Paritelides*  
Andrew Paritelides  
Assistant Director

Issued: April 13, 2015  
Certification Number: 68595-15

Expiration: April 12, 2018



**State of New Jersey**

**CHRIS CHRISTIE**  
*Governor*

**DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6579**

**KIM GUADAGNO**  
*Lt. Governor*

**ANDREW P. SIDAMON-KRISTOFF**  
*State Treasurer*

**CERTIFIED**

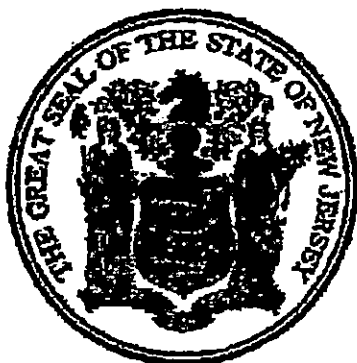
*under the*

**Small Business Set-Aside Act and Minority and Women Certification Program**

This certificate acknowledges **ADVANTECH CORPORATION** is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.



*Andrew P. Kristoff*  
**Andrew Pantisfides**  
*Assistant Director*

**Issued: July 10 2014  
Certificate Number: 65874-15**

**Expiration: July 9, 2017**

**I. Project Objectives**

AdvanTech Corporation (AdvanTech) proposes to supply Instrumentation, Control System components and technical services for the implementation of the Plant Sump Pump Relocation and Generator Provisions Project (Contract No. A921) for the Passaic Valley Sewerage Commission (Owner).

This proposal is based on AdvanTech's interpretation of the Contract Specification Sections 26420 and 26910; Addendum 1; and Contract Drawings E-01 thru E-504, collectively referred to within this proposal as Specification.

Please examine the Assumptions and Conditions section for a list of assumptions made part of this proposal.

**II. Scope of Work**

AdvanTech proposes to supply the following hardware, software and technical services under this proposal:

**A. Control Panels**

The following control panels will be supplied by AdvanTech under this proposal.

**1. Filtrate Pump Control Interface Panel (CP-FPCI)**

One (1) fully fabricated and functionally tested, NEMA 4X Type, UL Certified, CP-FPCI Panel, located in the Filter Press Basement, consisting of the following major components:

- a. One (1) Allen Bradley Micro Logix PLC with all the required PLC I/O Modules, Communication Modules, and Power Supplies;
- b. One (1) Uninterruptible Power Supply (UPS);
- c. One (1) Digital Panel Meter;
- d. Six (6) Pilot Lights;
- e. All necessary relays, surge protection, terminal blocks, circuit breakers, fuses, nameplates and other miscellaneous components.

**2. Dewatering Pump Control Interface Panel (CP-DPCI)**

One (1) fully fabricated and functionally tested, NEMA 4X Type, UL Certified, CP-DPCI Panel, located in the Heat Treatment Basement, consisting of the following major components:

- a. One (1) Allen Bradley Micrologix PLC with all the required PLC I/O Modules, Communication Modules, and Power Supplies;
- b. One (1) Uninterruptible Power Supply (UPS);
- c. One (1) Digital Panel Meter;
- d. Six (6) Pilot Lights;
- e. All necessary relays, surge protection, terminal blocks, circuit breakers, fuses, nameplates and other miscellaneous components.

**3. Filtrate Pump Motor Starter Panels (MS-FP1, MS-FP2, MS-FP3)**

Three (3) fully fabricated and functionally tested, NEMA 4X Type, UL Certified, Motor Starter Panels, located in the Filter Press Basement, each consisting of the following major components:

- a. One (1) Main Panel Disconnect;
- b. One (1) 25HP, Full Voltage Combination Magnetic Motor Starter;
- c. One (1) Control Power Transformer;

- d. One (1) Selector Switch;
  - e. Two (2) Pilot Lights;
  - f. All necessary relays, terminal blocks, circuit breakers, fuses, nameplates and other miscellaneous components.
4. Dewatering Pump Motor Starter Panels (MS-DP1, MS-DP2, MS-DP3)  
 Three (3) fully fabricated and functionally tested, NEMA 4X Type, UL Certified, Motor Starter Panels, located in the Heat Treatment Basement, each consisting of the following major components:
- a. One (1) Main Panel Disconnect;
  - b. One (1) 75HP, Autotransformer Reduced Voltage Magnetic Motor Starter;
  - c. One (1) Control Power Transformer;
  - d. One (1) Selector Switch;
  - e. Two (2) Pilot Lights;
  - f. All necessary relays, terminal blocks, circuit breakers, fuses, nameplates and other miscellaneous components.
5. Sump Pump Control Panels (CP-SP1A/B/C/D/E/F/G/H, CP-SP2A/B/C/D/E/F/G, CP-SP3A/B/C/D/E/F/G, CP-SP4A/B, CP-SP5A/B, CP-SP6A/B/C/D)  
 Thirty (30) fully fabricated and functionally tested, NEMA 4X Type, UL Certified, Duplex Sump Pump Control Panels, consisting of the following major components:
- a. One (1) Main Panel Disconnect;
  - b. Two (2) 10 HP NEMA Starters with Overloads;
  - c. One (1) Control Power Transformer;
  - d. One (1) Duplex Alternator;
  - e. Six (6) Time Delay Relays;
  - f. Four (4) Push-to-Test Pilot Lights;
  - g. Two (2) 3-Position Selector Switches;
  - h. Two (2) 2-Position Selector Switches;
  - i. One (1) 2-Position Selector Switch with Cover;
  - j. All necessary circuit breakers, fuses, relays, terminal blocks, nameplates and other miscellaneous components.
6. Local Control Stations for Dewatering and Filtrate Pumps  
 Six (6) fully fabricated and functionally tested, NEMA 6P Type, UL Certified, Local Control Stations, each consisting of the following major components:
- a. One (1) NEMA 6P Enclosure;
  - b. One (1) 22mm, IP67 rated Emergency Stop Pushbutton;
  - c. One (1) 22mm, IP67 rated, Pilot Light;
  - d. One (1) IP67 rated, 3-Position Selector Switch;
  - e. All nameplates as required.
7. Local Control Stations for Sump Pumps  
 Thirty (30) fully fabricated and functionally tested, NEMA 6P Type, UL Certified, Local Control Stations, each consisting of the following major components:
- a. One (1) NEMA 6P Enclosure;

- b. Two (2) 22mm, IP67 rated, Pilot Lights;
- c. Two (2) IP67 rated, 3-Position Selector Switches;
- d. All nameplates as required.

**B. Instrumentation**

AdvanTech will supply the following instrumentation under this proposal:

- 1. One Hundred and Fifty (150) Float Switches with 20' of Cable.

**C. Spare Parts**

AdvanTech will supply the following spare parts, under this proposal:

- 1. Twenty Percent (20%) Terminal Blocks (installed in each panel described above);
- 2. Ten Percent (10%) Fuses of each type;
- 3. Ten Percent (10%) Pilot Lights of each type.

**D. System Engineering and Documentation**

The following is a list of services that will be supplied by AdvanTech for the implementation of this project:

- 1. Submittals for the equipment supplied by AdvanTech under this proposal;
- 2. Mechanical and Electrical Enclosure Layout Drawings;
- 3. Loop Wiring Diagrams;
- 4. Point to Point Wiring Diagrams for the panels described above;
- 5. Modifications to the existing plant record drawings for new field wiring and interconnections.
- 6. Test Reports;
- 7. Training Manuals;
- 8. O&M Manuals;
- 9. PLC configuration and programming;
- 10. Coordination as it relates to equipment supplied by AdvanTech under this proposal;
- 11. Factory Acceptance Testing (FAT) of control equipment at AdvanTech's Fairfield, New Jersey facility.

**E. Field Investigation**

Up to three (3) days onsite (during normal business hours) for field investigations relating to the location, configuration and interface requirements of the existing Supervisory SCADA PLC I/O Signals from the control equipment being supplied by AdvanTech.

**F. Start-Up, Commissioning and Testing**

Two (2) days of field calibration, start-up, commissioning and testing (during normal business hours) associated with PLC based Control Interface Panels supplied by AdvanTech.

Should any additional days onsite be required for field investigations, start-up, commissioning and/or testing of any of the equipment supplied by AdvanTech, they shall be charged in addition to the cost of this proposal.

AdvanTech's Standard Field Service Rates have been included below for your convenience.

**G. Training**

One (1) day of training (during normal business hours) at the project facility associated with equipment and services supplied by AdvanTech.

### III. AdvanTech's Standard Per Diem Service Rates

The following are AdvanTech's standard, per diem technical service rates for your convenience:

1. Basic non-emergency (7 to 10 day response), on-site rate is \$1200.00 per eight (8) normal business hours (8AM to 5PM) Monday through Friday except legal holidays. A minimum of one (1) day per each visit is charged.
2. Emergency (1 to 3 day response), on-site rate is \$1300.00 per eight (8) normal business hours (8AM to 5PM) Monday through Friday except legal holidays. A minimum of one (1) day per each visit is charged.
3. Time on Saturdays or in excess of eight (8) hours on normal business days is charged at 1.5 times the appropriate basic rate.
4. Time on Sundays, legal holidays or in excess of eight (8) hours on Saturday is charged at 2 times the appropriate basic hourly rate.
5. Travel time is charged at \$95 per hour.
6. All expenses associated with the project, including travel, meals and incidentals are charged at cost plus ten (10) percent.

### IV. Delivery

Project schedule is to be agreed following receipt of the order. AdvanTech will not be responsible for any delays caused by slow responses to submittals, Requests for Information (RFI), or any actions outside of our control.

### V. Taxes and Permits

The above listed price assumes that the proposed materials and services have no tax consequences. Any taxes associated with the project will be charged in addition to the above listed price.

AdvanTech assumes that work to be performed under this proposal requires no permits. All permit fees (if required) will be charged in addition to the above listed price.

### VI. Assumptions and Conditions

AdvanTech has made the following assumptions in developing our proposal:

1. AdvanTech will not be responsible for furnishing any hardware, software, or services other than what is specifically identified above. The following are some of the items that will not be furnished by AdvanTech under this proposal:
  - a. Field installation of any equipment;
  - b. Supply, installation and/or termination of any conduit; electrical or fiber optic cables; communication and/or control signal wiring; or associated wiring components such as cable terminators (taps, tees connectors, etc.);
  - c. Any cable testing or certification;
  - d. Any non-proprietary mounting hardware or brackets for the instrumentation supplied under this proposal;
  - e. Any junction boxes, termination panels, MCC related hardware or other miscellaneous electrical components other than what is specifically identified above;
  - f. Any PLC Programming software licenses;
  - g. Any startup, commissioning or testing associated with the float switches, local control panels, sump pump panels and motor starter panels.
  - h. Any seismic or vibration testing or certifications;
  - i. Operating the control system at any time.

2. It shall be the responsibility of the Customer to document correct operation of the existing instrumentation and control hardware being retained, prior to any startup of the new control equipment being supplied by AdvanTech.
3. The Customer will be responsible for all field verifications of the existing conditions, including pump horsepower and motor and pump accessories that may need to be wired into the new control system.
4. The Customer will be responsible for all startup, commissioning and testing of all instrumentation and control panels (excluding the PLC based Control Interface Panels) as described above.
5. The Customer will be responsible for insuring correct operation of all the equipment not being supplied by AdvanTech.
6. Others will be responsible for handling and storage of all hardware shipped to the project site for installation. All deliveries will be coordinated with the mechanical and electrical trades to eliminate extended periods of storage.
7. AdvanTech's warranty liability will not be extended due to failure by others to complete the designated work in a timely fashion.

#### **VII. Limitation of Liability**

Since it is impossible for an AdvanTech's engineer to control all aspects of the work environment in and about the Owner's premises, AdvanTech shall not be liable to the Contractor or Owner for any loss of, or injury to, persons or property caused in whole or in part by the negligence of the Owner, its employees, contractors or agents.

#### **VIII. Confidentiality of the Proposal**

All the information supplied to the Contractor by AdvanTech within this proposal (including design concepts, scope of work, rates, prices, etc.) represents an engineering investment made by AdvanTech and is considered strictly confidential. Any reproduction or disclosure to 3<sup>rd</sup> parties, in full or in part, is strictly prohibited without the express written consent of AdvanTech's management.

#### **IX. Company Profile**

AdvanTech is a twenty-nine (29) year old WBE, UL and small business certified industrial controls and automation company located in Fairfield, New Jersey. Our staff has extensive experience in design, development and implementation of custom instrumentation, process control and monitoring projects for various industries utilizing computers, programmable controllers and related hardware/software products.

Our degrees in computer science, electrical and mechanical engineering combined with experience in project management, system analysis, instrumentation, all areas of programmable control, communications and computer programming provide AdvanTech with the capability of solving a variety of complex industrial control problems.

In addition, AdvanTech's close relationship with various manufacturers and suppliers of control and monitoring products provides AdvanTech with all the building blocks, which are necessary for the successful implementation of this project.

For additional information about AdvanTech, please visit our website at [www.advantechcorp.com](http://www.advantechcorp.com).

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 282  
TRENTON, N.J. 08646-0282

TAXPAYER NAME:

TRAVIS, INC.

TRADE NAME:

ADDRESS:

11 MERRY LANE  
EAST HANOVER, NJ 07936-3801

SEQUENCE NUMBER:

1133141

EFFECTIVE DATE:

03/04/92

ISSUANCE DATE:

03/09/93

FORM-BRC(8-01)

This Certificate is NOT assignable or transferable. It must be completely displayed at the address.



State of New Jersey  
Division of Purchase and Property  
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

## General Information

## For AGENCY USE ONLY

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_  
Description of Services \_\_\_\_\_  
Agency Contact Information  
Agency \_\_\_\_\_ Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_ Agency Email \_\_\_\_\_

## Part 1: Vendor Information

Full Legal Business Name Travis Inc.  
(including trade name if applicable)

Business Type ☒ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership  
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 11 Merry Lane Address 2 \_\_\_\_\_  
City East Hanover State NJ Zip 07926 Phone 973-515-5352  
Vendor Email adigiovanni@travisinc.net Vendor FEIN \_\_\_\_\_

## Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).
  - a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:
    - (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor;
    - (ii) Any State, county, municipal political party committee; OR
    - (iii) Any legislative leadership committee.
  - b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to:
    - (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
    - (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
  - c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to:
    - (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
    - (ii) Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

**Part 3: Disclosure of Contributions Made**

☒ Check this box if no reportable contributions have been made by the above-named business entity or individual.

Name of Recipient _____	Address of Recipient _____
Date of Contribution _____	Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____	
Contributor Name _____	
Relationship of Contributor to the Vendor _____	
Contributor Address _____	
City _____	State _____ Zip _____

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.

**Part 4: Certification**

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B or C)

(A) ☒ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name

AT DiGiovanni

Print Name

AT DiGiovanni

Phone Number

973-515-5352

Date

9/19/2016

Title/Position

President

### Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to [cd134@treas.state.nj.us](mailto:cd134@treas.state.nj.us), or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9<sup>th</sup> Floor, Trenton, NJ 08625. The agency should save the forms locally and keep the original forms on file, and submit copies to the Chapter 51 Review Unit.

SECTION 00402

PUBLIC WORKS CONTRACTOR REGISTRATION

1. In accordance with "The Public Works Contractor Registration Act," P.L. 1999, c238 (N.J.S.A. 34:11 - 56.48 et seq.) amended by P.L. 2003, C091

"No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c150 (C34:11 - 56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c238 (C34:11 - 56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor is registered pursuant to that act." (N.J.S.A./34:11 - 56.51)"

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act," P.L., 1963, c.150, (C34:11 - 56.25 et seq.) and includes any subcontractor or lower tier subcontractor of a contractor defined herein" (N.J.S.A./34:11 - 56.50)

2. Proof of registration is required before an award can be made:

"Each contractor shall, after the bid is made and prior the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section." (N.J.S.A. 34:11-56.55)

3. On and after August 16, 2003 Contractors and their listed subcontractors bidding on covered work shall provide proof of the required registration prior to the contract award. [As practical matter, proof of registration should be submitted with the Bid]
4. By signing this form, the Contractor certifies that they shall provide proof of the required registration prior to the contract award.

  
(Signature)

Sept. 19, 2016  
(Date)

AJ Digiovanni

President

(Name and Title of Signer -  
Please Type)

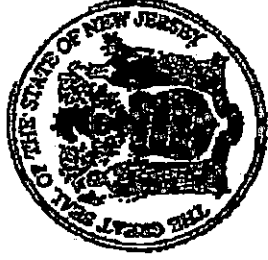
END OF SECTION

PUBLIC WORKS CONTRACTOR  
REGISTRATION

00402-1

Certificate Number  
617335

Registration Date: 05/17/2016  
Expiration Date: 05/16/2018



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-58.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**2016**  
Davis, Inc.

Responsible Representative(s):  
AJ DiGiovanni, President

Responsible Representative(s):  
Peter M. Barba, Owner

*Harold J. Wirtha*

Harold J. Wirtha, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

SECTION 00403

CERTIFICATE OF EQUAL OPPORTUNITY

To: IBEW local union # 164  
Name of Union or Organization of Workers

The undersigned currently hold contract(s) numbered A921 with

PVSC which has received funds from the New Jersey Environmental Infrastructure Trust or  
(a) subcontract(s) with a prime contractor of the (grantee).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with the President's Executive Orders 11246 and 11375, the undersigned is obliged not to discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The undersigned will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned 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.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Orders 11246 and 11375.

\_\_\_\_\_  
\_\_\_\_\_  
Travis Inc.  
Is/ G. J. P.  
Contractor or Subcontractor

September 19, 2016  
Date

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

- END OF SECTION -

SECTION 00404

CERTIFICATION OF AFFIRMATIVE ACTION PLAN  
FOR  
CONTRACTOR AND SUBCONTRACTORS

Bidder's Name: Travis Inc.

Address: 11 Merry Lane East Hanover NJ, 07936

The Bidder hereby certifies that it shall comply with and shall require its subcontractors to comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5 et seq.) and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27-1 et seq.

An affirmative action plan for construction contractors and subcontractors shall consist of the following elements:

1. Provisions in the construction contract containing language required by N.J.A.C. 17:27-3, 4(a) and N.J.A.C. 17:27-7.4, or
2. 41 CFR Part 60-2 and any existing Federally approved or sanctioned affirmative action program.

AJ DiGiovanni

September 19 2016  
(Date)

G. J. DiGiovanni  
(Signature)

SECTION 00405

AMERICAN IRON AND STEEL CERTIFICATION

The Contractor acknowledges to and for the benefit of the PVSC ("Purchaser") and the State of NJ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

**ACKNOWLEDGEMENT BY BIDDER:**

Travis Inc.  
Name Bidder

AS DiGiovanni President  
Name and Title By Authorized Representative

C. J. DiGiovanni  
Signature of Authorized Representative

September 19, 2016  
Date

- END OF SECTION -

## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: PWSC Plant Sump Pump Relocation + Generator Provision  
Bidder Name: Travis Inc.

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

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

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

#### PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: OR

☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

N/A

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

Name \_\_\_\_\_ Relationship to Bidder/Owner \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Officer Contact Name \_\_\_\_\_

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

Full Name (Print): AJ DiGiovanni Signature: [Signature]  
Title: President Date: September 19, 2016

SECTION 00500

CONTRACT NO. A921  
PASSAIC VALLEY SEWERAGE COMMISSION  
600 WILSON AVENUE  
NEWARK, NEW JERSEY 07105

CONTRACT AGREEMENT

PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS

THIS AGREEMENT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the PASSAIC VALLEY SEWERAGE COMMISSION, a corporate body politic of the State of New Jersey, hereinafter called the "OWNER", acting through its Chairman, and \_\_\_\_\_, a corporation chartered under the laws of the State of \_\_\_\_\_ partnership, \_\_\_\_\_ individual \_\_\_\_\_ with \_\_\_\_\_ principal \_\_\_\_\_ offices \_\_\_\_\_ at hereinafter called the "CONTRACTOR". OWNER and CONTRACTOR, in consideration of the mutual covenants, hereinafter set forth, agree as follows:

Article 1 - Work

In consideration of the payments to be made as hereinafter provided, and of the performance by OWNER of all the matters and things to be performed by OWNER and herein provided; CONTRACTOR agrees, at its own sole cost and expense, to perform all the labor and services and to furnish all labor, materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, all the Work as specified, described or indicated in the Contract Documents, as defined herein and Addenda within the time hereinafter specified and in accordance with the terms, conditions and provisions of the Contract Documents and Addenda.

Article 2 - ENGINEER

The Project has been designed by PAULUS, SOKOLOWSKI, & SARTOR, LLC, 67B MOUNTAIN BOULEVARD EXTENSION, PO BOX 4039, WARREN, NEW JERSEY, 07059, who are hereinafter called ENGINEER and who are to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3 - Contract Times

The CONTRACTOR shall commence work on the day specified in the Notice to Proceed. TIME BEING OF THE ESSENCE of this Contract. The CONTRACTOR shall prosecute the work diligently and uninterruptedly, at a rate to ensure completion sufficient for final acceptance of all work within 365 consecutive calendar days from the day of the CONTRACTOR's receipt of the

written Notice to Proceed. THE CONTRACTOR shall comply with all provisions in the Contract Documents regarding intermediate times of completion of construction.

The CONTRACTOR shall complete certain minimum amounts of work under this Contract by specified times as shown in the following Schedule of Intermediate Completion Times.

Intermediate Completion Time, In Consecutive Calendar Days Contractor's Receipt of Written Notice to Proceed	Minimum Percentage Dollar Value of Work to be Completed Under the Contract (Percentage of Completion)
100	20%
175	50%
225	70%
300	90%
365	100%

Time is of the essence for final completion of all work within the time period starting from the CONTRACTOR's receipt of the Notice to Proceed and for intermediate completion of the work by the above Intermediate Completion Times.

#### Article 4 - Contract Price

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds at the prices agreed upon in the CONTRACTOR's Bid Form attached to this Agreement.

#### Article 5 - Payment Procedures

OWNER will make partial payments on account of the Contract in accordance with the provisions of Article 14 in the General Conditions.

#### Article 6 - CONTRACTOR's Representations

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance of or furnishing of the Work.
- 6.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.3 CONTRACTOR is financially solvent and is experienced and competent to perform the

type of work or to furnish the plant, materials, supplies or equipment to be performed or furnished by him.

#### Article 7 - Liquidated Damages and other DAMAGES

The OWNER and CONTRACTOR recognize that TIME IS OF THE ESSENCE of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3, plus any extensions thereof allowed in accordance with the General Conditions. Because some of this damage is difficult or impossible to calculate or estimate, the parties agree that the Contractor shall pay OWNER liquidated damages in the amounts set forth in the Contract Agreement in lieu of the above stated actual damage. The Contractor agrees that as liquidated damages (but not as a penalty) for delay beyond the Contract Times specified in Article 3 above, (Exclusive of Additional) architectural/engineering services as provided for below, the Contractor shall pay the Owner for:

- 7.1 Each and every calendar day that the Contractor is not in compliance with the Contract Times and Milestones, the sum of Three Thousand Dollars (\$3,000.00), which sum is hereby agreed upon, not as a penalty but as liquidated damages, which the parties hereto have agreed to be proper and reasonable, and which the Owner will suffer by reason of such default. The Owner shall assess liquidated damages on each of the contract milestones given in Article 3. The Owner reserves the right to retain and/or release liquidated damages until the Contractor has corrected the delay in the schedule or has met subsequent milestones.
- 7.2 In addition to liquidated damages the CONTRACTOR shall pay to the OWNER all costs incurred by the OWNER for additional architectural and engineering services required as a result of the delay. This amount, above and beyond the specified liquidated damages amount, shall be determined by and be equal to the actual architectural and engineering services invoices received by the OWNER. Copies of such invoices will be provided to CONTRACTOR. CONTRACTOR shall pay to the OWNER via reduction made by owner from the CONTRACTOR monthly payment request the full amount of each invoice. If unpaid contract balance is insufficient to reimburse OWNER the additional architectural and engineering services invoice amount, CONTRACTOR shall pay OWNER directly any amount not covered by deductions from the contract balance within 30 calendar days from the CONTRACTOR's receipt of a copy of each invoice from the OWNER.
- 7.3 In the event the Contractor by delay or otherwise has caused Owner damages beyond the amount specified in the liquidated damage provision of any contract between the Owner and Contractor, the Owner shall have the right to seek damages for said additional monies and shall not be limited by any said liquidated damage provision for the amount to be recovered. In addition, the Owner shall have the right to withhold from monies due or to become due the Contractor an amount sufficient to completely pay for said additional damages.

Provided, that CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is for reasons included in Article 12 of the

General Conditions. Further, that CONTRACTOR shall, furnish OWNER the required notification of such delays in accordance with Article 12 of the General Conditions.

#### Article 8 - Contract Documents

The Contract Documents which comprise the Contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- 1) Invitation To Bid.
- 2) Instructions To Bidders.
- 3) Bid and any post Bid documentation submitted prior to the Notice of Award.
- 4) This Agreement and Notice to Proceed.
- 5) Construction Performance Bond, Construction Payment Bond and other required Bonds.
- 6) Certificate of Insurance.
- 7) Standard General Conditions, EJCDC Document C700, 2007 edition.
- 8) Supplementary Conditions.
- 9) Specifications (as listed in Table of Contents).
- 10) All drawings (Site and Traffic) inclusive.
- 11) Addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive.
- 12) Any modification, including Change Orders, duly delivered after execution of Agreement.

#### Article 9 - Miscellaneous

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 This Agreement shall be construed in accordance with the laws of the State of New Jersey.
- 9.5 CONTRACTOR agrees that:

- A. It hereby voluntarily and irrevocably submits itself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Agreement located within the State of New Jersey in which any litigation is brought based on or arising out of this Agreement.
- B. Any legal process or notice connected with any litigation may be served on CONTRACTOR by United States registered mail, postage prepaid, addressed to CONTRACTOR at its address stated in this Agreement for the furnishing of notices to CONTRACTOR or at CONTRACTOR's last known address, and that service in such manner shall constitute good and valid service of process upon CONTRACTOR.
- C. CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph "B" immediately above, invalid service of process, and that it will duly enter its appearance in any such action.
- D. This Agreement may be presented in court as conclusive evidence of the foregoing agreement.

IN WITNESS WHEREOF: The parties hereto have executed this agreement the day and year first above mentioned.

PASSAIC VALLEY SEWERAGE COMMISSION

(SEAL)

BY: [Signature]

ATTEST BY: Joseph F Kelly  
PASSAIC VALLEY SEWERAGE COMMISSION

\_\_\_\_\_  
CONTRACTOR NAME

BY: \_\_\_\_\_  
CONTRACTOR

ATTEST BY: \_\_\_\_\_  
CONTRACTOR

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

TRAVIS INC  
NAME OF CORPORATION:

BY: G. J. D. [Signature]

(CORPORATE SEAL)

ATTEST BY: Lauren Cardinali  
LAUREN CARDINALI

(ADD TYPED OR PRINTED NAMES OF OFFICER AND ATTESTING WITNESS)

Date: 12/27/2016

## SECTION 00600

PERFORMANCE AND PAYMENT BONDS

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, TRAVIS, INC., as Principal and Bondex Insurance Company, a corporation organized and existing under the laws of the State of New Jersey, as surety, are held and firmly bound unto the Passaic Valley Sewerage Commission as hereinafter set forth, in the full and just several sums off:

- (a) \$3,390,875.00 (One hundred percent (100%) of the amount of the contract) for faithful PERFORMANCE of the Contract No. A921 - PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS;
- b) \$3,390,875.00 (One hundred percent (100%) of the amount of the contract) for PAYMENT of labor and materials

Signed this 27th day of December 20 16.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named principal did on the 13th day of December, 20 16, enter into a contract with the Passaic Valley Sewerage Commission, which said contract is made a part of this bond the same as through set forth herein; NOW, if the said principal shall sell and faithfully do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, 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 undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said TRAVIS, INC. as principal has caused its corporate seal to be hereto affixed and these presents to be signed by Philip S. Tobey its Attorney-in-fact and attested by Antonina Baguley its witness and the said Bondex Insurance Company as surety, has caused its corporate seal to be hereto affixed and these presents to be signed by its Attorney-in-fact and attested by its Witness this 27th day of December 20 16.

TRAVIS, INC.

By:

Bondex Insurance Company

Philip S. Tobey - Attorney-in-fact

Attest:

Antonina Baguley - Witness

SECTION 00601

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, hereinafter  
called Principal, as Principal, and \_\_\_\_\_, a corporation of the State of  
\_\_\_\_\_, hereinafter called Surety, as Surety, are held and firmly bound unto  
\_\_\_\_\_, hereinafter called

Obligee in the sum of \_\_\_\_\_ DOLLARS, lawful money  
of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the  
payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

WHEREAS, the Principal entered into a contract with the said Obligee, dated \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_ and

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and  
acceptance of said contract and

WHEREAS said contract was completed and accepted on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall  
remedy, without cost to the Obligee, any defects which may develop during a period of \_\_\_\_\_  
from the date of completion and acceptance of the work performed under the contract, caused by  
defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be  
and remain in full force and effect.

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
Principal

Attest:

\_\_\_\_\_  
By: \_\_\_\_\_  
Surety

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

**Bondex Insurance Company**, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount as of May 26, 2016, which amounts have been certified as indicated by certified public accountants Bonamassa, Maletta & Cartelli, LLP, and will be included in the Annual Statement to be filed with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

**Capital and Surplus:**      **\$3,379,830**

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2015 is as follows:

**Limitation:**      **\$338,000**

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

\_\_\_\_\_  
\_\_\_\_\_

(4) The amount of the bond to which this statement and certification is attached is \$3,390,875.00

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Arch Reinsurance Company	445 South Street, Morristown, NJ 07962	\$2,220,000
Ace Property & Casualty Insurance Company through Ace Tempest Re, USA, LLC	281 Tresser Blvd, Suite 500 Stamford CT 06901	\$1,480,000

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### CERTIFICATE

I Philip S Tobey, as Attorney-in-Fact for Bondex Insurance Company, a corporation domiciled in (NJ), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

\_\_\_\_\_  
(Signature of certifying agent)

Philip S. Tobey  
(Printed name of certifying agent)

Attorney-in-fact  
(Title of certifying agent)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$4,000,000.00

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March 2007.

\*RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 16th day of June 2016.



Bondex Insurance Company

By: Philip S. Tobey, President

State of New Jersey  
County of Morris ss.

On this 16th day of June, 2016, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn, did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above.

BRENDA TUNELLO

NOTARY PUBLIC - NEW JERSEY

My Commission Expires 07/01/18

Brenda A. Tunello  
Notary Public

I, Lionel D. Jorge, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.


IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of December, 2016.


Bondex Insurance Company


Lionel D. Jorge, Secretary




Bond No. Bx01286

The following security features exceed state mandates.	
 Security Features	Document Appearance if Altered
Hidden Pantograph	• The word "VOID" appears when copied.
Coin Reactive Ink	• Ink changes color when rubbed with a coin.
Artificial Watermark	• Special paper containing "watermarking".
Uniform Background Color: BLUE	• If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper.
Microprinting	• Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.
Features List	• Complete list of security features on the paper for compliance purposes.
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SECTION 00602

Bond # BX01338MB

ENVIRONMENTAL MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that \_\_\_\_\_

TRAVIS, INC.

11 Merry Lane, East Hanover, NJ 07936

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_  
a Corporation

\_\_\_\_\_  
Corporation, Partnership or Individual

hereinafter called Principal, and Bondex Insurance Company

\_\_\_\_\_  
(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

Passaic Valley Sewerage Commission

\_\_\_\_\_  
(Name of Owner)

600 Wilson Avenue, Newark, NJ 07105

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of Twenty Five Thousand Dollars ---

dollars \$ 25,000.00 \_\_\_\_\_, in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 13th day of December 20 16, a copy of which is hereto attached and made a part hereof for the construction of:

CONTRACT NO. A921

PLANT SUMP PUMP RELOCATION AND GENERATOR PROVISIONS

PASSAIC VALLEY SEWERAGE COMMISSION

600 WILSON AVENUE

NEWARK, NEW JERSEY 07105

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice of the Surety and during the one year guaranty period, and during the one year following the guaranty period, and if he shall satisfy all claims and demands incurred under such contract with respect to Environmental sections of the Specifications and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all

outlay and expense which the OWNER may incur in making good any default; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in one counterparts,  
(number)

each one of which shall be deemed an original, this the 12th day of January, 20 17.

ATTEST:

TRAVIS, INC.

(Principal)

(Principal) Secretary

(SEAL)

BY: \_\_\_\_\_

11 Merry Lane, East Hanover, NJ 07936

(Address)

Witness as to Principal

(Address)

Bondex Insurance Company

(Surety)

ATTEST:

By: \_\_\_\_\_

Philip S. Tobey Attorney-In-Fact

30A Vreeland Road, Florham Park, NJ 07932.

(Address)

Witness as to Surety Antonina Baguley

30A Vreeland Road, Florham Park, NJ 07932

(Address)

---

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is all partners should execute BOND.

The Environmental Maintenance Bond shall be supplied in the amount of \$25,000 or 50% of the bid price for the materials needed to fulfill the environmental specifications, whichever is greater, when the contract documents are finalized.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That Bondex Insurance Company, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$4,000,000.00

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March 2007.

*\*RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,
2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.

*"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"*

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 16<sup>th</sup> day of June 2016.



Bondex Insurance Company

By:

Philip S. Tobey, President

State of New Jersey  
County of Morris ss.

On this 16<sup>th</sup> day of June, 2016, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year first written above,

BRENDA A. TURIELLO  
NOTARY PUBLIC  
My Commission Expires 07/01/19

Brenda A. Turiello  
Notary Public

I, Lionel D. Jorge, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12<sup>th</sup> day of January 2017.





Bondex Insurance Company


Lionel D. Jorge, Secretary


Bond No.

B201338MB

The following security features exceed state mandates.	
 Security Features	Document Appearance if Altered
Hidden Pantograph	• The word "VOID" appears when copied.
Coin Reactive Ink	• Ink changes color when rubbed with a coin.
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