



Bidder's Name: \_\_\_\_\_  
(PRINTED)

Address \_\_\_\_\_  
(STREET)

Address \_\_\_\_\_  
(STREET)

Address \_\_\_\_\_  
(CITY, STATE, ZIP CODE)

Dennis Levinson  
County Executive

# County of Atlantic

## Department of Facilities Management

### INVITATION TO BID

Sealed bids will be received by the Purchasing Agent of the County of Atlantic, New Jersey, in the Conference Center, 3<sup>rd</sup> floor, 1333 Atlantic Avenue, Atlantic City, NJ 08401, at the time and date as specified below, at which time and place the bids shall be publicly opened and read aloud for the following:

**BID 202141.1**  
**RE BID**  
**ATLANTIC COUNTY LENAPE PARK EAST – PHASE III RENOVATIONS**  
**HAMILTON TWP, MAYS LANDING, NJ**  
**(BID SECURITY AND CONSENT OF SURETY REQUIRED)**

**THIS PROJECT WILL BE SUBJECT TO A PROJECT LABOR AGREEMENT.**

To be performed in accordance with all of the terms, conditions, specifications and requirements set forth herein.

**All bids shall be delivered on or before July 20, 2021**  
**and not later than 11:00 AM E.D.T. to:**

**Atlantic County Division of Budget and Purchasing**  
**Attn: Ms. Palma Conover, Director**  
**1333 Atlantic Avenue, 6<sup>th</sup> Floor**  
**Atlantic City, New Jersey 08401**

**NOTICE: PERFORMANCE OF THIS CONTRACT SHALL BE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND REQUIREMENTS SET FORTH HEREIN**

ANY QUESTIONS PERTAINING TO THE ATTACHED INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS MUST BE DIRECTED TO THE OFFICE OF BUDGET & PURCHASING, TELEPHONE (609) 343-2268 OR FAX (609) 343-2193.

## NOTICE TO BIDDERS

Public notice is hereby given that **SEALED BIDS** will be received by the Purchasing Agent of the County of Atlantic, New Jersey at 11:00 am prevailing time, on **July 20, 2021** in the Conference Room; 3<sup>rd</sup> Floor, 1333 Atlantic Avenue, New Jersey for:

**BID 202141.1 RE-BID ATLANTIC COUNTY LENAPE PARK EAST – PHASE III  
RENOVATIONS HAMILTON TWP, MAYS LANDING, NJ  
(BID SECURITY AND CONSENT OF SURETY REQUIRED)**

**THIS PROJECT WILL BE SUBJECT TO A PROJECT LABOR AGREEMENT.**

**QUESTION PERIOD WILL END 4:00pm July 2, 2021**

Specifications, drawings and other Contract Documents may be obtained online at the following web address [www.atlanticcountybids.org](http://www.atlanticcountybids.org)

Any questions concerning this specification must be directed in writing to the Office of Budget & Purchasing, fax (609) 343-2193.

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

Every bidder must abide by the New Jersey Prevailing Wage Act,. NJSA 34:11-56.27 et seq.  
By order of the County Executive of the County of Atlantic

Palma Conover, Director  
Division of Budget & Purchasing  
County of Atlantic, New Jersey

## **BID TABLE OF CONTENTS**

	PAGE LETTER
<b>INSTRUCTION TO BIDDERS</b>	I
<b>GENERAL CONDITIONS</b>	GC
<b>TECHNICAL SPECIFICATIONS</b>	
Special Conditions	SC
Technical Specifications	TS
<b>CONTRACT DOCUMENTS</b>	
Sample Contract	C.T.
Affirmative Action	AA
Insurance	INS
<b>FORMS</b>	
Bidders Check List	

**THESE FORMS MUST BE COMPLETED AND SIGNED OR BID WILL BE REJECTED.**

Proposal Form	P.F.
Acknowledgement of Receipt of Addenda	A.D.
Disclosure Statement	D.S.
Bid guarantee (bid bond or certified /cashier's check)	B.B.
Certificate from a Surety Company (Consent of Surety)	C.S.
Subcontractors Affidavit (N.J.S.A. 40A:11-16)	S.A.
Disclosure of Investment Activities in IRAN	IRAN

**THE FOLLOWING ITEMS SHOULD ALSO BE SUBMITTED WITH BID**

Non-Collusion	N.C.
Affirmative Action Information	A.A.I.
Copy of St. Of New Jersey Certificate for Public Works Contractor Registration	

**State Of New Jersey Business Registration Certificate**

Note: All vendors SHOULD submit a copy of their NJ Business Registration Certificate with their packet. Vendor must submit a copy of their NJ Business Registration Certificate prior to award of any contract

Federal Debarment Certification – Vendor must submit a copy of the federal debarment certification prior to award of any contract

**COUNTY OF ATLANTIC, NEW JERSEY INVITATION TO BID, (7-21-20)**  
**INSTRUCTIONS TO BIDDERS, AND GENERAL CONDITIONS**

**INVITATION TO BID**

Sealed bids will be received by the Purchasing Agent of the County of Atlantic, New Jersey, 1333 Atlantic Avenue, Atlantic City, NJ 08401, at the time and date as specified in NOTICE TO BIDDERS, at which time and place the bids shall be publicly opened and read aloud for the following:

**BID 202141.1 RE-BID ATLANTIC COUNTY LENAPE PARK EAST – PHASE III  
RENOVATIONS; HAMILTON TWP, MAYS LANDING, NJ  
(BID SECURITY AND CONSENT OF SURETY REQUIRED)**

**THIS PROJECT WILL BE SUBJECT TO A PROJECT LABOR AGREEMENT.**

To be performed in accordance with all of the terms, conditions, specifications and requirements set forth herein (referred to collectively as the “Work”).

**INSTRUCTIONS TO BIDDERS**

**1. Delivery of BIDS; Deadline for Submission of BIDS**

Bid shall be submitted in a clearly marked sealed envelope, plainly marked on the outside as follows: Bidder's Name and Address, Bid Category and/or Project Name, and due date, in accordance with all of the requirements set forth herein.

All bids shall be delivered at time and date as stated on NOTICE TO BIDDERS to:

Atlantic County Division of Budget and Purchasing  
Attn: Palma Conover, QPA  
Atlantic City, New Jersey 08401

**2. Late or Erroneous Bid Delivery**

Late bids (i.e., any bid not delivered at the time, date and location specified above) shall be rejected. The County shall not be responsible for late courier delivery or late postal delivery, nor shall postmark dates or overnight dates be considered in honoring bids. The County shall not be responsible for Bidders hand-delivering bids which arrive late or to the wrong location.

**3. Use of County Forms**

Unless otherwise specified, bids shall be received only on the bidding forms attached to this specification, or a true copy thereof. Unless otherwise specified, bidders shall not alter the forms or use different forms. Unless otherwise specified, failure to use the County’s forms or true copies thereof, shall be grounds for rejection of the bid.

#### **4. Required Bid Documents; Signatures**

Bidders shall submit required documents to the County as specified by these Instructions and as required by law. Documents listed below in Section A, REQUIRE original signatures and to be fully completed at the time of the Bidder's submission of its bid to the County and MUST be submitted with the bid. Failure to fully complete and submit original signatures on the documents listed in Section A below shall result in rejection of such bid.

Documents listed in Section B below are also required. Items listed in Section B may be submitted as copies at the time of the Bid Submission, provided that originals of these documents are submitted to the County by the Bidder recommended for a Contract award WITHIN FIVE (5) BUSINESS DAYS after the date that the County issues Notice of a Recommendation of the award to the Bidder.

**A. DOCUMENTS REQUIRED AT THE TIME OF SUBMISSION OF THE BID WITH ORIGINAL SIGNATURES IN INK. NOTE: FACSIMILE, COPY OR RUBBER STAMP SIGNATURES WILL NOT BE ACCEPTED AND SHALL BE CAUSE FOR AN AUTOMATIC BID REJECTION.**

1. Proposal Form
2. Bid Security (Check or Bid Bond with Agent and Bidder Signatures)
3. Consent of Surety (Agent and Bidder Signatures)
4. Ownership Disclosure Statement
5. Acknowledgement of Receipt of Addenda
6. Subcontractors Affidavit (N.J.S.A. 40A:11-23.2)

**B. ORIGINAL SIGNATURES ARE NOT REQUIRED AT THE TIME OF SUBMISSION OF THE VENDOR'S BID PROPOSAL.** The County will accept copies of the following documents with the Bid Submission, provided that these documents shall be fully completed and submitted with original signatures within 5 days after the County's issuance of a notice of award

1. Non-Collusion Affidavit;
2. Affirmative Action Information

**C. ADDITIONAL INFORMATION REGARDING CERTAIN MANDATORY BID DOCUMENTS**

Without limiting the Bidder's responsibility to complete and submit any other form, certification or other document with its bid, take note of the following required forms:

i. Investment Activities in Iran. The attached Investment Activities in Iran affidavit must be completed and submitted, pursuant to P.L. 2021, c. 4, prior to awarding any contract or renewal of contract. Each bidder must provide this written certification to the contracting agency that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at [www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

ii. Federal Debarment Certification. The attached Federal Debarment Certification must be executed and submitted, pursuant to P.L. 2019, c. 406, N.J.S.A. 52:32-44.1, prior to awarding any contract for public work. Each bidder must provide this written certification to the contracting agency that neither the bidder nor bidder's affiliates are debarred at the Federal level from contracting with a Federal governmental agency. See Section 4.A above.

iii. Performance Of Specialty Trade Work. In the event a Bidder will be required to furnish (1) plumbing and gas fitting and kindred work; (2) steam power plants, steam and hot water heating and ventilating apparatus and kindred work; (3) electrical work; and/or (4) structural steel and ornamental iron work, as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-16. the bidder must complete and submit with its bid all of the sections on the attached Subcontractor Affidavit, to provide the required information demonstrating that either its subcontractors, its own employees or the bidder itself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract.

**D. BIDS WHICH FAIL TO INCLUDE ALL MANDATORY DOCUMENTS, COMPLETED IN ACCORDANCE WITH THESE INSTRUCTIONS AS REQUIRED BY LAW, SHALL BE REJECTED.**

## **5. Incomplete Submissions**

It shall be the responsibility of the bidder to submit bids that are responsive to all bid specifications and forms, including any updates, clarifications or addenda thereto that may be issued by the County prior to the bid submission due date either directly from the Division of Budget and Purchasing or the Atlantic County Bid Portal.

The County shall not be responsible for any erroneous pages or pages missing from the bid documents, if the bidder has obtained the documents from a source other than directly from the County Division of Budget and Purchasing or the Atlantic County Bid Portal, or if such forms are missing or altered due to bidder error, neglect or any other cause.

The County shall not be held responsible if a Bidder fails to receive any updates or addenda to this Bid, due to the failure of the Bidder to secure its bid documents directly from the County Division of Budget and Purchasing or the Atlantic County Bid Portal, or due to bidder error or neglect.

## **6. Addendums and Modifications of the Bid**

The County reserves the right to issue Addendums, Modifications, Clarifications and Updates to this bid, and to add or remove materials, quantities, equipment, goods, services and divisions of Work, or parts thereof, or other components of the Work from the bid specifications or Contract Documents, as the County deems necessary to serve the County's needs and interests.

Bidders shall acknowledge receipt of any notice, modifications, revisions or addenda to the advertisement or to these bid documents that may be issued by the County in accordance with an acknowledgement form provided by the County.

## **7. Sealed Bid Submissions - No Phone, Fax or Unauthorized Submissions**

As this is a Sealed Bid Submission pursuant to N.J.S.A. 40A:11-1 et seq., Telephone, Facsimile (fax), Telegraph Bids or any other electronic mediums will not be accepted for publicly advertised bid requirements.

## **8. Pre-bid Meeting**

The County reserves the right to schedule an optional pre-bid conference, and/or site visitation. It is recommended to attend, and the scheduled date, time, and location would be indicated in the Advertisement for Bid. Additional site visits, depending on time available, may be scheduled by contacting the Division of Budget & Purchasing with contact information noted in “Pre-Bid Inquires”.

## **9. Pre-Bid Inquiries**

In the event that a Bidder may have any questions regarding this Bid or the Work, all such questions should be submitted in writing to: [purchasing@aclink.org](mailto:purchasing@aclink.org) or fax (609) 343-2193  
**QUESTION PERIOD WILL END 4:00pm July 2, 2021**

Responses will be forwarded to all bidders who have obtained a bid package from the County Office of Budget and Purchasing or from the Atlantic County Bid Portal.

## **10. No Oral Instructions**

Neither the County of Atlantic nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications. All inquiries shall be submitted and addressed by the County Purchasing Agent, as specified above.

## **11. Communications with County Staff**

No bidder intending to submit a bid, nor any employee of any firm intending to submit a bid, shall contact any County employee for any reason either directly or indirectly related to this Bid except as specified above.

## **12. Purchasing Agent’s Interpretations Are Binding**

Should any difference arise between the bidders and the County as to the meaning or intent of these instructions or specifications, the County Purchasing Agent's decision shall be final and conclusive to the fullest extent permitted by law.

## **13. Bid Security**

Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the County of Atlantic. See sample Bid Bond. If a Bid Bond is submitted, it shall include a completed and current Power of Attorney, a current Certificate of Authority and a current Surety Financial Disclosure that comply with the laws and rules of New Jersey, issued by a firm authorized to transact such business in New Jersey.

All Bid Security, except the Bid Security of the three (3) apparent lowest responsible Bidders, shall be returned within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of such Bidders shall be considered withdrawn. 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 within three days, Sundays and holidays excepted.

If the successful Bidder fails to execute and deliver the Agreement and furnish the required Performance Bond within ten (10) days of the Notice of Award, the check or bond of the successful bidder shall be forfeited as liquidated damages and the County may annul the Notice of Award.

AIA Bid Bond forms are not acceptable. Terms which limit recovery to the difference between the lowest bid and the second lowest bid are not acceptable.

Failure to submit a bid guarantee as specified herein shall result in rejection of the bid.

#### **14. Consent of Surety**

In addition to the Bid Security, each bid must be accompanied by one (1) or more consent of surety statements, in a form similar to the Certificate attached as Sample Consent of Surety, of one (1) or more surety companies authorized by the State of New Jersey to issue Bonds in the State of New Jersey and acceptable to the County, unconditionally agreeing, in the event the Bidder is awarded the Contract, to furnish a performance bond(s) with material and payment guarantees pursuant to N.J.S.A. 2A:44-143 (Performance Bond). In the event the surety company or companies choose(s) to furnish its (their) own form of Certificate, the substituted form must be substantially in compliance with the form provided herein. The Consent of Surety shall include a completed and current Power of Attorney and a current Surety Financial Disclosure that comply with the laws and rules of New Jersey. A current Certificate of Authority shall also be provided.

AIA forms are not acceptable. Failure to provide these documents as specified herein with the bid proposal shall result in a rejection of the bid

#### **15. Performance Bond**

The Bidder that is awarded a contract shall, simultaneously with the delivery of the executed contract, submit an executed performance bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. The surety on such bond or bonds shall be a duly authorized surety company authorized to issue performance bonds in the State of New Jersey

If the Contractor is a partnership, the bond is to be signed by each of the individual partners; if a corporation, the bond is to be signed in the correct corporate name by a duly authorized officer, agent or attorney in fact. The executed bond shall be accompanied by:

1. An appropriate acknowledgment of the respective parties.
2. An appropriate certified copy of a power of attorney when the bond(s) is/are executed by the surety's agent, officer or other representative.



3. A certified extract from the by-laws or resolution of the surety under which power of attorney or other certificate of the agent, officer or representative was issued.

4. A Surety Disclosure Statement and Certification.

A Performance Security set forth on AIA forms is not acceptable. Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

## **16. Bid Prices**

Prices must be stated for all bid items, in numeric form, in accordance with the forms provided by the County. Bidders shall not alter the Bid format provided by the County.

Blank values, or responses which indicate that an item is not included, or subject to conditions or modifications not otherwise stated or permitted by this Bid shall be deemed non-conforming and shall be rejected.

Bid prices shall include all of the materials, goods, work and services to be delivered or performed by the Contractor to perform the Work and shall not be subject to additional charges or expenses unless such additional charges or expenses are explicitly authorized and approved in advance by the County, as set forth herein.

Each component of the bid, whether stated as a lump sum, a unit price, allowance or “as and where directed” quantity, shall include all related costs, including but not limited to profit and overhead associated with each such component of the bid.

All components of the Work assigned to the bidder under the Contract Documents shall be performed at no additional costs to the County and the Bidder shall not seek or impose additional costs or charges for any such component of the Work, unless such charges or costs are explicitly authorized by the Contract Documents.

## **17. Add and/or Deduct Alternates**

In the event that this Bid includes or is amended by the County to include Add and/or Deduct Alternates, all Bidders shall be required to respond to such Add and/or Deduct Alternates in their bid proposals, in accordance with the Proposal forms supplied by the County. Failure to do so shall result in rejection of your bid. Bidders shall not alter the Add and/or Deduct Alternate form provided by the County. Bidders shall fully complete and execute the form provided by the County in accordance with all instructions applicable to bid submissions as stated herein. The County reserves the right, in its sole judgment and discretion, to award or reject all Add and/or Deduct Alternates, or any combination thereof. in accordance with NJSA 40A:11-23.1 (d).

## **18. Multiple Bids Not Allowed**

Each bidder shall submit no more than one bid. Submission of multiple bids by or on behalf of any individual, firm, partnership, corporation or association shall be cause for rejection of all of

such multiple bids. Nothing herein shall preclude separate and distinct corporate entities from submitting bids when such entities are partially or wholly owned by a parent entity.

### **19. Alternative Bids Not Allowed**

No Bidder shall be allowed to offer more than one price on each item, even though he/she may believe that he/she has two or more types or styles of goods, materials, services or combinations thereof that will meet the requirements of these specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one price on any item, the bidder's bid for such alternatively priced items shall be rejected.

### **20. Fixed Pricing**

Bid prices are to remain firm for a period of not less than sixty (60) days to allow the County to determine the lowest bid that shall most economically serve the intentions of this bid.

### **21. Left Blank**

### **22. Bids Based Upon Specifications; Bid Deviations**

It shall be presumed that all bids are based upon these specifications, unless the bidder explicitly states to the contrary in a letter format that shall be attached to the bidder's bid submission. **22. Bidders shall not type changes upon, or make any other alterations to bid specifications and forms.**

All proposed deviations, alterations or other changes from the specifications proposed by the bidder shall be explained in detail in the Bidder's submission. At a minimum, the bidder shall describe the alternative(s) in a letter that shall be submitted with the bid, which shall be signed by the bidder and which shall explain the proposed deviations, alterations or other changes in detail and provide such additional data as necessary to verify that the proposed deviations, alterations or other changes will meet or exceed the requirements of this Bid. If the County determines, in its sole judgment, that the proposed deviation, change or alteration materially alters the requirements of this Bid to the disadvantage of the County, or is otherwise deemed by the County to be inconsistent with the County's requirements, including but not limited to requirements imposed by law, the County reserves the right to reject the Bid.

### **23. Brand Names or Equivalents**

If and whenever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise. The County of Atlantic does not wish to rule out other competition and equal brands or makes, and therefore, the phrase **or equivalent** is added. If merchandise other than that specified is bid, it is the Bidder's responsibility to name such within the Bid and to provide information to the County that shall demonstrate that the said item(s) is equivalent to that specified. The County shall be the sole judge concerning the merits of the Bidder's proposed alternative, and reserves the right to reject such bids if, in the County's sole judgment, the proposed alternative materially alters the requirements of this Bid to the disadvantage of the County, or is otherwise deemed by the

County to be inconsistent with the County's requirements, including but not limited to requirements imposed by law, the County reserves the right to reject the Bid.

**24. Objections to Bid Specifications and Contract Documents**

Any prospective bidder who wishes to challenge a bid specification or other component of the contract documents shall file such written challenge, objection, or alternative in writing with the County Purchase Agent, no less than three (3) business days prior to the opening of bids. Any such challenge, objection or alternative filed after that time shall be considered void and shall have no impact on the contracting unit or the award of a contract, in accordance with the provisions of N.J.S.A. 40A:11-13. It shall be presumed that the contract documents will consist exclusively of these Bid Documents, including plans, conditions, specifications and forms attached herewith. The County reserves the right to reject any and all proposed modifications, alterations or alternative Contract Documents which, in the County's sole judgment, fail to conform with or is otherwise inconsistent with the terms conditions, and requirements set forth herein, to the fullest extent permitted by law.

**25. Non-proprietary Equipment**

All equipment purchased by the County of Atlantic shall be non-proprietary, unless Specified otherwise or unless non-proprietary equipment is not available.

**26. FOB Prices**

Prices quoted in all bids shall be delivered prices, F.O.B. destination, freight prepaid.

**27. Price Adjustments**

Bid prices shall not be subject to any increase during the life of the contract, unless an increase is specifically authorized by the Contract Documents. Should there be any reduction in the Bidder's costs to procure goods, supplies, materials, labor or any other component of the Work as submitted in the Bid, the unit prices charged to the County will be reduced to reflect any such reduction in actual costs incurred by the Contractor for all such goods, supplies, materials, labor or any other component of the Work, to the extent that such reductions are specified or required by the Contract Documents.

## **28. Discounts**

All price discounts (if any), shall be calculated as of the date of acceptance by the County of any such discounted goods, supplies, materials, labor or any other component of the Work, regardless of the date of delivery or invoice.

## **29. Irrevocable Bids**

All bids are irrevocable by the subscriber, or his, their or its personal or legal representatives. Said Bid and award thereunder is made to the subscriber by the County of Atlantic and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.

## **30. Withdrawal of Bids Prior to Bid Opening**

A written request for the withdrawal of a bid, or any party thereof, will be granted if the request is received by the County Purchasing Agent prior to the specified time of the bid opening.

## **31. Taxes**

The County is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes. Contractor shall pay all sales, income, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the State of New Jersey and United States which are applicable to the Contractor during the performance of the Work. Contractor shall not pass through to County any taxes for which the County is exempted by the laws of the State of New Jersey. County shall cooperate with Contractor in providing evidence of its tax-exempt status.

## **32. Bid Award**

The County of Atlantic shall award all contracts on a **lump sum Basis** to the lowest responsible and responsive bidder.

## **33. Bid Ties**

Where two or more bidders are tied in any bid submission or component thereof, the County reserves the right to make the award to the vendor whose response, in the discretion of the contracting unit, is the most advantageous, price and other factors considered. to either of the bidders.

## **34. Delivery Dates**

All Bidders, where required, shall clearly stipulate the guaranteed delivery date of all items. Successful Bidder(s) failing to meet the delivery date specified by the Contract Documents shall be subject to the imposition of all sanctions and penalties provided for in the Contract Documents, or more generally at law or in equity.

### **35. Time for Award**

The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids; unless written extensions are requested by the Purchasing Agent and accepted by the Bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful Bidder(s) to whom the award is to be made shall be notified by receipt of the contract or a written "Notice to Proceed" from the County department for whom the work is being provided.

### **36. Funding Contingency**

When award of contract is made in one fiscal year with an effective date in the next fiscal year, the award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract, as required by law.

### **37. Modification of the Work**

Prior to commencement of any specific component of the Work, the County reserves the right to remove such component from the Work, for the convenience of the County, by providing written notice to the Bidder. The Bidder shall not be entitled to compensation for removal of any such component of the Work as of the Notice date, provided, however, that the Bidder shall be entitled to payment for any materials purchased and delivered to the County for any such component of the Work prior to date of the County's notice.

### **38. Bid Rejection**

The County reserves the right to reject all bids, when the County determines that rejection of all bids is advisable to the extent that rejection of all bids is permitted under the provisions of the New Jersey Local Public Contracts Law. In addition, the County reserves the right to waive minor informalities or non-material exceptions in accordance with law .

### **39. Withdrawal of Certain Bids on Public Works Projects, Pursuant to N.J.S.A. 40A:11-2 (42).**

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of certain bids, on public works projects, due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2 (42) as a clerical error that is an unintentional and substantial quantity of labor, material, or both, from the final bid computation.

A Bidder claiming a mistake under N.J.S.A. 40A:11-23-3 must submit a request for withdrawal, in writing, by **US POSTAL SERVICE CERTIFIED OR REGISTERED MAIL** to Palma Conover, Division Director of Budget & Purchasing, 1333 Atlantic Ave., 6th Floor , Atlantic City, NJ 08401. The Bidder request for withdrawal of a bid due to a mistake, as defined by the law, must be postmarked within five (5) business days after the receipt and opening of the bids or the request will not be considered by the Purchasing Agent.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County Purchasing Agent pursuant to the Statutory criteria of N.J.S.A. 40A:11-23.3.

All of the following criteria provided must be met by the bidder in order for a bid to be withdrawn.

- A. Enforcement of the contract, if actually made, would be unconscionable;
- B. The mistake relates to a material feature of the bid;
- C. The mistake occurred notwithstanding the fact that the Bidder exercised reasonable care in preparation of the bid; and
- D. The Bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the contracting unit, except for the loss of the bargain to the contracting unit.

#### **40. Execution of Contract**

The Contractor shall be required to sign the standard County Contract, a copy of which is attached, within ten (10) days after the County's issuance of a contract document to the successful bidder. Failure to execute the contract as required herein shall be subject to sanctions and remedies specified hereinafter.

Work shall not commence until the contract has been fully executed, excepted for any project administrative items the Contractor may begin upon receipt of a Notice to Proceed, i.e. submittals, developing draft schedule of values, further inspection of project site, developing staging areas, etc.

#### **41. Modifications or Additions to the Contract Documents**

Bidders shall not make modifications or alterations to the contract documents and shall not replace or include contracts or forms other than those that have been provided by the County with the bid documents,

#### **42. Bid Preparation Costs**

The County shall not be liable for any costs incurred by any Bidders in the preparation or submission of its Bid.

#### **43. Ownership of Bids**

All Bids shall become the property of the County upon receipt and will not be returned.

#### **44. Dissemination of Bids Plans and Bid Information**

Information included in this document or in any way associated with this Bid, including but not limited to any plans for the Work that may be supplied or obtained by the Bidder pursuant to this Bid, are intended for use only by the Bidders to submit Bids and complete the Work, and shall remain the property of the County. Under no circumstances shall any of said information be published, disseminated to persons not employed by the Bidder copied or used, except as necessary to reply to this Bid and perform the Work.

#### **45. Public Works Contractor Registration Act**

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., specifies that no Contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the “New Jersey Prevailing Wage Act, N.J.S.A. PL 1963 C. 150 (C: 34:11-56.25 et seq.)” for the construction, reconstruction, demolition, alteration, repair or maintenance of a Public Building regularly open to and used by the general public institution and includes any subcontractor or lower tier subcontractor, unless they are registered with the Department of Labor and Workforce Development. Bidders submitting a Bid for a public works contract or performing public work MUST submit a certificate of registration prior to award of the contract. Copies of the Bidder’s subcontractor’s certificate of registration will be required after submission of the Bid but prior to the award of the contract.

**Note: A copy of an application for registration is not acceptable as a substitute for the required certificate of registration.**

#### **46. Prevailing Wage Requirements**

A. The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by County representatives. Wage rates to be paid on this Project shall be New Jersey Prevailing Wage determinations per trade.

B. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L. 1963, Chapter 150) along with the Determination of the New Jersey Wage and Hour Prevailing Wage Rate Determination or other documents specifying the New Jersey prevailing rates are hereby made a part of every Contract entered into by the County of Atlantic, except those contracts which are not within the scope of the Act. The successful Contractor and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by County representatives.

C. The Contractor’s signature on the Contract is the Contractor’s guarantee that neither he nor any subcontractors he might employ to perform the work covered by this Bid are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

D. Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked, and total wages paid to each worker employed by him in connection with a public work. The prevailing wage as published by the Department of Labor shall be noted on the

payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two (2) years from the date of payment. The Contractor shall be responsible for ensuring that its subcontractors comply with the Act and shall cooperate with County or State requests for information to verify compliance. Payroll records shall be preserved and made available for inspection in accordance with the General Conditions concerning record keeping and audits

E. In the event of the Contractor or any of its subcontractors engaged in Work on the Project has or is paying workmen in their employ wages less than the required prevailing wage rates, then the County shall have the right to terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages. In such event, the County may proceed with all other available rights and remedies as set forth herein and the full extent permitted by Law, including but not limited to completion of the Work by other means, The Contractor and its Surety shall be responsible for payment of any wages that are due and owing by law, along with any other costs and damages to the full extent permitted by law.

F. Although the wage rates are the minimum hourly rates required by the specifications to be paid during the life of the Contract, it is the responsibility of the Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of wage rates.

G No increase in Contract Price shall be allowed or authorized on account of payment of wage rates in excess of those stated in the New Jersey Prevailing Wage Act.

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**50. New Jersey Business Registration Certificate**

Pursuant to N.J.S.A. 52:32-44, Atlantic County (The "Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:



- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

#### **51. Affirmative Action**

The Bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Upon notification of award the Contractor shall complete an Initial Project Workforce Report Form AA-201 and submit a copy to the County and the NJ Division of Purchase and Property. Thereafter, the Contractor shall submit a copy of the Monthly Project Workforce Report Form AA-202 to the County and the NJ Division of Purchase and Property once per month for the duration of the contract. Forms, instructions and more information can be found at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance).

#### **52. Non-Discrimination**

The provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereunto, are hereby made a part hereof and shall be binding upon the successful Bidder in the performance of the Project for the County.

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color,

national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490

### **53. NJ PEOSHA**

The successful Bidder will be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act, (N.J.S.A. 34:6A-25 et seq.), when providing any materials, supplies or services as part of the Work.

### **54. Worker and Community Right to Know Act**

The manufacturer or supplier of a substance or mixture shall supply the Chemicals Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to ensure that every container bears a proper label at a County facility, in accordance with P.L. 1982, Chap. 315, "the Worker and Community Right to Know Act," N.J.S.A. 34:5A-1 et seq. sub sect. b, sect. 14. Further, all applicable Material Safety Data Sheets (MSDS), a/k/a Hazardous Substance Facts Sheets, must be furnished to the County.

### **55. Buy American**

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to N.J.S.A. 40A:11-18.

### **56. One Call System—Call Before You Dig**

Prior to performing any work that requires excavation; the Contractor shall be responsible for ascertaining underground utility locations and shall comply with the requirements of the New Jersey "One Call" system (Dial 8-1-1 or 1 (800) 272-1000).

**57. The Atlantic County Recycling Program and Solid Waste Management Plan.**

Bidders are advised that the Contractor shall to comply with the requirements of the Atlantic County Solid Waste Management Plan and Recycling Plan, adopted in accordance with N.J.S.A. 13:1E- 1, et seq., and Atlantic County Ordinances #10 of 2009 and #9 of 2014. The said plans and ordinances specify requirements concerning disposal of solid wastes, along with materials that are identified as either mandatory recyclables or recommended to be recycled. Solid waste materials generated during performance of the Work shall be disposed of in accordance with the County Plan and Atlantic County Utilities Authority procedures.

Note: The Atlantic County Recycling Plan designates the following commercial and institutional materials as recyclable and mandates the recycling thereof.

- Glass Food & Beverage containers: Clear, Amber, Green
- Newspapers
- Aluminum Beverage Cans
- Office Paper (White, Non-Colored)
- Computer Paper
- Cardboard

Additional information regarding compliance with Atlantic County's Solid Waste and Recycling Plan requirements is available by contacting the Atlantic County Utilities Authority, Attn: Sr. Vice President, Solid Waste Division, P.O. Box 996, Pleasantville, NJ 08232-0996 (609) 272-6913 (phone) (609) 272-6941 (fax) and on the web at [ACUA.com](http://ACUA.com)

**58. Americans with Disabilities Act**

To request a reasonable accommodation of a disability, contact the ADA Coordinator at Telephone: (609) 645-7700 ext. 4519 (TTY uses NJ Relay 1-800-852-7899) at least five (5) business days prior to any meeting, inspection or other event.

**59. Compliance with All Law**

The Bidder's preparation and submission of its Bid, together with the Bidder's provision of all materials and goods, and the performance of all work and services as required to accomplish the Work as set forth herein, shall be subject to all applicable Federal, State and County ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the Work shall apply as if set forth in full herein. By submission of a Bid, the Bidder warrants and represents to the County that it is familiar with, and shall comply with all of the statutes, ordinances, rules and regulations that are applicable to the materials, goods, work and services required to accomplish the Work as set forth herein.

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## **61. Reference to Standards, Specifications and Regulations**

Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of the Bids, except as may be otherwise specifically stated in the Contract Documents. Contractor, all subcontractors and all of their suppliers acknowledge their familiarity and experience with generally accepted published standards of quality and workmanship applicable to the portions of the Work performed and services provided by them. The requirements of any indicated reference standard are hereby incorporated into the Contract Documents and made a part thereof, to the extent indicated by the applicable reference thereto, provided that the same are not contrary to or otherwise in conflict with any other specification or requirement set forth in the Contract Documents. All work performed under this contract shall meet or exceed all applicable local, state and federal codes and regulations.

## **62. Bidder's Understanding of the Contract Documents**

A. At the time of the opening of bids, each Bidder will be conclusively presumed to have read and to be thoroughly familiar with the Contract Documents, including all addenda and interpretations issued. The failure or omission of any bidder to receive or examine the Contract Documents and any addenda thereto or interpretations thereof shall in no way relieve the bidder from any obligation in respect of his bid.

B. By submitting a Bid, the Bidder warrants and represents that it has a thorough understanding of this Bid and of all goods, materials and operations necessary to provide the County with all materials, goods and services necessary to accomplish the Work as specified herein.

C. Each bidder must inform himself fully of the conditions under which the work will be performed. It is the responsibility of the bidder, by personal examination of the work site, the documents and such other records and resources as may be reasonably prudent for a duly qualified and experienced general contractor to develop its own knowledge and understanding of the materials, equipment and tasks necessary to accomplish the Work. Bidders shall make their own estimates of the plant, labor, material, equipment, facilities and services needed to perform the work; with the prior consent of the County, to make any required tests and inspections and to evaluate the difficulties attending the execution of the proposed Contract, including local conditions, site conditions, location and availability of utilities, labor, transportation facilities, uncertainties of weather, subsurface conditions and other contingencies, to the degree that such examinations should be reasonably undertaken by a prudent, experienced general contractor.

D. Bidders are expected to read and become familiar with the Contract Documents, including all addenda. Failure of the bidder to do so will not relieve a bidder of the obligation to furnish all plant, labor, material, equipment, facilities and services necessary to carry out the provisions of the Contract Documents and to complete the required work for the consideration set forth in the bid.

E. The County does not assume any responsibility for any interpretation, determination or conclusion made or assumed by a bidder, arising from the bidder's examination of the Contract Documents or other matters relevant to the Work, or arising from a bidder's failure to make such examinations, to the degree that such examinations should have been reasonably undertaken by a prudent, experienced general contractor.

F. After the submission of its Bid, no Bidder shall be permitted to make any claims alleging insufficient data or incorrectly assumed conditions, nor shall any Bidder be permitted to claim any misunderstanding with regard to the nature, conditions or character of the Work or any elements thereof to be provided or performed hereunder, to the fullest extent that such conditions, character or nature of the work or elements thereof were known or should have been reasonably foreseen or anticipated by a prudent and experienced general contractor.

### **63. No Express or Implied Representations**

The County does not make any express or implied representations or warranties as to the accuracy of the information shown on drawings of previous construction or any interpretation of same. Prior to submission of bids, bidders shall ascertain by their own field inspections the accuracy of the information shown on any existing drawings or reports. It shall be the responsibility of each Bidder to verify all distances, measurements, quantities and locations in the field prior to submission of bids and as work proceeds after a Contract has been awarded.

Atlantic County will not be held responsible for a bidder's failure to receive information due to the bidder's failure to schedule Pre-Bid viewing of the project area.

### **64. Ethical Standards; Truth In Contracting Laws:**

A Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

1. N.J.S.A. 2C:21-34 et seq., governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
2. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
3. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
4. Bidder should consult the statutes or legal counsel for further information.

B. In addition to and without limitation upon any other law, rule or standards related to ethics in public bidding and contracting, take note that County employees are prohibited by policy from accepting gifts from vendors. Consequently, all bidders should be aware and should

make all employees and representatives aware that they may not offer any item or material, irrespective of the perceived value of the item or material, to any County employee. Items and materials that have been or are intended to be discarded by the bidder shall not be offered or given to a County employee. Bidders must immediately report to the County Purchasing Agent any County employee who approaches the bidder, the bidder's employees or representatives and solicits, requests or suggests in any way that the bidder provide something as a gift to a County employee.

**65. Debarred Bidders**

No work may be awarded to a Contractor or subcontractor who is included on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or who has been debarred, suspended or disqualified by the State of New Jersey or by the United States government. By submitting a Bid, the Bidder warrants to the County that neither the Bidder nor any of its subcontractors is Debarred, Suspended or Disqualified by the State of New Jersey or by the government of the United States from an award of any public contract. This warranty to the County is in addition to any warranty or representation made by the Bidder in its Federal Debarment Certification.

**66. Captions and Headings**

Captions and headings used throughout this document are for convenience only and shall not be used or interpreted as having any particular meaning or limitation upon the terms and conditions stated herein. Similarly, organization and division of various sections is only intended for organizational convenience and shall not be construed to affect or limit the specific terms and conditions of the various provisions herein.

**67. Atlantic County will not be held responsible for vendors not receiving general information due to their not scheduling any Pre-Bid viewing of the project area.**

NO UNSCHEDULED WALK-INS AT THE PROJECT SITE WILL BE ALLOWED

## **GENERAL CONDITIONS**

### **1. Contractor's Performance of the Work; Contractor's Workforce**

A. Provision of Necessary Workforce - The Contractor shall provide the necessary workforce to accomplish the Work as set forth in the Contract Documents, and if necessary, to increase said workforce to complete the Work within the time schedule and performance requirements set forth in the Contract Documents. The Contractor shall furnish all materials, tools, equipment, transportation, supervision, and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a proper workmanlike manner within the time stipulated as set forth in the specifications.

B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its subcontractors carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall be responsible for its own labor relations with any trade or union represented among its employees, and shall resolve any disputes between Contractor and his employees or anyone representing such employees, promptly and at no expense to the County.

C. Removal of Workforce Members for Cause - The Contractor shall remove any of its employees or subcontractors from County property who are deemed by the County to be unable to meet the requirements and conditions set forth herein, including but not limited to unexcused violations of any laws, rules, or ordinances that are applicable to the Work, refusal to comply with terms and conditions of the Contract Documents, unexcused interference with inspections, disruptive behavior or other good causes.

D. Use of Specified Materials and Processes - The Contractor shall procure and utilize materials, equipment and process as specified by the Contract Documents. The Contractor shall make no substitutions of any specified material, equipment, process or other component of the Work, without good cause and without first securing the written consent of the County, after evaluation by the County's Resident Engineer / Resident Engineer and in accordance with a Change Order.

### **2. Contractor's Superintendent**

The Contractor shall provide and designate a Superintendent who shall be assigned to oversee and manage performance of the Work on a day to day basis. The Contractor shall ensure that its Superintendent has sufficient credentials and experience in provision, administration and supervision of the Work required hereunder. The Contractor's Superintendent shall monitor all installations, all contract administration duties and shall oversee performance of the Work by the Contractor's workforce and any subcontractor or other third party performing any part of the Work by or on behalf of the Contractor. The Contractor's Superintendent shall serve as the designated contact person at the Work site who shall be available during all working hours to review and respond to any instructions, directives, concerns or other matters raised by or on behalf of the County.

In the event that the designated Project Superintendent shall be unable to perform these responsibilities, due to injury, illness, severance of employment or any other reason, the Contractor

shall promptly notify the County and shall designate another duly qualified employee to serve as a substitute Project Superintendent, within 48 hours.

**3. County not Responsible for control of Contractors, for Construction Means and Methods**

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be responsible in any way for the acts or omissions of the Contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

**4. Independent Contractor**

The Contractor shall be deemed and considered an Independent Contractor in respect to the Work covered by this Contract, and shall not be deemed to be an agent, partner or joint venture of the County. The Contractor shall assume all responsibility and expense for the Contractor's Work, and for all risks and casualties of every description arising out of the Contractor's performance of the Work. Nothing arising from the Contract Documents or performance of the Project shall be construed to create a contractual relationship of any kind (1) between the County and Contractor, (2) between the County and any Subcontractor or Sub-subcontractor, (3) between the County and any other party. The County's Resident Engineer / Project Resident Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Work.

**5. Subcontractors and Assignments**

A. Assignment to any third party of any monies due or to grow due the bidder or any sub contract based upon this bid is prohibited and will not be recognized by the County. Any such assignment shall be considered a default by the County

B. The contractor shall not subcontract any portion of the work covered by these specifications without the prior written and explicit consent of the County of Atlantic. No subcontract will be effective or deemed permitted without the prior written consent of the County, and any authorized subcontract shall be considered a default by the County.

C. The successful Bidder must maintain and submit to Atlantic County a list of subcontractors and their addresses that may be updated from time to time during the course of contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under this contract.

D. All subcontractors shall provide a copy of their business registration to any contractor who shall forward it to the County. No contract with a subcontractor shall be entered into by any contractor under any contract with Atlantic County unless the subcontractor first provides proof of valid business registration. The successful Bidder as well as their subcontractors and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due Pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (N.J.S.A.



54:32B-1et seq., on all their sales of tangible personal property delivered into the state of New Jersey.

E. The Contractor shall be the party solely and fully responsible to the County for the performance of all requirements of the Contract Documents, at all times and in all respects, without regard to any subcontract or assignment agreement. If a subcontract or other assignment is authorized by the County, the assignee or subcontractor shall enter into an agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. The Contractor shall provide the County with copies of all subcontractor agreements upon the County's request.

F. The Contractor shall be responsible for payment of all of its subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.

## **6. Contractor's Duty to Perform**

The Contractor's obligation to perform and complete the Work and provide all Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work or Services that are not in accordance with the Contract Documents, or as a waiver or release of Contractor's obligation to perform the Work and provide Services in accordance with the Contract Documents: observations made by the County, recommendation of any progress or final payment by the County, any determination that work is substantially completed or any payment by County to Contractor under the Contract Documents, any use of or reliance upon the Work or Services any part thereof by the County, any acceptance by the County, any failure to do so, any review and approval of a Shop Drawing, sample, submittal, substitution, or the issuance of a notice of acceptability, any inspection, test or approval by others, or any correction of defective Work by the County, any limitations of any Subcontractor's or Supplier's warranty, or similar actions or omissions by the County.

## **7. Reliance upon Drawings, Plans and Other Information Provided by the County**

All information provided by the County to the Contractor is only offered to show conditions that are believed to exist, but it is not intended to be inferred that the conditions as shown thereon constitute a true and accurate representation by or on behalf of the County that such conditions actually exist. The Contractor shall be solely responsible to inspect the job site prior to commencement of the Work and to field verify conditions and measurements that actually exist. If any discrepancy exists, the Contractor shall promptly notify the County and await clarification regarding resolution of any such discrepancy by the County.

To the fullest extent permitted by law, the Contractor shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown in drawings and plans, if any, and any other information provided by the County to the Contractor and the actual conditions revealed during the progress of the Work, to the extent that such conditions should have been reasonably observed or discovered by the Contractor prior to commencement of work affected by such variations.

Nothing in this Section shall be deemed to waive or limit the rights and duties of the County and the Contractor arising under the Changed Conditions Clauses, as set forth hereinafter.

## **8. Review Of Contract Documents And Field Conditions By Contractor**

A. Before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work and shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Resident Engineer as a request for information in such form as the Resident Engineer may require.

B Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Resident Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a license design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported in writing promptly to the Resident Engineer.

C. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Resident Engineer in response to the Contractor's notices or requests for information, the Contractor shall make Claims for Changes to the Work.

D. The Contractor shall not be liable to the County or Resident Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Document unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Resident Engineer.

## **9. Patent Fees, Licensee Fees and Royalties**

Contractor shall pay all patent and license fees and royalties (if any) and assume all costs incident to the Contractor's use of all materials and equipment necessary for the Contractor's performance of the Work.

Only applies to complex projects

If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work, review and or approval thereof by the County shall be for the sole purpose and benefit of the County to assess apparent adequacy for the Work, and shall not be an approval of the use thereof by Contractor, in violation of any patent or other rights of any third person. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the County and its officers, directors, employees, agents, and other Bidders of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects,

attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights, or license fees or similar assessments incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

## **10. Permits**

The Contractor shall be responsible for identifying, applying for and obtaining any governmental agency permits and consents, along with any utility company permits, authorizations, relocations or consents, that may be necessary to proceed with the work which have not been obtained by the County, including (but not necessarily limited to) permits under the Uniform Construction Code, the Uniform Fire Safety Code and Soil Conservation District. Costs of application and compliance with all such permits shall be the contractor's responsibility.

## **11. Prompt Performance**

The Contractor's performance of the Work in a timely manner, without undue disruption of normal County operations and services is an essential component of the Work. The Contractor shall begin the Work promptly on the date of commencement as directed by the County and shall provide a level of effort necessary to carry the Work forward expeditiously, with adequate forces to achieve completion at the earliest possible date within the Contract Documents

## **12. Progress Schedule**

Subject to and without limitation upon any more specific requirements of any Technical Specifications and County Special Conditions below, the Contractor shall develop and observe a task-oriented progress schedule that shall include a proposed start and completion date for the Work, with proposed progress milestones. The Contractor shall develop and maintain the schedule as necessary to complete the Work within any time limits set forth in these Specifications.

Upon execution of the contract, the Contractor shall submit its schedule to the County, which shall be subject to review and approval by the County. The Contractor shall be responsible for preparing updates and corrections to the progress schedule, to reflect the actual contract start and such other adjustments as may be necessary and appropriate to complete the Work in an orderly manner within the specified project time limits. Submission of the progress schedule and approval thereof by the County, including modifications and corrections thereto, shall not act as waiver of the contract time, the completion date or any other requirement of the Contract Documents, and shall not constitute a substitute for or evidence approval of any change order or contract modification.

At the County's request, the Contractor shall update the schedule when the County determines that an updated schedule is required.

## **13. Pre-Construction Meeting and Progress Meetings**

Subject to and without limitation upon any more specific requirements of the Technical Specifications and County Special Conditions below and prior to commencing the Work, at a specific time and place as directed by the County, the Contractor shall meet with the County's Project Manager / County Engineer or his designee at a pre-construction meeting. In addition, Progress Meetings shall be held as Work proceeds on an as needed basis as directed by the County.

Pre-Construction and Progress Meetings shall be held to review and address issues related to the Work and may include: schedule compliance, critical sequencing, equipment or material deliveries, use of County property, contract compliance, quality control issues, avoidance of interference with County operations, requesting and processing contract modifications, and such other matters which are relevant to the orderly and expeditious performance of the Work.

Requirements for the Pre-Construction meeting will include

- List of Subcontractors with Contact Information
- Worker Licenses (if applicable, i.e. hazmat abatement/remediation)
- Worker Security, PREA, CARI, Background Approvals (if applicable)
- Pre-construction Photos with Keyplan
- Site Survey of Pre-Existing Conditions (if applicable)
- Site Plan for Temporary Facilities, Control, Staging, Worker Parking, etc.
- Initial Schedule of Values for Approval
- Initial Construction Schedule for Approval with Milestones
- Initial Submittal List/Log for Approval

The Contractor shall be responsible for preparation and distribution of meeting minutes which shall include issues and actions to be taken.

In addition, the Contractor's Project Manager shall maintain a daily job log, which shall record daily work progress, job conditions, weather conditions, subcontractors on site and any testing operations or inspections of the Work.

All meetings will be attended by the Contractor's Project Manager and by a duly authorized representative of the County.

#### **14. Adherence to the Schedule; Modifications of the Schedule**

A. Subject to and without limitation upon any more specific requirements of the Technical Specifications and County Special Conditions below, there shall be no modification of the Work schedule without the prior written approval of the County.

All requests for modifications shall be made by the Contractor in writing, subject to prior approval of the County, in its sole judgment as to whether good cause exists and whether such time extensions shall interfere with safe and orderly operation of the County Facility where the work is being performed.

B. Failure to comply with the schedule and complete the Work within the Contract Time shall constitute a default and shall result in assessment of liquidated damages for each day of delay, in accordance with the more specific requirements of the Technical Specifications and Contract Documents, along with imposition of any other remedy authorized by the Contract Documents.

C. Where Contractor is prevented from completing any part of the Work within the specified Installation Times due to delay beyond the control of Contractor, the Contract Time may be extended in an amount equal to the time lost due to such delay, provided that the Contractor shall have first secured County consent based upon notice to the County which shall include verification of the reasons asserted that delays are beyond the control of Contractor, due to acts or neglect of others, County directives that require modification of the schedule, fires, epidemics, abnormal weather conditions or acts of God that prevent schedule adherence (referred to below as "excusable cause"). Any such extension shall additionally be subject to and in accordance with the more specific requirements of the Technical Specifications

D. If in the opinion of the County, the Contractor is falling behind in the performance of Installation Work without excusable cause as set forth above, the County shall notify the Contractor, and the Contractor shall take such steps as may be necessary to improve his progress, which may include but not be limited to dedication of additional staff, additional hours, or other means, without additional cost to the County. Failure to comply shall constitute grounds for declaring the Contractor in default.

#### **15. Work During Regular Business Hours**

All work shall be performed during regular daylight business hours (defined as work occurring between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday), provided however, that Contractor may make application to the County to work on evening or weekend hours, which shall be subject to the County's approval and subject to any more specific requirements of the Technical Specifications and the County Special Conditions. If the Contractor's work extends for more than 9 consecutive hours within any regular business day, the Contractor shall be responsible for all costs associated with such extended hours, including but not limited to any salaries, overtime, inspections, traffic control and equipment costs incurred on account of the extended hours.

#### **16. Construction Layout**

Subject to and in accordance with any more specific requirements of the Technical Specifications, the Contractor shall, prior to commencement of work, review all design plans, investigate field conditions and perform all layout and mark-outs under the direction of a Licensed Professional Land surveyor, as necessary to accomplish the Work, at no additional costs to the County.

#### **17. Hot Work**

The term "hot work" means hot riveting, welding, burning, open flame use, or other mechanical spark-producing operations or those operations resulting in high temperature surfaces. It also includes opening electrical systems which have the potential of arcing or otherwise igniting a

flammable material. Without limitation upon any other regulatory requirement or prudent practice applicable to the Contractor's Work, the Contractor shall perform all hot work in a fire-safe manner. The Contractor shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires when "hot work" is required. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations.

## **18. Cutting, Selective Demolition, Patching**

A. In addition to any more specific requirements and conditions set forth in the Technical Specifications or elsewhere in the Contract Documents, the Contractor shall be responsible for performing all cutting, demolition and patching operations necessary to accomplish the Work in accordance with all applicable Codes, Manufacturer warranties, industry practices and any specific requirements and limitations applicable to cutting and patching individual parts of that Work.

### **B. Contractor Submittals**

Approval of procedures for Cutting, Demolition and Patching is required before proceeding. The Contractor shall submit a proposal describing procedures. Include the following information, as applicable, in the proposal:

1. List products to be used and firms or entities that will perform Work as well as a detailed description of the Work itself.
2. Indicate dates when cutting and patching is to be performed and the anticipated duration of the Work.
3. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
4. If cutting and patching involves additions and modifications to structural elements, submit details and engineering calculations to show how these additions will be integrated with the original structure. In all cases indicate any changes in the elevation of the ceiling, or the effect on mechanical and electrical distribution systems.
5. Prior to the cutting and patching of interior Architectural Elements building components or modification of exposed finishes, review the repair/restoration procedures with the Architect prior to the inception of Work.
6. Approval by the Architect to proceed with cutting and patching does not waive the Architect's or the Owner's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory or otherwise unacceptable.

The Contractor shall not cause or permit cutting, demolition or patching of any structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio, or which would otherwise fail to comply with the requirements of the Contract Documents. . The Contractor will assume all responsibility for the integrity of the assembly and related assemblies upon the start of cutting or demolition work. The Contractor will provide all required bracing and

shoring as directed by the County Project Manager / County Engineer and by standard construction practices.

The Contractor shall not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

The Contractor shall not cut, damage, alter or patch any part of the Work in a manner that would, in the County's opinion, reduce the aesthetic qualities of any fixture or element of the Work, or result in visual evidence of cutting and patching that is not otherwise permitted or directed by the Contract Documents. The Contractor shall remove, repair and /or replace Work cut and patched in a visually unsatisfactory manner.

## **19. Unit Prices**

A. A unit price is an amount stated on the Contractor's Bid Form/ Unit Price Schedule as a price per unit of measurement for materials and services. Unit Prices will be used to evaluate Contractor Payment Applications, work progress and entitlement to payments.

Unit prices will also be used as the basis to determine the value of amounts to be added to or deducted from the Contract Sum by Change Order, work performed on an "if and where directed" basis and claims in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.

B. Each Unit price shall include all necessary material, overhead, profit, all costs and applicable taxes, fees, licenses and royalties of any kind attributable to the performance or provision thereof.

C. The Contractor shall refer to individual specification sections for activities requiring the establishment of unit prices. Additional provisions regarding methods of measurement and payment for unit prices are specified in those sections.

D. Payment for unit price work and materials shall be based upon actual quantities delivered, installed and accepted by the County.

E. This section shall be in addition to, and shall not limit any more specific provisions concerning Unit Prices in the Technical Specifications and other provisions of the Contract Documents.

## **20. Schedule of Values**

A. Without limitation upon any more specific term or requirement set forth in the Technical Specifications, "Schedule of Values" shall mean an itemized list that shall be prepared by the Contractor that establishes the values allocated to the various portions of the Contractor's Work and supported by such substantiating data as the County may require.

B. The Contractor shall use the Project Manual Table of Contents (if any, as set forth in the Technical Specifications or such other format as the County may provide) as a guide to establish the format for the Schedule of Values.

C. The Contractor shall develop a schedule of values that shall be fully consistent with the Contractor's Construction Schedule, and shall include all unit prices, extensions thereof and lump sum prices as set forth in the Contractor's bid. The schedule of values shall include all divisions of the Work, and shall be based upon costs sufficient for all materials, labor, design costs (if any) profit and overhead reasonably necessary to perform each component of the Work, in accordance with the Contract Documents.

D. The Schedule of Values will include Identification: Include the following Project identification:

1. Project name and location.
2. Name of the Architect.
3. Project number.
4. Contractor's name and address.
5. Date of submittal.

E. The Schedule of Values shall be arranged in a tabular form with separate columns to indicate the following for each item listed:

1. Generic name;
2. Name of subcontractor
3. Name of manufacturer or fabricator.
4. Name of supplier
5. Change Orders (CO) and/or Requests Against Allowances (RAA) that have affected value.
6. Dollar value.
7. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to 100 percent.

In addition, the Contractor shall provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

F. The Contractor shall supply its proposed Schedule of Values to the County within ten (10) days after issuance of the Notice To Proceed or execution of contract, as agreed to between County and Contractor. In the event that the County rejects the Contractor's proposed Schedule of values, the Contractor shall promptly provide such amendments and corrections as may be necessary or required by the County.

G. The Contractor shall coordinate the schedule of values with other schedules and components of contract administration, including:

1. Contractor's Construction Schedule.
2. Application for Payment form.
3. List of subcontractors



- 4.. List of products.
5. List of principal suppliers and fabricators.

H. The County will use the approved Schedule of Values in connection with the County's evaluation of the Contractor's Invoices and Work progress. The approved Schedule of values may also be used by the County as part of its assessment of any proposed change orders, Contract amendments and adjustments, as the County may deem necessary or advisable

## **21. Payment Applications**

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the County Project Manager / County Engineer and paid for by the Owner.

B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

C. Unless the County specifies otherwise, the Contractor shall use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. The Contractor shall also submit a completed Atlantic County Standard Invoice with original signature.

D. The Contractor shall complete every entry on the payment application form. The form shall be executed by a person authorized to sign legal documents on behalf of the Contractor and County. Incomplete applications will be returned without action. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions have been made, and shall include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: The Contractor shall Submit three (3) signed and sealed, executed copies of each Application for Payment, one completed Atlantic County Standard invoice, to the Architect by means ensuring receipt within twenty-four (24) hours; one (1) copy shall be complete, including waivers of lien and similar attachments, when required.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.
2. Completed Security & Control forms for each worker anticipated to be on site. This list is to be updated as needed throughout the project.
3. List of principal suppliers and fabricators.
4. Schedule of Values.
5. Contractor's Construction Schedule.
6. Copies of building permits.
7. Certificates of insurance and insurance policies.
8. Performance and payment bonds.
9. Data needed to acquire the Owner's insurance.

10. Initial settlement survey and damage report.

Initial Application of Payment package to include

1. AIA Payment Application (3 copies)
2. County Standard Invoice
3. Initial Manning Report (2 copies)
4. Certified Payrolls (2 sets)
5. Affidavit of Payment of Debts & Claims (2 copies)
6. Affidavit of Release of Liens (2 copies)
7. Approved Construction Schedule with Milestones
8. Submittal Log with Status
9. Construction (& any other required) Permit(s)
10. Insurance Certificate
11. Bond with 1 Year Warranty
12. Extended Warranty/Maintenance Bond (if applicable)
13. Pre-Construction Photos with Keyplan
14. Progress Photos with Keyplan (if applicable due to time between pre-con pics & Initial Payment Application)
15. Daily Logs

H. Application for Payment at Substantial Completion: The County requires a Temporary Certificate of Occupancy (TCO), or Certificate of Occupancy (CO), or Certificate of Approval (CA) from the ruling construction code entity in order to consider the work substantially complete. Following issuance of the Certificate of Substantial Completion, the Contractor shall submit an Application for Payment. This application shall reflect any Certificates of Partial Substantial Completion issued previously for the County's use or occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Start-up performance reports.
6. Change-over information related to Owner's occupancy, use operation, and maintenance.
7. Final cleaning.
8. Application for reduction of retainage, and consent of surety.
9. Advice on shifting insurance coverage.
10. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion. (Punch List issued by Architect with County review.)

Application for payment at Substantial Completion to include

1. AIA Payment Application (3 copies)
2. County Standard Invoice
3. Monthly Manning Report (2 copies)
4. Certified Payrolls (2 sets)

5. Affidavit of Payment of Debts & Claims from GC & Subcontractors (2 copies)
6. Affidavit of Release of Liens from GC & Subcontractors (2 copies)
7. Warranties/Workmanship Bonds/Maintenance Agreements, etc.
8. Copy of Letter from A & E Identifying Substantial Completion Date
9. Copy of Initial Punchlist with Completion Dates
10. Updated Construction Schedule with Milestones
11. Training of County Staff Schedule (if applicable)
12. All Testing/Balancing Reports or Schedule of Same (if applicable)
13. Final Submittal Log
14. Temporary Certificate of Occupancy/Approval (as applicable)
15. Photos with Keyplan as of Substantial Completion/Initial Punchlist
16. Copy of Utility Disconnect Notices (if applicable)
17. Daily Logs

I. Administrative actions and submittal which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion. These items should be specified in writing with estimated completion date as agreed to by County.
3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay. These Punch List items must be completed within 30 days of Substantial Completion unless specifically agreed to by the County.
5. Transmittal of required Project construction records to Owner.
6. Proof that taxes, fees, and similar obligations have been paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. Correction of any Defective Work and Acceptance of all Work, as set forth below.

Application for Payment at Final payment to include

1. AIA Payment Application (3 copies)
2. County Standard Invoice
3. Monthly Manning Report (2 copies)
4. Certified Payrolls (2 sets)
5. Affidavit of Payment of Debts & Claims from GC & Subcontractors (2 copies)
6. Affidavit of Release of Liens from GC & Subcontractors (2 copies)
7. Copy of All Warranties
8. Letter from A & E Accepting Project as Complete
9. Final Certificate of Occupancy/Approval (as applicable)
10. Final Photos with Keyplan
11. Final Submittal Log
12. Final Daily Logs
13. Final Punchlist with A & E Acceptance a Complete
14. Final Actual Project Construction Schedule with Milestones
15. All Closeout Documents (2 Sets of Hardcopy & 2 CD's)
  - a. Includes AsBuilts with All Approved RAA's/CO's Identified on Drawings

## 22. Contract Modification

Subject to any applicable conditions and requirements regarding Contract Modifications and Changes in the Work set forth in the Technical Specifications or elsewhere in the Contract Documents, this Section specifies administrative and procedural requirements for handling and processing Contract modifications.

### A. MINOR CHANGES IN THE WORK:

Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the County Project manager / County Engineer on AIA Form G710, Supplemental Instructions or in an equivalent format.

### B. **IF ALLOWANCES ARE INCLUDED IN BID** REQUESTS AGAINST ALLOWANCE

Owner initiated Requests Against Allowance and/or Contractor initiated Requests Against Allowance will require the Contractor to use the unit pricing on the Proposal Form. Should other types of work be requested by either party, it shall be priced at a time and material basis with the Contractor's mark-up in compliance with the New State bidding laws for Public Works contracts. All Requests Against Allowance MUST be approved by the COUNTY prior to initiating the work.

Payment request against Allowance to include

1. Fully Executed RAA Form (GC, A & E, County)
2. Description of Work
3. Itemized Unit Pricing (if applicable)
4. GC Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
5. Subcontractor Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
6. Identified Credit due to County (if applicable)
7. Number of Additional/Deducted Schedule Days Identified (if applicable)

ANY WORK COMPLETED WITHOUT PRIOR WRITTEN AUTHORIZATION WILL NOT BE PAID.

### C. COUNTY INITIATED CHANGE ORDER PROPOSAL REQUESTS

Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the County Project manager / County Engineer with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. **Proposal requests issued by the County Project Manager / County Engineer** are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.

2. Unless otherwise indicated in the proposal request, within ten (10) days of receipt of the proposal request, submit to the County Project manager / County Engineer for review an estimate of cost necessary to execute the proposed change.
3. Include a list of quantities of products required and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
6. **CONTRACTOR MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE COUNTY PRIOR TO PERFORMING THE WORK. ANY WORK COMPLETED WITHOUT PRIOR APPROVAL WILL NOT BE PAID.**

A. Contractor-Initiated Change Order Proposal Requests:

When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the County Project manager / County Engineer.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts
4. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
5. Comply with requirements in the specifications regarding **PRODUCT REQUIREMENTS** if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
6. **CONTRACTOR MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE COUNTY PRIOR TO PERFORMING THE WORK. ANY WORK COMPLETED WITHOUT PRIOR APPROVAL WILL NOT BE PAID.**

B. Change Order Procedures:

1. Upon the County Project manager / County Engineer recommendation of a Change Order Proposal Request, the County will submit the proposed Change Order to the Atlantic County Board of Chosen Freeholders for review and approval.
2. No change order will be effective without the approval of the Board of Chosen Freeholders as provided in the Contract Documents.

Payment Request for items in a change order to include

1. Fully Executed Change Order Form (GC, A & E, County)
2. Description of Work being added or deducted.
3. Drawings, Sketches, etc. of Work
4. GC Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
5. Subcontractor Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
6. Identified Credit due to County (if applicable)
7. Number of Additional/Deducted Schedule Days Identified (if applicable)

### **23. Project Close Out:**

This Section specifies administrative and procedural requirements for Project Closeout, including, but not limited to:

1. Inspection procedures.
2. Project Record Document submittal, (As-Built Drawings.)
3. Operation and Maintenance manual submittal.
4. Submittal of Warranties.
5. Final Cleaning.

#### **A. SUBSTANTIAL COMPLETION:**

The County determines the work substantially complete upon receipt of a Temporary Certificate of Occupancy (TCO), or Certificate of Occupancy (CO), or Certificate of Approval (CA) from the ruling construction code entity.

Preliminary Procedures: Before requesting inspection for Certificate of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
2. Advise the Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
  6. Deliver tools, spare parts, extra stock, and similar items.
  7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  8. Complete startup testing of systems and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mockups, and similar elements.
  9. Complete final cleanup requirements, including touch up painting. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedure: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- C. Final Acceptance:
- Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit consent of surety to final payment.
  4. Submit a final liquidated damages statement.
  5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Final Acceptance Documents to include

1. Final AsBUILTs
2. Final Signed & Sealed Survey (if applicable)
3. Complete Submittal Log with Approved Submittals
4. Complete RAA Log with Approved RAA's
5. All Project Photo's with Keyplan

6. Warranties with Term Dates
7. Final Utility/Fuel Meter Readings (if applicable)
8. List of Attic Stock & Location Stored

D. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed under circumstances acceptable to the Architect.

#### **24. Record Document Submittals:**

- A. General: Do not use Record Documents for construction purposes; protect from deterioration and loss in a secure, fire-resistant location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  2. Mark new information that is important to the Owner, but was not shown on the Contract Drawings or the Shop Drawings.
  3. Note related change order numbers where applicable.
  4. Organize Record Drawing sheets into manageable sets, bind sets with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up Record Drawings and Specifications.
- D. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.



E. Maintenance Manuals:

Organize Operation and Maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency Instructions.
2. Spare Parts list.
3. Copies of Warranties.
4. Recommended Maintenance Procedures.
5. Inspection Procedures.
6. Shop Drawings and Product Data.

F. CLOSEOUT PROCEDURES:

Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedure, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

1. Maintenance Manuals.
2. Training of County Personnel in Maintenance Procedures
3. Record Documents.
4. Spare Parts and Materials.
5. Tools.
6. Control sequences.
7. Cleaning.
8. Warranties and Bonds.

G. FINAL CLEANING:

1. General: General cleaning during construction is required by the General Conditions and is included in Specifications.
2. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
3. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
4. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous

materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

- a. Where extra materials of value remaining after completion of associated work, have become the Owner's property, arrange for disposition of these materials as directed.

## **25. Completion and Acceptance of Work**

Subject to and without limitation upon any more specific requirements of the Technical Specifications and County Special Conditions below, the Work to be performed by the Contractor shall be deemed complete when ALL of the following have been performed or supplied by the Contractor to satisfaction of the County:

- A. The Work has, in the judgment of the County, been completed satisfactorily, and all components that require testing have been successfully tested in all respects according to the Contract Documents;
- B. The Work is fully completed, operational and ready for use by the County in all respects in accordance with the Contract Documents, including correction of all punch list items and any other Defective or Unauthorized Work; and
- C. The Contractor has, to the County's satisfaction, executed and delivered to the County or its designated representative all documents, permits, certificates of completion, proofs of compliance, release of claims, surety consents and any other documents the County deems necessary assure compliance with these specifications.

## **26. Defective or Unauthorized Work**

Any portion of the Work, including any materials, goods, equipment, labor, services or combination thereof which in the judgment of the County Project Manager / County Engineer, fails to meet the requirements of the Contract Documents, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work. Any Work including any materials, goods, equipment, labor, services or combination thereof which in the judgment of the County is not authorized or required by the Contract Documents shall be classified as Unauthorized Work.

Any Work, including materials, goods, equipment, labor, services or combination thereof which in the judgment of the County or in the judgment of any Manufacturer, supplier or other entity that is intended to provide a warranty pertaining to the Work or any component thereof, fails to meet the requirements of the Contract Documents, including but not limited to any requirement necessary for the issuance of a required warranty, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work.

## **27. Removal and Correction of Defective or Unauthorized Work**

- A. Any Defective or Unauthorized Work performed by the Contractor, regardless of whether observed before or after completion of the Work and whether or not fabricated, installed or

completed, shall be removed immediately and replaced by the Contractor with Work and materials which shall conform to the specifications, or shall be otherwise corrected and remedied in an acceptable manner authorized by the County or its designee. The Contractor shall bear all costs of correcting, removing or replacing such rejected Work, including compensation to the County for the County's additional costs made necessary thereby.

B. This clause shall have full effect regardless of the fact that the Defective or Unauthorized Work may have been performed, or the defective materials used, with the actual or implied knowledge of the County. The fact that the County or its designee may have previously overlooked such defective work shall not constitute an acceptance of any part of it by the County.

C. If, within one (1) year after the date of completion of the Work or designated portion thereof, or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty required by the Contract Documents, or within any such longer period of time that may be set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the County to do so. Corrective work shall be completed expeditiously and within 30 days of the County's written notice, unless the County extends the time for completion of such repairs. Acceptance of the Work, or portions thereof shall not serve as waiver of the Contractor's obligation to remove, repair and replace Defective Work, unless the County has previously given the Contractor a specific and explicit written acceptance of such Defective Work condition. This obligation shall survive termination of the Contract. The County shall give such notice promptly after discovery of the condition.

D. Upon failure of the Contractor to immediately correct, remove or replace Defective or Unauthorized Work within the specified time limit, or to immediately comply with any order of the County made under the provisions of this Section, the County shall have authority to cause such Defective or Unauthorized Work to be corrected or removed and replaced, and the costs thereof, as well as those incurred in storing any rejected materials, shall be deducted from any monies due or to become due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the County. The County reserves the right, should Defective or Unauthorized Work or materials used by or on the part of the Contractor be discovered, either before or after the Project has been accepted, or even after Final Payment has been made, to withhold from the Contractor's payments, or, if not payments remain due and owing to claim and recover by process of law such sums as may be sufficient to correct, remove or replace the Defective or Unauthorized Work or materials, at the Contractor's expense.

### **Incomplete / Punch list Work,**

Any Work included on a Punch list shall be treated as Defective Work and shall be corrected by the Contractor, within 30 days after issuance of the Punch list as set forth in the preceding section.

## **28. Public Convenience and Safety; Avoidance of Damage to County Property and Property of Others**

The safety, protection and convenience of the public and adjacent residents are of primary importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

- A. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, rules and regulations, building and construction codes, shall be observed. The work site and all machinery, equipment and other hazards of any character associated with the Contractor's work shall be safeguarded by the Contractor.
- B. If any operation, practice or condition during the course of the Work is unsafe or is deemed by the County to be unsafe, the Contractor shall immediately take corrective action. Where any operation, practice or condition endangers persons or property, it shall be immediately discontinued by the Contractor and adequate remedial action taken before the affected part of the Work is resumed.
- C. All work shall be performed in a professional and workmanlike manner, with due regard to avoiding damage to County property and to the property of others. Should the Contractor's work cause any damage to County property or property of others, the Contractor shall promptly repair, restore or replace such damaged property to the satisfaction of the County.

## **29. Accident Reports**

If death or injuries to workers or other persons, or damage to property is caused by or occurs in connection with the Contractor's Work, the accident shall be reported immediately by the Contractor to the County, and to the Contractor's insurance carrier, with full details and statements of witnesses (if any). If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim and the Contractor's response thereto.

## **30. County not Responsible for control of Contractors, for Construction Means and Methods**

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be responsible in any way for the acts or omissions of the Contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

## **31. Independent Contractor**

The Contractor shall be deemed and considered an Independent Contractor in respect to the Work covered by this Contract, and shall not be deemed to be an agent, partner or joint venture of the County. The Contractor shall assume all responsibility and expense for the Contractor's Work, and for all risks and casualties of every description arising out of the Contractor's performance of the Work.

### **32. Indemnification**

- A. Contractor agrees to protect, defend, indemnify and save harmless the County and its officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses and damages, fines, penalties and assessments (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to the Contractor's performance of the Work as set forth in the Contract Documents.
- B. If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the County, in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to be responsible for, and to indemnify and save harmless the County from the payment of all sums of money by reason of any accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or County ordinance, regulations, or the laws of the State, or the United States, arising from or related to the Contractor's performance of its Work.
- C. The Contractor shall indemnify and save harmless the County against any and all claims for royalty, patent infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.
- D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment.
- E. If Contractor hires an "Licensed Abatement" Contractor, said Contractor must provide County of Atlantic with Certificate of Insurance outlining ALL current coverages.**

### **33. Right to Audit Clause**

The Contractor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to County with regard to this Project. County, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Contractor's books and records specific to the agreement. Such records shall be retained by Contractor for at least seven (7) years. In no event shall books and records be disposed of or destroyed prior to seven (7) years or during any dispute or claim between County and Contractor with regard to this agreement.

### **34. Termination of Contract**

- A. **Termination for Convenience:** The County may terminate a Contract, in whole or in part, without showing cause upon giving written notice to the Contractor, when the County determines that termination is in the best interest of the County. The County shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the County, as specified by the Contract Documents. **The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the County, as of the date of termination.**
- B. **Termination by the Owner for Cause:** Without limitation upon any other right or remedy that may exist or be available to the County under the Contract Documents or generally as a matter of law or in equity, the County may terminate the Contract if the Contractor:
1. Persistently or repeatedly refused or fails to supply enough skilled workers or proper materials;
  2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and the subcontractor;
  3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  4. Otherwise is guilty of substantial breach of a provision of the contract documents.

The County shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the County, as specified by the Contract Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the County, as of the date of termination.

- C. **Notice of Termination.** When any of the above reasons exists, the County may terminate the contract after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice of the Termination.

### **35. Waiver.**

The failure of the County to enforce any of the terms and conditions of the Contract Documents shall not be deemed to be an express or implied waiver of any such requirements, nor shall it be deemed a waiver of such requirements or any other requirements in any subsequent circumstances, or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or other failure to fulfill any requirements of the Contract Documents.

### **36. Severability.**

Should any provision to the Contract Documents be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect, to the fullest extent possible and necessary to accomplish the overall intent and purposes of the

Contract Documents. . The inapplicability or unenforceability of any provision of the Contract Documents shall not limit or impair the operation or validity of any other provision of the Contract Documents.

### **37. Truck Routes**

The County of Atlantic requires that Contractor(s) and all subcontractors shall use major highways and County roads for trucking purposes in connection with this project. Therefore, Contractor shall anticipate this requirement while formulating his/her bid proposal.

After opening of Bids, the low Bidders will be required to submit preferred truck routes using major highways and County roads. The County will review the routes and either approve or mandate changes. The Bidder will be required to follow these routes thereafter. Any changes shall be approved in writing by the County Engineer, or his designee.

### **38. Ethical Standards**

County employees are prohibited by policy from accepting gifts from vendors. Consequently, all bidder should be aware and should make all employees and representatives aware that they may not offer any item or material, irrespective of the perceived value of the item or material, to any County employee. Items and materials that have been or are intended to be discarded by the bidder shall not be offered or given to an employee. Bidders must report immediately any employee who approaches the bidder, the bidder's employees or representatives and solicits, requests or suggests in any way that the bidder provide something as a gift to the employee.

### **39. Warranties**

Without limitation upon any other warranty, representation warranty or duty imposed upon or made by the Contractor in the Contract Documents, the Contract hereby warrants:

A. that this Contractor has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County, employee, officer or officials.

B. that the Contractor, for itself and its subcontractors, is qualified by training and experience to perform the services in accordance with all of the terms, conditions and requirements of the Contract Documents .

C. that the Contractor is ready, willing and able to perform all services in the timeframe and as required by this Contract, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of the Project within the State of New Jersey.

### **40. Warranty against Defects.**

In addition to any other warranty, the Contractor further agrees to extend to the County a one year warranty against defects in material and workmanship of the materials and equipment herein provided to the County, which shall commence upon final Acceptance of the Work by the County

#### **41. Default**

Without limitation upon any duty or obligation imposed upon the Contractor by the Contract Documents, Default by the Contractor shall include the following:

- A. Failure by the Contractor to begin work under the Contract within the time specified in the Notice to Proceed, or otherwise according to the Contract;
- B. Failure by the contractor to perform the Work with sufficient workmen, equipment or materials to insure completion of the Work in accordance with the Contract;
- C. Violation by the Contractor of any of the conditions or covenants of the Contract, the Documents, or any order of the County authorized therein, and failure to execute the same in good faith or in accordance with the terms thereof;
- D. Unnecessary, unreasonable or negligent delay by the Contractor in performance of the Contract;
- E. Abandonment or discontinuation by the Contractor of performance of the Work without approval of the County, or failure to resume Work which has been discontinued within a reasonable time after notice to do so;
- F. Failure or refusal by the Contractor to remove materials or perform anew any Work rejected as defective or unsatisfactory;
- G. Failure by the Contractor to complete the Work within the time specified in the Contract, or within the extended time as otherwise provided according to the Contract;
- H. Insolvency or bankruptcy of the Contractor, or commission by him of any act of insolvency or bankruptcy;
- I. Failure by the Contractor to protect, repair or make good any damage or injury to property;
- J. Failure by the Contractor, for any cause whatsoever, to carry on the Work in an acceptable manner;
- K. Conviction of any principal of Contractor of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment;
- L. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
- M. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized as set forth in this Contract.

If the Contractor becomes in Default and fails, refuses or is otherwise unable to cure such default within a time frame that ensures continuous and uninterrupted provisions of all required Work to the County as set forth in the Contract Documents , or shall otherwise fail to comply with any of the terms, conditions, provisions or stipulations of this Contract , according to the intent and meaning thereof, then the COUNTY shall be permitted to pursue any or all remedies that may be available under the Contract Documents, or at law or in equity, including but not limited to an



action for specific performance, termination of the contract, or any action for damages arising from the Contractor's default.

Notwithstanding the foregoing, the County and Contractor shall seek to mediate claims and disputes, when resort to litigation is not authorized, as set forth in the Contract Documents.

The commencement of one or more remedy shall not preclude the County from pursuit of any other available remedy.

Should the County fail to make any payment when such payment is due in accordance with the Contract Documents, or otherwise fail to perform any material duty or obligation imposed upon the County by the Contract Documents, the Contractor shall be permitted to proceed with all remedies that may be available at law or in equity, provided that Contractor shall first provide the County with written notice of the circumstances that are alleged to constitute a default and a 30 day opportunity to cure.

#### **42. Continuing the Work**

During the pendency of any dispute or disagreement, the Contractor shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work, and no Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the County.

#### **43. Liquidated Damages**

Without limitation upon any other provision regarding liquidated damages in the Contract Documents, all amounts set forth in the Contract Documents as liquidated damages shall be a per day charge for every calendar day that the Contractor is in default in completing the Work or any designated portion thereof in excess of the number of days prescribed. The daily sums herein contracted to be paid by the Contractor to the County for any default or delay in the completion of this Work or portions of Services are stipulated to be not a penalty, but rather, liquidated compensation for damages which the County will suffer by reason of such default, loss of use of property, interest on monies borrowed, increased administrative and engineering costs, and other tangible and intangible losses.

The County may deduct the sum of liquidated damages from any monies due or that become due the Contractor under the Contract. If such monies are insufficient, the Contractor or his surety or sureties shall pay to the County any deficiency in such monies within thirty (30) calendar days. Assessment of Liquidated Damages are not intended and shall not be an exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

#### **44. Mediation Provisions for Construction Contracts**

Either party to this contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work required hereunder be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the county's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below.

Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Alternative Dispute Resolution shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Except as specified above, If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation prior to resorting to litigation,
- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the contract.
- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party.

**In the event that the parties are unable to directly resolve a problem within 10 days of the first notice of the dispute, the aggrieved party shall promptly submit a written notice of dispute to the other party. The other party shall respond in writing.**

Demand for mediation of any claim shall not be made until the earlier of the following:

- (i) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (ii) Thirty (30) days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation May be demanded. If a

party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum 1) a brief statement of the nature of the dispute, and 2) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful within 60 days after the initial request for mediation, then either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior court of New Jersey, Atlantic County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

During the performance of the Work, either party to this contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work required hereunder be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the county's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below.

Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Alternative Dispute Resolution shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

**45. Removal of Debris**

- A. The Contractor shall remove all debris and rubbish from the work daily, in accordance with applicable codes and ordinances, and to dispose of same legally off the property. Debris and rubbish shall not be allowed to accumulate.
- B. All products of removal not scheduled to be reused, or turned over to the County, shall become the property of the Contractor and shall be removed from the site.
- C. If applicable, any existing locks will be removed and returned to the owner.

**46. Scope of Work**

- A. This project shall include all necessary labor, materials, tools, and appliances to complete the construction in a first quality, workmanlike manner.

**47. Project Conditions/Site Conditions**

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

**48. Examination**

- A. Site Verification of Conditions: Verify conditions are acceptable for product installation in accordance with manufacturer's instructions.

**49. Submittals**

- A. General:
  - 1) Upon request show elevations and sections.
  - 2) Upon request show listing of opening descriptions including locations, material thicknesses, and anchors.
  - 3) Upon request show location and details of all openings.
- B. Product Data: Submit product data as requested.

- C. left blank
- D. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, and finish colors.
- E. Samples: Submit verification samples for colors. Minimum 2-1/2 inch by 3 inch (61 mm by 73 mm) samples of actual material indicating full color range expected in installed system.
- F. Quality Assurance / Control Submittals:
  - 1) Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical properties.
  - 2) Installer Qualification Data: Submit installer qualification data.

#### **50. Site Storage and Protection of Materials**

- A. The contractor responsible for installation shall remove wraps or covers from materials delivery at the building site. The contractor responsible for installation shall ensure that any scratches or disfigurement caused in shipping or handling are promptly sanded smooth, cleaned, and touched up (with a compatible rust inhibitive Direct to Metal (DTM) primer if required.)
- B. The contractor responsible for installation shall ensure that materials are properly stored on planks or dunnage in a dry location. Materials shall be covered to protect them from damage but in such a manner as to permit air circulation.

#### **51. Delivery & Inspection**

- A. Equipment and material shall be delivered F.O.B. destination, to the destination of the project site outlined in this bid, or the location specified by the Director of Facilities or his designee.
- B. The material(s) and equipment(s) shall be subject to inspection and approval by the Division Director of Facilities Management or his designee.
- C. Successful vendor will notify the County 48 hours in advance of delivery by calling the appropriate contact, as directed by County.

#### **52. Preparation**

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

#### **53. Special Provisions Regarding “Differing Site Conditions”**

A. If the Contractor encounters differing site conditions during the progress of the Work, the Contractor shall promptly notify the County in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the location that is impacted by the differing site conditions.

B. Upon receipt of a Differing Site Conditions Notice in accordance with paragraph a above, of this subsection, or upon the County otherwise learning of differing site conditions, the County shall promptly undertake an investigation to determine whether differing site conditions are present. If the County determines different site conditions exist and may result in additional costs or delays, the County shall provide prompt written notice to the Contractor containing directions on how to proceed.

C. The County shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor. If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

D. If the County determines that there are no differing site conditions present that would result in additional costs or delays, the County shall notify the contractor, in writing, and the Contractor shall resume performance of the Work. In such event, the Contractor shall be entitled to pursue a Differing Site Conditions claim against the County for additional compensation or time attributable to the alleged differing site conditions.

E. Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

F. As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

#### **54. Special Provisions Regarding Suspension of Work**

A. In the event that the County determines that it is necessary to suspended performance of all or any portion of the Work for a period of time lasting more than 10 calendar days, the County shall give prompt written notice of the suspension to the Contractor.

B. If the performance of all or any portion of the Work is suspended by the County for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the County's control, the Contractor shall be entitled to compensation for any resultant delay to the Work completion date or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within 10 calendar days following the conclusion of the suspension, notifies the County, in writing, of the nature and extent of the suspension of work.

C. The notice a Work Suspension Claim shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the County.

D. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party' shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor

E. Upon receipt of the Contractor's suspension of work notice in accordance with paragraph B of this subsection, the County shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

F. If the County determines that the contractor is entitled to additional compensation or time, the County shall make a fair and equitable upward adjustment to the contract price and contract completion date.

G. If the County determines that the Contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the County for additional compensation or time attributable to the suspension.

H. Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

#### **55. Special Provisions Regarding Changes In The Character Of The Work**

A. If the Contractor believes that the contracting unit has directed the Contractor to undertake a material change to the Work, the Contractor shall notify the County in writing of such Change Of Character to the Work

B. The contractor shall continue to perform all work on the project that is not the subject of the notice of a Change of Character to the Work.

C. Upon receipt of the contractor's change in character notice in accordance with paragraph (A) of this subsection, the County shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

D. If the County determines that a change to the contractor's work caused or directed by the County materially changes the character of any aspect of the Work, the County shall make a fair and equitable upward adjustment to the contract price and contract completion date.

E. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the County to the contractor performing the Changed Character work.

F. If the County determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

G. As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases' the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

## **56. Special Provisions Regarding Changes In Quantities:**

A. The County may increase or decrease the quantity of Work to be performed by the contractor.

i. If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

ii. If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

B. For any minor change in quantity, the County shall make payment for the quantity of the pay item performed at the bid price for the pay item.

C. For a major increase in quantity, the County or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the County shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit.

D. In the event of a major decrease in quantity, the County or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the County shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit,

E. As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

## **57. Record Keeping And Right To Audit:**

N.J.A.C. 17:44-2.2 provides that:

"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."



The Contractor and all of its subcontractors agree that they shall keep and maintain complete and accurate records and all documents related to this contract, as required by law, including but not limited to proper and adequate books, records and accounts accurately reflecting all cost and amounts billed to County with regard to this Project.

Upon request all such records shall be made available to employees, representatives and agents of the New Jersey Office of the Comptroller for review, inspection and reproduction, as such employee, representative or agent shall require. Such records shall also be made available for review inspection and reproduction by the County's designated employees or representatives. Such records shall be retained by Contractor and all of its subcontractors for at least five (5) years after the date of final payment. In no event shall books and records be disposed of or destroyed prior to five (5) years, or during any dispute or claim between County and Contractor with regard to this agreement or during any review of such records conducted by the State of New Jersey,

The Contractor is hereby advised that maintenance of such records is required pursuant to N.J.A.C. 17:44-2.2, and that all such records shall be made available for inspection to the New Jersey Office of the Comptroller, upon request during the said five year period and that all such records shall be preserved during the pendency of any dispute or review.

#### **58. Interpretation of Documents**

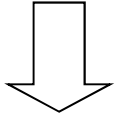
In the event of any inconsistency, conflict or question regarding priority, application or interpretation of provisions in these general conditions, the technical specifications plans or any other contract documents, the provision or interpretation thereof which afford the greatest protection of County interests & which assures contractor performance shall be deemed controlling.

# TECHNICAL SPECIFICATIONS

POSTED ON BID PORTAL AS  
SEPARATE PDF FILES

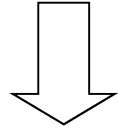
**FORMS**

## **BID CHECK LIST**



Checked Items required with bid

Items submitted with bid  
(Bidder's **INITIALS** )



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS  
MANDATORY CAUSE FOR REJECTION OF BID**

<b>X</b>	Complete and sign Proposal page(s) <b><i>ORIGINAL SIGNATURES</i></b>	
<b>X</b>	Acknowledgement of Receipt of Addendum or Revision (if any)	
<b>X</b>	Corporate Disclosure Statement, Pursuant to N.J.S.A.40A:11-16	
<b>X</b>	Bid guarantee (bid bond or certified / cashier's check)	
<b>X</b>	Certificate from a Surety Company (Consent of Surety) to include most current financial statement, certificate of authority, power of attorney and surety disclosure statement from an authorized bonding / insurance company	
<b>X</b>	Subcontractors Affidavit (N.J.S.A. 40A:11-16), includes Plumbing, HVAC, Electrical and Structural Steel	

**B. MANDATORY ITEM(S) REQUIRED PRIOR TO AWARD OF  
CONTRACT**

<b>X</b>	Copy of New Jersey Business Registration Certificate for bidder and designated subcontractors	
<b>X</b>	Copy of Certificate for Public Works Contractor Registration	
<b>X</b>	Federal Debarment Certification	
<b>X</b>	Disclosure of Investment Activities in Iran	

**C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID  
MAY BE CAUSE FOR REJECTION**

<b>X</b>	Non-Collusion Affidavit	
<b>X</b>	Affirmative Action Page (AA 201 Completed & Submitted)	
<b>X</b>	References (if required)	
<b>X</b>	Deviations from Specifications, if applicable, attached in letter form	
	Other :	

Print Name of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print Name & Title: \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL ITEMS**

**PROPOSAL FORM  
REBID**

DATE \_\_\_\_\_

The undersigned, having read the Notice to Bidders, Invitation to Bid, Instructions to Bidders, Technical Specifications, Bid Drawings and any and all Clarifications and/or Addendums, etc., attached hereto, and having thoroughly investigated all existing conditions, equipment, material, and labor required for the Lenape Park East – Phase III Renovations project in strict accordance with this specification, hereby agrees to complete ALL WORK as follows:

Lump Sum Bid	\$ _____
5% Contingency Allowance	\$ _____
	Sub-Total (1 + 2) \$ _____
Concealed/Unknown Conditions Allowance	\$ <u>100,000.00</u>
Hazardous Materials Allowance	\$ <u>15,000.00</u>
3 <sup>rd</sup> Party Testing/Inspection Allowance	\$ <u>10,000.00</u>
TOTAL BID	\$ _____

The phrase ALL WORK means that the Contractor must provide every aspect of the construction process necessary to accomplish the task including but not limited to required demolition, removals, substrate preparation, fitting, shop drawings, material acquisition, storage, labor, temporary support, installation, testing, warranties, etc., and as necessary.

**ALTERNATE ADD OR DEDUCT SCHEDULE** (Refer to Section 010150)

**DEDUCT ALTERNATE # 1:** This alternate deducts all work related to the **Pickleboard Courts**. This work includes, but is not limited to, the supply and installation of a new Pickleboard Court, pedestrian path and fence. \$ \_\_\_\_\_

**NOTE:** Certified Check, Cashier's Check or Bid Bond must be not less than ten percent (10%) of the total amount of the Bid, except that no check or bid bond shall be for more than \$20,000 and made payable to the Atlantic County Treasurer. The undersigned agrees said amount is to be forfeited as liquidated damages and not a penalty if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project or furnish the required bond. Otherwise, said deposit shall be returned to the undersigned.

**PF -1**

**Signature** \_\_\_\_\_

**BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED**

**PROPOSAL FORM  
REBID**

**FIVE PERCENT (5%) CONTINGENCY ALLOWANCE:**

The County of Atlantic will determine a Contingency Allowance amount, equal to FIVE (5%) percent of the lowest qualified Base Bid, that will be added to and awarded with the Base Bid amount. This Contingency Allowance shall be set aside to pay for any items that are unforeseen or additional work not in the specifications or shown on the drawings. Before any work is performed under this Contingency Allowance, it shall be approved by the Director of Facilities or his designee. Any work performed without this written approval will not be paid. Some Unit Prices are included in this Proposal Form to address potential Allowance work. Should other types of work be requested by the County, it shall be priced at a time and material basis with back-up receipts, invoices, etc. as requested by the County, with a maximum general contractor markup is 5% Overhead and 5% Profit.

**CONCEALED/UNKNOWN CONDITIONS ALLOWANCE:**

The County of Atlantic has included a Concealed/Unknown Conditions Allowance in this Proposal Form. This Concealed/Unknown Conditions Allowance shall be set aside to pay for any items that are unforeseen or additional work not in the specifications or shown on the drawings. Before any work is performed under this Concealed/Unknown Conditions Allowance, it shall be approved by the Director of Facilities or his designee. Any work performed without this written approval will not be paid. Any work requested under this Concealed/Unknown Conditions Allowance shall be priced on a time and material basis with back-up receipts, invoices, etc., as requested by the County, with a maximum general contractor markup of 5% Overhead and 5% Profit.

**HAZARDOUS MATERIALS ALLOWANCE:**

The County of Atlantic has included a Hazardous Materials Allowance in this Proposal Form. This Hazardous Materials Allowance shall be set aside to address any hazardous materials **not** identified in the bid documents. Before any work is performed under this Hazardous Materials Allowance, it shall be approved by the Director of Facilities or his designee. Any work performed without this written approval will not be paid. This work shall be priced on a time and material basis with back-up receipts, invoices, etc. as requested by the County, with a maximum allowable general contractor markup limited to 5% Overhead and 5% Profit.

**THIRD PARTY TESTING/INSPECTION ALLOWANCE:**

The County of Atlantic has included a Third Party Testing/Inspection Allowance in this Proposal Form. This Third Party Testing/Inspection Allowance shall be set aside to pay for necessary testing and/or inspections as determined by the Architect and Engineer that are **outside** of the scope of the bidder's contract requirements. Before any work is performed under this Third Party Testing/Inspection Allowance, it shall be approved by the Director of Facilities or his designee. Any work performed without this written approval will not be paid. This work shall be priced at a time and material basis with back-up receipts, invoices, etc. as requested by the County with a maximum allowable general contractor markup will of to 5% Overhead and 5% Profit.

**PF -2**

**Signature \_\_\_\_\_**

**BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED**

**PROPOSAL FORM  
REBID**

**UNIT PRICING ADD OR DEDUCT SCHEDULE** (Refer to Section 012200)

Unit Price is an amount proposed by bidders as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification if estimated quantities of work required by the Bid Documents are increased or decreased.

**DESCRIPTION**

**UNIT COST**

**Unit Price No. 1 – Installation of new 4” concrete pavement.**

Description: Installation of new 4” concrete pavement system.

Unit of Measurement: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 4” concrete pavement as per site drawings and specifications

\$ \_\_\_\_\_/SY

**Unit Price No. 2 – Installation of new 6” reinforced concrete slab.**

Description: Installation of new 6” reinforced concrete slab.

Unit of Measurement: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 6” reinforced concrete pavement as per site drawings and specifications.

\$ \_\_\_\_\_/SY

**Unit Price No. 3 – Installation of new 2” thick asphalt pavement system.**

Description: Installation of new 2” thick asphalt pavement system.

Unit of Measure: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 2” thick asphalt pavement system as per site drawings and specifications.

\$ \_\_\_\_\_/SY

**Unit Price No. 3A – Installation of new 2” thick asphalt pavement after milling.**

Description: Installation of new 2” thick mix 9.5M64 asphalt pavement system including milling 2” of asphalt pavement

Unit of Measure: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 2” thick asphalt pavement system including 2” of milling, as per site drawings and specifications

\$ \_\_\_\_\_/SY

**Unit Price No. 3B – Installation of new 2” thick asphalt pavement system on 6” dense graded aggregate base course**

Description: Installation of new 2” thick mix 9.5M64 asphalt pavement system with 6” Dense Graded Aggregate Base Course.

Unit of Measure: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 2” thick asphalt pavement system with 6” Dense Graded Aggregate Base Course including excavation, as per site drawings and specifications.

\$ \_\_\_\_\_/SY.

**Unit Price No. 3C – Installation of new 6” thick dense graded aggregate.**

Description: Installation of new 6” thick dense graded aggregate and 6” excavation.

Unit of Measure: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 6” thick dense graded aggregate including excavation as per site drawings and specifications.

\$ \_\_\_\_\_/SY

**PF -3**

**Signature** \_\_\_\_\_

**BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED**

**PROPOSAL FORM  
REBID**

**UNIT COST**

**Unit Price No. 4 – Installation of new 2” thick pervious asphalt pavement with 12” storage bed system.**

Description: Installation of new 2” thick pervious asphalt pavement with 12” storage bed system.

Unit of Measure: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 2” thick pervious asphalt pavement with 12” storage bed system as per site drawings and specifications.

\$ \_\_\_\_\_/SY

**Unit Price No. 5 – Installation of new 4” thick pervious asphalt pavement with 12” storage bed system.**

Description: Installation of new 4” thick pervious asphalt pavement with 12” storage bed system.

Unit of Measure: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of 4” thick pervious asphalt pavement with 12” storage bed system as per site drawings and specifications.

\$ \_\_\_\_\_/SY

**Unit Price No. 6 – Installation of new porous paving (grass paver system), complete with soil removal and new compacted substrate.**

Description: Installation of new porous paving (grass paver system), complete with soil removal and new compacted substrate.

Unit of Measure: Per Square Yard including all labor and material to provide a complete installation of one (1) square yard of new porous paving (grass paver system), complete with soil removal and new compacted substrate as per site drawings and specifications.

\$ \_\_\_\_\_/SY

**Unit Price No. 7– Unit Pricing for Additional Electrical Devices not specifically shown on drawings, but to be identified during construction.**

Description: Supply and install Exterior Pole Light Type “A1” w/100 ft. of 12/3 Wiring complete with underground conduit.

Quantity: Up to 4 each

Add \$ \_\_\_\_\_/each

**Unit Price No. 8 – Unit Pricing for Hazardous Materials Allowance**

Description: Hazardous Materials Allowance shall comply with all Federal, State, and Local codes and regulations. Before any work is performed under this Hazardous Materials Allowance, it has to be approved by the Director of Facilities or his designee. Any work performed without this written approval will not be paid. Work under this Hazardous Materials Allowance will be priced at a time and material basis with the Contractor’s mark-up not to exceed a maximum of 5% overhead and 5% profit

**ENVIRONMENTAL TESTING:** (Per Test Sample)

- |                                       |                 |
|---------------------------------------|-----------------|
| a) Lead-Based Paint                   | \$ _____ Sample |
| b) Polychlorinated biphenyls (PCB)    | \$ _____ Sample |
| c) Asbestos Containing Material (ACM) | \$ _____ Sample |

**ADD/DEDUCT WORK NOT INCLUDED IN UNIT PRICING**

Other types of work may be requested by the County and will be priced at a time and material basis. The Contractor shall include a maximum of 5% overhead and 5% profit on any Request Against Allowance or Change Order on a materials/equipment/labor cost with invoice and/or other backup documentation as requested by the Architect/ Engineer/ County, and as approved by same in writing.

**PF -4**

**Signature \_\_\_\_\_**

**BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED**



**PROPOSAL FORM  
REBID**

**AWARD OF CONTRACT:**

The award of this contract will be based on the TOTAL BASE BID only to the lowest responsible and responsive bidder.

**IMPORTANT NOTES:**

- 1) This project will require the execution of a Project Labor Agreement by the County, the South Jersey Building & Construction Trades Council, and the Contractor awarded the Bid.
- 2) All work will take place during normal business hours, weather permitting, and exclusive of weekends and holidays, unless specifically negotiated upon award of construction contract and/or project kick off meeting.
- 3) All work is to begin within **fourteen (14) consecutive calendar days (CCD)** from Notice to Proceed or upon Project Start Date as determined at the pre-construction kick-off meeting.
- 4) This construction project **MUST** to be completed and closed out within **THREE-HUNDRED & SIXTY-SEVEN (367) CCD** after Project Start Date. This **367 CCD** schedule includes the following milestone deadlines:
  - a. Delivery of all **Administrative** Submittals (schedule of values, submittal list, pre-construction photos & key plan, etc.) to Architect/ Engineer within **FOURTEEN (14) CCD** of Project Start Date.
  - b. Delivery of **ALL** Submittals (material, equipment, etc.) to Architect/Engineer within **THIRTY (30) CCD** of Project Start Date.
  - c. **Substantial Completion** shall occur no later than **THREE-HUNDRED & THIRTY SIX (336) CCD** from project Start Date. This includes Township's inspection approval for the entire project.
  - d. **Final Completion and Close-out** (Project Completion Date) shall occur no later than **THIRTY ONE (31) CCD** after Substantial Completion. This milestone deadline is **THREE-HUNDRED & SIXTY-SEVEN (367) CCD's** after project Start Date.
- 5) The County will apply liquidated damages of \$2,000.00 (Two-thousand dollars) per CCD's for any contract work that does not meet milestone deadlines, including but not limited to delivery of submittals, administrative requirements, construction work, completing punch list items and/or corrective work, submittal of complete close-out documentation, etc.

**PF -5**

**Signature** \_\_\_\_\_

**BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED**

**PROPOSAL FORM  
REBID**

**NOTE:** Certified Check, Cashier's Check or Bid Bond must be not less than ten percent (10%) of the total amount of the Bid, except that no check or bid bond shall be for more than \$20,000 and made payable to the Atlantic County Treasurer. The undersigned agrees said amount is to be forfeited as liquidated damages and not a penalty if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project or furnish the required bond. Otherwise, said deposit shall be returned to the undersigned.

**NAME OF BIDDER:**

The undersigned is a (Circle one of the following) *Partnership / Corporation / Individual* under the laws of the State of New Jersey, having principal offices at:

\_\_\_\_\_

\_\_\_\_\_ and is authorized to conduct business in the State of New Jersey.

\_\_\_\_\_  
Name (Print) \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
PO Box/Street Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip Code \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Fax \_\_\_\_\_ Website \_\_\_\_\_

**ALTERNATE CONTACT INFORMATION**

\_\_\_\_\_  
*Name (Print)* \_\_\_\_\_ *Title* \_\_\_\_\_

\_\_\_\_\_  
*PO Box/Street Address* \_\_\_\_\_ *City/State* \_\_\_\_\_ *Zip Code* \_\_\_\_\_

*Office Phone* \_\_\_\_\_ *Cell* \_\_\_\_\_

*Email* \_\_\_\_\_

*Fax* \_\_\_\_\_ *Website* \_\_\_\_\_

**PF -6**

**Signature** \_\_\_\_\_

**BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED**

COUNTY OF ATLANTIC  
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA  
VENDOR REQUIRED TO COMPLETE AND RETURN FORM WITH PROPOSAL  
REGARDLESS OF WHETHER ADDENDA WAS ISSUED.  
FAILURE TO COMPLETE AND RETURN FROM IS A FATAL DEFECT  
WHICH CANNOT BE CURED AND PROPOSAL WILL BE REJECTED

The undersigned vendor hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

Vendor acknowledges to the best of this /her knowledge no addendum has been issued by the County

Dated \_\_\_\_\_ Initial \_\_\_\_\_

Vendor is required to complete, sign and submit form with bid regardless of whether addenda was issued.  
Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected .  
See: N.J.S.A. 40 A:11-23.2

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

BY: \_\_\_\_\_  
(Print or Type Name of Authorized Individual)

Title: \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

**This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.**

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

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

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

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

**Part II**

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

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**Part IV Certification**

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

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

**ATLANTIC COUNTY HAS PROVIDED THIS SAMPLE BID BOND  
FOR SUBMISSION TO A BIDDER'S INSURANCE/BONDING COMPANY.  
LANGUAGE SUCH AS THIS WILL BE ACCEPTED; HOWEVER,**

**LANGUAGE THAT LIMITS THE BID BOND TO THE "DIFFERENCE" BETWEEN  
BID AMOUNT AND SUCH LARGER AMOUNT FOR WHICH THE COUNTY  
COULD CONTRACT, SHALL NOT BE ACCEPTABLE.**

THIS BOND, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_, as Principal and \_\_\_\_\_ as Surety, are held firmly bound unto the County of Atlantic, as Owner, in the sum of Ten Percent (10%) of the total amount of Bid, (no check or bid bond shall be for more than \$20,000) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above is such that whereas the Principal has submitted to the County of Atlantic a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for \_\_\_\_\_.

NOW, THEREFORE,

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

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

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

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

by Principal: \_\_\_\_\_

by Surety: \_\_\_\_\_

B.B.

**ATLANTIC COUNTY HAS PROVIDED THIS SAMPLE CONSENT OF SURETY FORM FOR SUBMISSION TO A BIDDER'S INSURANCE/BONDING COMPANY. LANGUAGE SUCH AS THIS WILL BE ACCEPTED; HOWEVER, LANGUAGE THAT LIMITS THE TIMEFRAME IN WHICH THE COUNTY CAN PROCESS CLAIMS AGAINST A PERFORMANCE BOND, OR LANGUAGE THAT STATES THE SURETY IS CONDITIONAL DEPENDING ON CONTRACT TERMS, WILL NOT BE ACCEPTED. (CONTRACT TERMS WILL BE AS OUTLINED IN THE BID SPECIFICATION)**

County of Atlantic  
1333 Atlantic Avenue  
Atlantic City, NJ 08401

\_\_\_\_\_  
NAME OF INSURANCE/BONDING COMPANY

being duly qualified to transact business in the State of New Jersey, hereby certifies that if

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

is the successful bidder for \_\_\_\_\_

\_\_\_\_\_ it as surety will provide the bidder with a bonds as are called for in the bid specifications.

Signed and Sealed \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NAME OF INSURANCE/BONDING COMPANY

by: \_\_\_\_\_  
ATTORNEY-IN-FACT

**POWER OF ATTORNEY MUST BE ATTACHED TO CONSENT OF SURETY**

YOU MUST PROVIDE BELOW THE NAME, ADDRESS AND PHONE NUMBER OF A PERSON TO BE CONTACTED IN THE EVENT ANY QUESTIONS OR CLAIMS ARISE REGARDING THE BID AND / OR PERFORMANCE BOND.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE # \_\_\_\_\_

**LIST OF SUBCONTRACTORS**  
**IF APPLICABLE**

N.J.S.A. 40A:11-16 REQUIRES THE LISTING OF ALL SUBCONTRACTORS TO WHOM THE BIDDER WILL SUBCONTRACT THE FURNISHING OF:

- 1) Plumbing and gas fitting and all kindred work.
- 2) Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work.
- 3) Electrical work
- 4) Structural steel and ornamental iron work

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C.1-4 See Plumbing Affidavit page P.A. (when applicable)

In accordance with N.J.S.A. 40A:11-16 the following is a list of names of subcontractors to whom the bidder will subcontract the furnishing of the above referenced work required for the completion of the project. If more than one subcontractor is listed for an above referenced trade, the bidder must submit a list of names and addresses and the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award each subcontractor should the bidder be awarded the contract.

Trade	Company	Address/Telephone #

**I certify that the foregoing statement(s) made by me are true. I am aware that if any of the foregoing statement(s) made by me are willfully false, I am subject to punishment.**

Signature \_\_\_\_\_





**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**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’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property 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 may render a bidder’s bid proposal non-responsive.** If the County of Atlantic determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The County of Atlantic may also report to the county counsel the name of that person, together with its information as to the false certification, and the county counsel may determine to bring such civil action against the person to collect such penalty.

**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 is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I 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 or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE 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. PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
\_\_\_\_\_ Duration of  
Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**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 County of Atlantic is 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 County of Atlantic to notify the County of Atlantic in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, 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 County of Atlantic and that the County of Atlantic at its option may declare any contract(s) resulting from this certification void and unenforceable.

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.

**Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## AFFIRMATIVE ACTION INFORMATION

Please complete the following:

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

1. Our Company has a Federal Affirmative Action Plan Approval:

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

a. If yes, submit a photographic copy of the Approval

2. Our Company has a New Jersey Certificate of Employee Information Report:

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

a. If yes, submit a Photographic copy of the Certificate

3. Our Company has neither of the above, therefore send us (check if applicable)

FORM AA-302 \_\_\_\_\_ (Service Contracts)  
Affirmative Action Employee Information Report

FORM AA-201 \_\_\_\_\_ (Construction Contracts)  
Initial Project Workforce Report Construction

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

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

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

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

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

**CERTIFICATION OF NON-DEBARMENT**  
**FOR FEDERAL GOVERNMENT CONTRACTS**  
N.J.S.A. 52:32-\_\_ (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

**Individual or Organization Name:** \_\_\_\_\_

**Individual or Organization Address:** \_\_\_\_\_

**DUNS Number (if applicable):** \_\_\_\_\_

**CAGE Code (if applicable):** \_\_\_\_\_

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

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

**Part I Certification of Non-Debarment: Individual or Organization**

I hereby certify that **<name of individual or organization>** is not debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part II Certification of Non-Debarment: Individual or Entity Owning Greater Than 50 Percent of Organization**

**PART A**

- Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.

Name of Individual or Business Entity	Home Address (for Individual) or Business Address

**OR**

- No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

**PART B (Skip if no business entity is listed in Part A above)**

- Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	Home Address (for Individual) or Business Address

**OR**

- No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

**PART C: Certification**

I hereby certify that no individual or organization that is debarred at the federal level from contracting with a federal government agency owns greater than 50 percent of **<name of organization>** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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

**Part III Certification of Non-Debarment: Contractor-Controlled Entities**

**PART A**

- Below is the name and address of the corporation(s) in which **<name of individual or organization>** more than 50 percent of voting stock, or of the partnership(s) in which **<name of individual or organization>** owns more than 50 percent interest therein, or of the limited liability company or companies in which **<name of individual or organization>** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

(add additional sheets if necessary)

**OR**

- <Name of individual or organization>** does not own greater than 50 percent of the voting stock in any corporation, and does not own greater than 50 percent interest in any partnership or any limited liability company.

**PART B (Skip if no business entities are listed in Part III A)**

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Part III A	Business Address

(add additional sheets if necessary)

**OR**

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation, or owns greater than 50 percent interest in any partnership or limited liability company.

**PART C: Certification**

I hereby certify that **<name of individual or organization>** does not own greater than 50 percent of any entity that that is debarred at the federal level from contracting with a federal government agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

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



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# **CONTRACT** **DOCUMENTS**

**NOTE: INFORMATIONAL ONLY. THE SUCCESSFUL LOW BIDDER WILL BE REQUIRED TO SIGN AND SUBMIT THESE DOCUMENTS AFTER AWARD.**

**CONTRACT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20xx, between the COUNTY OF ATLANTIC a body corporate and politic of the State of New Jersey with offices located at 1333 Atlantic Avenue, Atlantic City, NJ 08401 (the “County” hereinafter), and \_\_\_\_\_ with offices located at \_\_\_\_\_, hereinafter referred to as “Contractor”.

**WITNESSETH:**

**WHEREAS**, the County desires to engage the services of the Contractor to provide all goods and services necessary to perform the Work described in more detail in the County’s Invitation to Bid/RFP (Exhibit A) attached herewith; and

**WHEREAS**, the Contractor has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

**WHEREAS**, execution of this contract has been authorized by the Board of Chosen Freeholders of Atlantic County pursuant to Atlantic County Resolution # \_\_\_\_\_ on \_\_\_\_\_

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

**1. SCOPE OF SERVICES AND CONTRACT DOCUMENTS.**

The Contractor shall provide to the County the following services:

**2. CONSIDERATION.**

A. In accordance with the authorization for this Contract granted by Atlantic County Board of Chosen Freeholders Resolution # \_\_\_\_\_ adopted on \_\_\_\_\_, the Contractor shall be compensated in an amount not to exceed \$ \_\_\_\_\_ in full consideration for performance of the Project, in accordance with the requirements of the Contract Documents.

B. The time and rate of compensation shall be as set forth in the County Invitation to Bid /RFP (Exhibit A) and the Contractor’s Proposal, (Exhibit B), for all materials and services satisfactorily provided hereunder, subject to all of the terms, conditions and requirements of the Contract Documents. The Price stated in the Contract Documents constitutes the total compensation (subject to adjustments explicitly authorized by the Contract Documents) payable to Contractor for performing all of the duties, responsibilities and obligations assigned to or

undertaken by Contractor and shall be performed at the Contractor's expense, without change in the Contract Price.

C. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, Contractor understands that Contractor shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in 2.A unless additional compensation is expressly authorized by the County.

D. Any changes to the maximum compensation or scope of work specified or otherwise required by the Contract Documents shall only be effective if such additional compensation or modification is expressly authorized by an amendatory resolution duly adopted by the Atlantic County Board of Chosen Freeholders.

E. Any claim by Contractor for an adjustment in the Contract Price shall be based on written notice delivered by Contractor promptly (but in no event later than seven days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Contractor shall provide complete supporting data with respect to the claim, including all claims for equitable adjustment, not later than thirty (30) days after the start of such occurrence. All claims for adjustment in the Contract Price shall be determined by the County, in the event that the County and Contractor cannot otherwise agree on the amount involved. No claim of any kind for an adjustment in the Contract Price will be valid if it is not submitted in accordance with this procedure, and Contractor waives all rights to recovery for any claim as to which this procedure is not followed.

F. It is the exclusive right of the County to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by Contractor.

G. Payment shall be made only upon submission by the Contractor of the required executed standard County invoice, a bill on Contractor's letterhead and any other documents deemed necessary by the County.

H. Contractor agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. Contractor agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The Contractor also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. Contractor

agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives of the County. Said records shall be kept for a minimum of five (5) years after expiration of the Contract Term.

### **3. TERM.**

A. Upon its authorization and execution this Agreement shall be effective for the term commencing \_\_\_\_\_ to \_\_\_\_\_.

**B. The Contractor acknowledges it shall complete the performance of services under this Agreement in accordance with the time limits specified in the Contract Documents.**

C. The County Executive or his designee may extend the time for completion specified by Article III (B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

D. The County Executive may terminate this Agreement at any time, as a consequence of a default by the Contractor, or, to the extent permitted or required by law, for the convenience of the County, by giving written Notice of Termination sent to the Contractor in the address set forth in Article IX. In the event of termination of this Agreement, the Contractor shall furnish to the County such reports or documents that the County may require based upon work completed under the provisions of this Agreement. The Contractor shall be compensated in the amount determined by the County Executive to be commensurate with the work performed at the time of termination and upon acceptance of said payment Contractor shall have no further rights against the County.

### **4. TIME OF THE ESSENCE.**

All time limits for the performance and completion of Work, as stated in the Contract Documents, are of the essence of this Contract. Expeditious performance and completion of this Contract are essential for the express purpose of enabling the County to maintain in public service an important transportation facility, in accordance with a predetermined program of funding and construction. The Contractor shall begin the Work promptly on the date of commencement and he shall carry the Work forward expeditiously with adequate forces and shall achieve completion at the earliest possible date within the Contract Time.

### **5. CONTRACTOR'S WORKFORCE.**

The Contractor hereby agrees that it shall provide the necessary workforce to accomplish the Project as set forth in the Contract Documents, and if necessary, to increase said workforce to complete the Project within the time schedule and performance requirements set forth in the Contract Documents.. The Contractor shall furnish all materials, tools, equipment, transportation, supervision, and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a proper workmanlike manner within the time stipulated as set forth in the specifications.

## **6. CONTRACT DOCUMENTS.**

The County Invitation to Bid/RFP (Exhibit A) and the Contractor's Proposal (Exhibit B) along with all attachments herewith are incorporated by reference and comprise the "Contract Documents". In the event of any dispute or inconsistency, the documents shall have the following priority:

A. The requirements, terms and conditions set forth in the Invitation to Bid/RFP, including the terms of this Contract, including Appendix I and II attached herewith.

B. The Contractor's Proposal (Exhibit B).

In addition to the Exhibits and submissions listed above, the Appendices to the Contract Documents shall additionally constitute integral parts of this Contract and are hereby incorporated herein in their entirety:

## **7. RELIANCE UPON DRAWINGS, PLANS, AND OTHER INFORMATION PROVIDED BY THE COUNTY.**

All information provided by the County to the Contractor is only offered to show conditions that are believed to exist, but it is not intended to be inferred that the conditions as shown thereon constitute a true and accurate representation by or on behalf of the County that such conditions actually exist. The Contractor shall be solely responsible to inspect the job site prior to commencement of the Work, and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown in drawings and plans, if any, and any other information provided by the County to the Contractor and the actual conditions revealed during the progress of the Work or otherwise.

## **8. PERFORMANCE BOND.**

Upon execution of this agreement, and in no event later than 20 days after award of a contract by the County, the Contractor shall provide a Performance Bond in an amount equal to the proposed costs of all materials and installation work required to perform the Work, as set forth

in the Contract Documents, in a form acceptable to the County, by company that is duly authorized to issue such obligations in New Jersey. The obligations imposed upon the Contractor by this contract shall be obligations in addition to all other terms, covenants and conditions of said Bond to the same effect as though they had been incorporated in said Bond.

This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations. All Bonds signed by an agent must be accompanied by appropriate power of attorney and surety disclosure statements

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or suspended in the State of New Jersey or otherwise ceases to meet the requirements of the Contract Documents, Contractor shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to the County.

## **9. WARRANTIES**

Without limitation upon any other warranty, representation warranty or duty imposed upon or made by the Contractor in the Contract Documents, the Contract hereby warrants:

A. that this Contractor has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County, employee, officer or officials.

B. that the Contractor, for itself and its subcontractors, is qualified by training and experience to perform the services in accordance with all of the terms, conditions and requirements of the Contract Documents .

C. that the Contractor is ready, willing and able to perform all services in the timeframe and as required by this Contract, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of the Project within the State of New Jersey.

## **10. WARRANTY AGAINST DEFECTS.**

In addition to any other warranty, the Contractor further agrees to extend to the County a one year warranty against defects in material and workmanship of the materials and equipment herein provided to the County, which shall commence upon expiration of the Contact Term.

## **11. CONTINUITY OF COUNTY OPERATIONS AND SERVICES.**

The Contractor shall perform all of its work required by the Contract Documents in a manner that shall not interfere with or disrupt routine operations and services that occur or are provided at County Facilities, and shall conduct its work in a manner that shall preserve continuity of all County operations and services that may be affected by the Contractor's operations, unless such interference is approved by the County, in advance and in writing in accordance with the Contract Documents.

## **12. COMPLETION AND ACCEPTANCE OF INSTALLATION WORK.**

The Work to be performed by the Contractor shall be deemed complete when all of the following have been satisfied by the Contractor to the County:

- A. The Work has been satisfactorily completed in all respects as required by the Contract Documents;
- B. The Contractor has, to the County's satisfaction, executed and delivered to the County or its designated representative all documents, permits, certificates, proofs of compliance and any other documents the County deems mandatory to assure compliance with this RFP.

## **13. DEFECTIVE OR UNAUTHORIZED WORK.**

All Work and materials which do not conform to the requirements of the Contract Documents, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work.

## **14. REMOVAL AND CORRECTION OF DEFECTIVE OR UNAUTHORIZED WORK.**

Any

Defective or Unauthorized Work performed by the Contractor, regardless of whether observed before or after completion of the Work and whether or not fabricated, installed or completed, shall be removed immediately and replaced by the Contractor with Work and materials which shall conform to the specifications, or shall be otherwise corrected and remedied in an acceptable manner authorized by the County or its designee. The Contractor shall bear all costs of correcting, removing or replacing such defective or unauthorized Work, including compensation to the County for the County's additional costs made necessary thereby.

If, within one (1) year after the date of completion of the Work or designated portion thereof, or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the County to do so unless the County has previously given the Contractor



a specific written acceptance of such defective or non-conforming work. This obligation shall survive termination or expiration of the Contract.

Upon failure of the Contractor to immediately correct, remove or replace defective, non-conforming or other unauthorized work, or to immediately comply with any order of the County made under the provisions of this Section, the County shall have authority to cause such defective, non-conforming or other unauthorized work to be corrected or removed and replaced, and the costs thereof, as well as those incurred in storing any rejected materials, shall be deducted from any monies due or to become due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the County. The County reserves the right, should Defective or Unauthorized Work or materials used by or on the part of the Contractor be discovered, either before or after the Project has been accepted, or even after Final Payment has been made, to claim and recover by process of law such sums as may be sufficient to correct, remove or replace the Defective or Unauthorized Work or materials.

#### **15. PUBLIC CONVENIENCE AND SAFETY.**

The safety, protection and convenience of the public and adjacent residents are of primary importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

A. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, rules and regulations, building and construction codes, shall be observed. Machinery, equipment and other hazards of any character shall be guarded in accordance with the safety provisions of the current "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable Federal, State and local laws and regulations.

B. If any operation, practice or condition during the course of the Work is unsafe or is deemed by the County to be unsafe, the Contractor shall immediately take corrective action. Where any operation, practice or condition endangers persons or property, it shall be immediately discontinued by the Contractor and adequate remedial action taken before the affected part of the Work is resumed.

#### **16. COUNTY NOT RESPONSIBLE FOR CONTROL OF CONTRACTORS, FOR CONSTRUCTION MEANS AND METHODS.**

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be

responsible in any way for the acts or omissions of the Contractor, and any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

**17. INDEPENDENT CONTRACTOR.**

The Contractor shall be deemed and considered an Independent Contractor in respect to the Work covered by this Contract, and shall assume all responsibility and expense for the Work, for risks and casualties of every description arising out of erection equipment, and shall bear the name and seal of a registered Professional Engineer responsible for the design thereof.

**18. CONTRACTOR'S DUTY TO PERFORM.**

The Contractor's obligation to perform and complete the Work shall be absolute. None of the following will constitute an acceptance of Work or any portion thereof that is not in accordance with the Contract Documents, or as a waiver or release of Contractor's obligation to perform the Work and provide Services in accordance with the Contract Documents: observations made by the County, recommendation of any progress or final payment by the County, any determination that work is substantially completed or any payment by County to Contractor under the Contract Documents; any Use of or reliance upon the Work or Services any part thereof by the County, any acceptance by the County any failure to do so, any review and approval of a Shop Drawing, sample, submittal, substitution, or the issuance of a notice of acceptability, any inspection, test or approval by others, or any correction of defective Work by the County, any limitations of any Subcontractor's or Supplier's warranty, or similar actions or omissions by the County.

**19. INDEMNIFICATION.**

A. Contractor agrees to protect, defend, indemnify and save harmless the County and its officers, directors, employees, agents, and other Proposers of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract.

B. If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the County, in order to perform any portion of the Work, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the

progress of the work herein covered, and to be responsible for, and to the indemnify and save harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or claims that may happen or occur upon or about such Work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or County ordinance, regulations, or the laws of the State, or the United States, while the said Work is in progress.

C. The Contractor shall indemnify and save harmless the County against any and all claims for royalty, patent infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of this Contract.

## **20. ASSIGNMENT OR SUBLET OF CONTRACT.**

The Contractor shall be the party solely and fully responsible to the County for the performance of all requirements of the Contract documents, at all times and in all respects. The Contractor shall not sell, transfer, assign, subcontract or otherwise dispose of his obligations to the County, or of any payment or payments which may accrue hereunder, without first securing written approval of the County, which shall be based upon the Contractor's written request for such approval accompanied by the Contractor's submission of proof, to the County's satisfaction, that the proposed assignment. Subcontract or other transfer shall not result in an impairment or reduction in services provided to the County, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and qualifications set forth in the Contract Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the County as set forth herein. If a subcontract or other assignment is authorized by the County, the assignee or subcontractor shall enter into an agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents.

## **21. DEFAULT.**

Default by the Contractor shall include the following:

- A. Failure by the Contractor to begin work under the Contract within the time specified in the Notice to Proceed, or otherwise according to the Contract;

- B. Failure by the contractor to perform the Work with sufficient workmen, equipment or materials to insure completion of the Work in accordance with the Contract;
- C. Violation by the Contractor of any of the conditions or covenants of the Contract, the Documents, or any order of the County authorized therein, and failure to execute the same in good faith or in accordance with the terms thereof;
- D. Unnecessary, unreasonable or negligent delay by the Contractor in performance of the Contract;
- E. Abandonment or discontinuation by the Contractor of performance of the Work without approval of the County, or failure to resume Work which has been discontinued within a reasonable time after notice to do so;
- F. Failure or refusal by the Contractor to remove materials or perform anew any Work rejected as defective or unsatisfactory;
- G. Failure by the Contractor to complete the Work within the time specified in the Contract, or within the extended time as otherwise provided according to the Contract;
- H. Insolvency or bankruptcy of the Contractor, or commission by him of any act of insolvency or bankruptcy;
- I. Failure by the Contractor to protect, repair or make good any damage or injury to property;
- J. Failure by the Contractor, for any cause whatsoever, to carry on the Work in an acceptable manner;
- K. Conviction of any principal of Contractor of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment;
- L. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
- M. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized as set forth in this Contract.
- N. If the Contractor becomes in Default and fails, refuses or is otherwise unable to cure such default within a time frame that ensures continuous and uninterrupted provisions of the Work as set forth in the Contract Documents, or shall otherwise fail to comply with any of the terms, conditions, provisions or stipulations of this Contract according to the intent and meaning thereof, then the County shall be permitted to pursue any or all remedies that may be available at law or in equity, including but not limited to an action for specific performance, termination of the contract, or any action for damages arising from the Contractor's default.

Should the County fail to make any payment when such payment is due in accordance with the Contract Documents, or otherwise fail to perform any material duty or obligation imposed upon the County by the Contract Documents, the Contractor shall be permitted to proceed with all remedies that may be available at law or in equity, provided that Contractor shall first provide the County with written notice of the circumstances that are alleged to constitute a default and a 30 day opportunity to cure.

The commencement of one or more remedy shall not preclude the County from pursuit of any other available remedy.

## **21. CONTINUING THE WORK.**

During the pendency of any dispute or disagreement, the Contractor shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work. Work shall not be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the County.

## **22. LIQUIDATED DAMAGES.**

All amounts set forth in the Contract Documents as liquidated damages shall be a per day charge for every calendar day that the Contractor is in default in completing the Work or any designated portion thereof in excess of the number of days prescribed. The daily sums herein contracted to be paid by the Contractor to the County for any default or delay in the completion of this Work or portions of Services are stipulated to be not a penalty, but rather, liquidated compensation for damages which the County will suffer by reason of such default, loss of use of property, interest on monies borrowed, increased administrative and engineering costs, and other tangible and intangible losses.

The County may deduct the sum of liquidated damages from any monies due or that become due the Contractor under the Contract. If such monies are insufficient, the Contractor or his surety or sureties shall pay to the County any deficiency in such monies within thirty (30) calendar days. Assessment of Liquidated Damages are not intended and shall not be an exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

## **23. FORCE MAJEURE.**

Neither the County nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The party asserting that its default or delay is excusable due to a Force Majeure event shall have the burden to demonstrate how such event caused the delay or default, and shall further demonstrate that no reasonable alternatives were available to mitigate or avoid the default or delay.

**24. ADDRESS FOR NOTICE.**

The address given below shall be the address of the representatives parties to which all notices and reports required by this Agreement shall be sent by mail:

To the County of Atlantic:

To the Contractor:

County Executive

\_\_\_\_\_

1333 Atlantic Avenue  
County Office Building

\_\_\_\_\_

\_\_\_\_\_

Atlantic City, NJ 08401  
Copy to County Counsel  
1333 Atlantic Avenue  
County Office Building  
Atlantic City, NJ 08401

\_\_\_\_\_

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

**IN WITNESS WHEREOF**, the parties have set their hand and seal effective as of the date forth above.

**ATTEST**

**COUNTY OF ATLANTIC**

\_\_\_\_\_  
SONYA G. HARRIS, Clerk

\_\_\_\_\_  
DENNIS LEVINSON

Board of Chosen Freeholders

County Executive  
Approved as to form on behalf of  
Atlantic County

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JAMES F. FERGUSON  
County Counsel

**ATTEST:**

**CONTRACTOR:**

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Corporate Officer  
applicable

## APPENDIX I

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

#### **CONSTRUCTION CONTRACTS**

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

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

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

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

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



When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

## APPENDIX 2

### INSURANCE REQUIREMENTS

#### A. GENERAL REQUIREMENTS

1. The Contractor shall provide and pay for insurance coverage of such type and in such amounts as will completely protect the Contractor and the County, its elected officials, officers, agents, servants, employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this contract.

2. The insurance shall be furnished by insurance companies with and "A-VII" (Excellent) or better Rating as published in the most recent editions of Best Insurance Key Rating and shall be authorized to conduct business in the State of New Jersey. Certificates showing insurance companies with A.M. Best rates which have been reduced below the County Required "A:VII" WILL NOT BE ACCEPTED.

3. Prior to submitting a Certificate of Insurance to the County, prospective bidders are advised to check with their insurance agent to assure that the Insurance Company shown on their certificate has a proper spread of risk, soundness of reinsurance, quality of assets, adequacy of loss reserves and experience of management which qualifies it to receive the "A-VII" (Excellent) or better Rating.

4. It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not reported in the BEST GUIDE, or the coverage is extended under a self insured program. This insurance, or self insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self insurance of this type is subject to the review and acceptance by the County Counsel. Furthermore written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.

5. The Contractor shall furnish the County with Certificates of Insurance, naming the County as an additional insured, as respects ongoing completed operations (Additional Insured Endorsement CG 20 10 10 93), is required. The Certificate shall set out the types of coverage, the limits of liability, describe the operation by reference to this contract and provide for (30 days) written notice to the County of cancellation or non-renewal. All deductibles and retention's shall be the sole risk of the Contractor.

6. The policies and specified limits of coverage must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain

completed operations insurance. In the event of interruption of any coverage for any reason, all work under the Contract shall cease and shall not resume until coverage has been restored.

7. The Contractor shall insure that any subcontractor(s) or sub subcontractors have in force during the term of this contract insurance equal to the coverage as herein set forth, or any subcontractor(s) shall be included under the contractor's policy.

8. The Certificate and endorsements are to be signed by a person authorized by the insuring company(s) to bind coverage on it's behalf. Neither approval by the County nor failure to disapprove Certificates of Insurance furnished by the Contractor shall release the Contractor from full responsibility for all liability including costs of defense. Insurance is required as a measure of protection and the Contractor's liability is not limited thereby.

9. The Certificate shall be subject to the review and approval of the County Counsel.

10. If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to the expiration, change or cancellation so that there will be no lapse in any coverage.

11. Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three years and shall provide coverage for the period operations were performed by the contractor. Proof of such extension shall annually be presented to the County Counsel for the County of Atlantic and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.

12. Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractors Insurance. Insurance or Risk Funding Maintained by the County of Atlantic does not provide protection for Contractors liability.

13. Certificates of Insurance shall show the Certificate Holder as follows:

COUNTY OF ATLANTIC  
COUNTY OFFICE BUILDING  
1333 ATLANTIC AVENUE  
ATLANTIC CITY, NEW JERSEY 08401  
ATTN: RISK MANAGER

Certificates of Insurance not reading as specified above will not be acceptable and will delay contract signature and/or payment.

14. Questions regarding these insurance requirements may be directed to County Counsel at (609)-343-2279. Certificates for approval may be preliminarily submitted to County Counsel via fax (609)-343-2373.

B./ SPECIFIC COVERAGE REQUIREMENTS

1. The following items are the minimum mandatory types of insurance coverage to be carried under the preceding requirements:

(a) Workers Compensation-Statutory Limits , Employers Liability - with minimum limits of - \$1,000,000,/1,000,000,/1,000,000.

(b) General Liability in a comprehensive form, with minimum limits as follows:

1/ Each Occurrence	\$ 1,000,000
2/ Damage to Rented or Leased Properties	\$ 100,000
3/ Medical Expense	\$ 5,000
4/ Personal & Adv. Injury	\$ 1,000,000
5/ General Aggregate	\$ 2,000,000
6/ Products-Completed Operations Aggregate	\$ 2,000,000

(c) Motor Vehicle Liability Insurance in a comprehensive form, endorsed to include pollution coverage, with minimum limits of \$1,000,0000 CSL

- 1/ Owned Vehicles
- 2/ Hired/Leased Vehicles
- 3/ Non-Owned Vehicles

(d) Umbrella /Excess Liability over General / Automobile liability, with minimum limits of \$5,000,000

(e) Environmental Impairment Liability Insurance with Minimum limits of \$1,000,000.00 C.S.L

2. Other Coverage. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

3. Self Insured Retentions. Self-insured retentions must be declared to and approved by the County prior to execution of the Contract. At the option of the County, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.