

**BOARD OF RECREATION COMMISSIONERS
COUNTY OF MONMOUTH
NEW JERSEY**

Furnishing of Various Types of Roofing, Flashing and Associated Repairs

BID No: #0053-15

BID ADVERTISED: Monday, May 18, 2015

BID DUE: Friday, May 29, 2015 at 10:00 AM



Prepared By:

Monmouth County Park System
805 Newman Springs Road
Lincroft, New Jersey 07738
(732)-842-4000

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MONMOUTH COUNTY
NOTICE TO BIDDERS

ADVERTISED DATE: **MONDAY, MAY 18, 2015**

TAKE NOTICE that sealed Bids for a proposed Contract for the project known as **FURNISHING OF VARIOUS TYPES OF ROOFING, FLASHING AND ASSOCIATED REPAIRS (Bid #0053-15)** will be publicly received, opened and read aloud by the Purchasing Agent for the Monmouth County Board of Recreation Commissioners, at the Monmouth County Park System Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey on **FRIDAY, MAY 29, 2015 at 10:00 AM** prevailing time.

PRE-BID INSPECTION. A pre-bid meeting **is not** scheduled for this project. Bidders are expected to examine existing conditions at the project site that will bear on the proposed work.

BIDDING DOCUMENTS AVAILABLE. Bid Documents, including Instructions to Bidders, complete Plans and Specifications, and Proposal Forms may be obtained by qualified bidders on our website at www.monmouthcountyparks.com; **“Doing Business with Us;” “Request for Bids”** or at Monmouth County Park System, Headquarters, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738 between the hours 8:00 a.m. and 4:30 p.m., Monday through Friday. If requested by potential bidders, the Monmouth County Park System will mail a bid packet to such bidders. The Monmouth County Park System only assumes the responsibility for email and /or fax notifications and for placing bid packet in the mail, and not for the proper and timely delivery of such notices or packets.

STATUTORY REQUIREMENTS. The successful Bidder will be required to comply with P.L. 1975 c.127 (N.J.A.C. 17:27) “Affirmative Action, ” (42 U.S.C.512101 et seq) "American with Disabilities Act,” N.J.S.A. 40A:11-16 “Designated Subcontractors” Chapter 150 of New Jersey Laws of 1963 “Prevailing Wages,” “The Public Works Contractor Registration Act” (P.L.1999, s.238, as amended by P.L.2003, c.91), New Jersey State Business Registration (N.J.S.A. 52:32-44), and all other laws and regulations that apply to bidding and the performance of the proposed Contract.

FORM OF BID. Bids must be made using the Proposal Form that is provided in these Bidding Documents, or on copy machine reproductions thereof. Each delivered Bid must be enclosed in a sealed opaque envelope bearing the prominent notations "Bid Proposal for **FURNISHING OF VARIOUS TYPES OF ROOFING, FLASHING AND ASSOCIATED REPAIRS (Bid #0053-15)**". The envelope must also bear the Bidders name and address, and be directed to the Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738.

NOTICE TO BIDDERS
(Continued)

FORMS TO ACCOMPANY BID. Each Bidder shall complete and submit with its Bid the following: Statement of ownership, Non-Collusion Affidavit (blank copies included in the Bidding Documents), Certificate of Registration with the New Jersey Department of Labor as required under “The Public Works Contractor Registration Act” (P.L. 1999, c.238), New Jersey State Business Registration (N.J.S.A. 52:32-44).

RIGHTS TO REJECT BIDS. The Monmouth County Board of Recreation Commissioners shall have the right to reject any or all Bids; to reject a Bid not accompanied by a Bid Guarantee, Consent of Surety, or any of the other documents called for by the Bidding Documents; to reject a Bid which is in any way incomplete or irregular; and to waive any informalities contained in the Bids.

EQUAL OR TIED BIDS. The Monmouth County Board of Recreation Commissioners shall have the right to award the Contract to any one of the lowest responsible Bidders whose Bids are equal to or tied.

INQUIRIES. All inquiries are to be directed to the Purchasing Department at (732)-842-4000.

BY ORDER OF THE BOARD OF RECREATION COMMISSIONERS
COUNTY OF MONMOUTH

FRED J. RUMMEL, CHAIRMAN
JAMES J. TRUNCER, SECRETARY-DIRECTOR
STEPHANIE WEISE, PURCHASING AGENT

Submitted By: _____
(Company Name)

PROPOSAL

**FOR THE FURNISHING OF VARIOUS TYPES OF ROOFING, FLASHING AND ASSOCIATED REPAIRS
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, LINCROFT, NEW
JERSEY.**

The undersigned hereby declares that he/she has carefully examined the advertisement, specifications, and form of contract for furnishing the specified work and that they will complete the said contract in all respects according to the specifications, terms, and conditions with respect to the following:

UNIT LABOR RATES:

The unit labor rates listed below shall be in effect for the entire duration of this Contract and shall be the basis for the payment of all time and material based labor cost. The labor rates listed shall include, for one hour, the actual cost of wages, applicable payroll taxes, and any other taxes, insurance, fringe, or union benefits, field and home office overhead, profit and all other costs necessary to do the work, except for direct materials which will be reimbursed with proper documentation. Parts Mark-Up shall be the percentage (%) the contractor/successful bidder adds on to the price he/she pays and subsequently passes on to the county for given part(s) required. Parts shall be any material or item used and subsequently left at the facility being repaired, excluding roof sheathing replacement in Items #5-9.

Item #1: Wages per hour for Roofer's Helper \$ _____

Item #2: Wages per hour for Journeyman Roofer \$ _____

Item #3: Wages per hour for Foreman Roofer \$ _____

Item #4: Wages per hour for Sheet Metal Worker \$ _____

Items #5-9, only, cover those conditions that were not evident at the time of initial inspection:

Additional CDX Exterior Douglas Fir Plywood roof sheathing:

Item #5: 1/2" Unit Price per square foot, installed \$ _____/s.f.

Item #6: 5/8" Unit price per square foot, installed \$ _____/s.f.

Item #7: 3/4" Unit price per square foot, installed \$ _____ /s.f.

Additional roof spaced sheathing, pine, to match existing:

Item #8: Unit price per linear foot, installed \$ _____ /l.f

Additional roof solid sheathing, pine, to match existing:

Item #9: Unit price per square foot, installed \$ _____ /s.f.

Total Lump Sum (Items 1-9) \$ _____

Parts Mark-Up (%) _____ %

Proposal is to be awarded based on the lowest total lump sum of items 1-9. Parts Mark-Up Percentage is also taken into consideration for basis of award.

ACKNOWLEDGMENT OF ADDENDA

BIDDER acknowledges receipt of the following listed Addenda that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda. (BIDDER must type or print acknowledged Addenda numbers and dates --- or "NONE" ---on the lines below.

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

Addendum # _____ Date Received: _____

TAX EXEMPTION: NO. #69-0220842

VARIANCE IF ANY: _____

The undersigned is a partnership under the laws of the State of _____
a corporation
an individual
having principle offices at _____

CONTRACTOR _____

SIGNATURE _____

ADDRESS _____

BUSINESS PHONE: _____ FAX#: _____

EMAIL ADDRESS: _____

WEB ADDRESS: _____

FEDERAL TAX ID # or SOCIAL SECURITY #: _____

DATED: _____

CONTRACTORS QUALIFICATION AND REFERENCES

The Bidder must supply a minimum of three references. References must be from jobs similar to this project.

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

INSTRUCTIONS TO BIDDERS

1. **OWNER:** The Owner is the Monmouth County Board of Recreation Commissioners. The Board of Recreation Commissioner's representative prior to the execution of the proposed contract is the Monmouth County Park System's Purchasing Agent (see Notice To Bidders for address and telephone number).
2. **BIDDING DOCUMENTS:** The Bidding Documents consist of the Notice To Bidders, the Bid Form and other forms required to be submitted with the Bid, the Park System's standard Form of Agreement, these Instructions To Bidders, the General Conditions of the Contract, project drawings and/or written specifications, and all addenda which have been issued prior to the Park System's receipt of bids.
3. **ADDENDA:** Public Notice of Addenda shall be provided no later than seven days, Saturdays, Sundays and Holidays excepted, prior to the date of acceptance of bids, to any person who submitted a bid or who has received a bid package in any of the following ways: i) in writing by certified mail or ii) by certified facsimile transmission, meaning that the sender's facsimile machine produces a receipt showing date and time of sender's facsimile and that the transmission was successful or iii) by a delivery service that provides certification of delivery to the sender.
4. **SUBSTITUTIONS:** Bids shall not be based on the use of any substitutions for the materials, products and equipment described in the Bidding Documents, unless the use of substitutions have been authorized by the Park System. Any Bidder may propose substitutions to the Park System. Proposed substitutions must be in writing and be delivered to the Park System at least ten days before the bid receipt date. The Park System will issue to all Bidders an addendum for any approved substitution.
5. **FORM OF BID PROPOSAL:** Bidders must use the Park System's pre-printed Bid Form, or copy machine reproductions thereof, to prepare their bids.
6. **SALES AND EXCISE TAXES:** Bids must fully account for all costs imposed by applicable New Jersey Sales Tax and Federal Excise Tax laws. The County/Park System is exempted from paying New Jersey Sales Taxes on equipment and materials which are incorporated in the work, and on supplies and services that are used exclusively to alter, construct, improve or repair County-owned property. The County's sales tax exemption does not extend to the purchase, lease or rental of equipment used to prosecute the work.
7. **DELIVERY OF BID:** Bids may be delivered by the Bidder in person, or by mail or commercial delivery service, to the Monmouth County Park System's Purchasing Agent (see Notice To Bidders for address). The Park System assumes no responsibility for bids which are received later than the time established by the Notice To Bidders for the receipt of bids. Late bids will be returned unopened to the Bidders.
8. **RELEASE OF BID:** Within a reasonable time after the opening of bids, a Bidder may request release of its Bid only if there is an excusable material error in the Bid price(s). Such requests must be in writing. The Park System shall have the sole right to determine if a Bidder will be released from its bid.
9. **MODIFICATION OF BID:** A bid may not be canceled, modified, or withdrawn during the 60 calendar day period after the bids are opened.
10. **AWARD OF CONTRACT:** Unless otherwise stated, the Monmouth County Board of Recreation Commissioners intends to award a single overall contract for the work to the lowest responsible Bidder, or to reject all bids, within 60 calendar days after the receipt of bids, unless the period for award is extended by mutual agreement of the parties.
11. **INSURANCE COVERAGE:** (see General Conditions of the Contract for Construction)
12. **ALLOWANCES:** The Bid Form will indicate if Allowances are to be included in the Total Base Bid. Allowance amounts which are pre-printed on the Bid Form do not include the Bidder's mark-ups; they must be factored into the lump sum bid item(s).

INSTRUCTIONS TO BIDDERS—Continued

13. **UNIT PRICE BIDS:** When unit price bids are required, the unit prices entered on the Bid Form shall reflect the actual cost to be charged to the Park System for each item, including the Bidder's anticipated direct and other costs, overhead and profit directly related to each bid item. When the Bidder intends to bid zero for a unit price bid item, a "0" shall be entered for the unit price and the extended price.

14. **CORRECTION OF FAULTY ARITHMETIC:** The Park System shall have the right to check and correct the addition of all prices entered on any Bid Form, and will unilaterally substitute correct totals wherever a Bidder's entries are not correct. In the case of unit price bids, the Bidder's unit price shall prevail if the extended price entered on the Bid Form does not equal the Bidder's unit price multiplied by the quantity printed on the Bid Form. In any such instance the Bidder will be informed of the Park System's corrections.

15. **DESIGNATED SUBCONTRACTORS:** The Bid Form will provide for the Bidder to name its proposed Designated Subcontracts if the provisions of N.J.S.A. 40A:11-16 apply to the proposed Contract. Changing of such named Designated Subcontractors will not be permitted after the opening of Bids.

16. **PREVAILING WAGES & LABOR LAWS:** The New Jersey Prevailing Wage Act will apply to the proposed Contract (P.L. 1963, C. 150). By submitting its Bid the Bidder attests that neither they, their company, nor any of their intended subcontractors are prohibited from being awarded their contracts for failure to pay prevailing wages (N.J.S.A. 34:11-56.38). The Contractor and its subcontractors must submit certified payroll records to the Park System's designated representative within ten days of the payment of wages (N.J.A.C. 12:60-1). [Call N.J. Department of Labor at 609-292-2283 to obtain certified payroll form.]

17. **AFFIRMATIVE ACTION & EQUAL OPPORTUNITY:** The Affirmative Action Regulation of the State of New Jersey will apply to the proposed Contract. (P.L. 1975, C.127). A copy of the Mandatory Affirmative Action Language for Construction Contracts and EEO/Affirmative Action Compliance Notice Checklist is provided in the Bidding Documents to County's Form of Agreement. The Initial Project Manning Report must be submitted within three days of signing the Contract. Monthly Project Manning Reports must be filed with the New Jersey Affirmative Action Office, with copies to the Monmouth County Park System's Purchasing Agent.

18. **U.S. PRODUCTS REQUIRED:** Bid prices must fully account for the use and incorporation in the Work of only manufactured and farm products of the United State of America, wherever they are available (N.J.S.A. 40A:11-18). The Contract Sum will not be increased for any reasons that may stem from the Bidder's failure or neglect to account for this.

19. **FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR:** A copy of the Park System's standard form of Agreement is included in the Bidding Documents.

20. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with the provisions and requirements of the Americans With Disabilities Act, Equal Opportunity for Individuals With Disabilities, a copy of which is included in the Bid Documents.

21. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT:** Public Works Contractor Registration Act: The Public Works Contractor Registration Act (P.L.1999, c238 as amended by P.L. 2003, c91). No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

INSTRUCTIONS TO BIDDERS—Continued

22. **NEW JERSEY BUSINESS REGISTRATION:** *N.J.S.A. 52:32-44* imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS - CONSTRUCTION

All New Jersey and out of state business organizations must obtain a Business Registration Certificate (BRC) from the Department of Treasury, Division of Revenue, prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, must be submitted for the bidder and any designated subcontractors (*N.J.S.A. 40A:11-16*, including plumbing, HVAC, electrical and structural steel). No contract will be awarded without proof of business registration with the Division of Revenue. The contract will contain provisions in compliance with *N.J.S.A. 52:32-44*, as amended, outlined below.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

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

For the term of the contract, the contractor and each of its affiliates and each subcontractor and each of its affiliates (*N.J.S.A. 52:32-44 (g) (3)*) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the "Sales and Use Tax Act" (*N.J.S.A. 54:32 B-1, et seq.*) on all sales of tangible personal property delivered into this state.


A business organization that fails to provide a copy of a registration as required pursuant to section 1 of P.L. 2001, c.134 (*N.J.S.A. 52:32-44 et seq.*) or subsection e. or f. of section 92 of P.L. 1977, c.110 (*N.J.S.A.5:12-92*), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25.00 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

Sample Business Registration Certificates are attached. Other forms, such as a Certificate of Authority to collect Sales and Use Taxes or a Certificate of Employee Information Report Approval, are **not** proof of Business Registration.


Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

INSTRUCTIONS TO BIDDERS—Continued

**THESE ARE SAMPLES OF THE ONLY ACCEPTABLE
N.J. BUSINESS REGISTRATION CERTIFICATES:**

| | |
|---|--|
|  | STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE |
| Taxpayer Name: | |
| Trade Name: | |
| Address: | |
| Certificate Number: | |
| Effective Date: | |
| Date of Issuance: | |
| For Office Use Only: | |

OR

| | | |
|---|------------------|---|
| STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE | | <small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 522 TRENTON, N.J. 08646-0222</small> |
| TAXPAYER NAME: | TRADE NAME: | |
| ADDRESS: | SEQUENCE NUMBER: | |
| EFFECTIVE DATE: | ISSUANCE DATE: | |
|  Acting Director New Jersey Division of Revenue | | |
| <small>FORM-BRC (05-01)</small> | | <small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small> |

INSTRUCTIONS TO BIDDERS—Continued

BIDDER’S CHECKLIST

BID# 0053-15

(Owner’s checkmarks) Items submitted with bid
(Bidder’s **INITIALS**)

- ↓ **A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH
BID IS MANDATORY CAUSE FOR REJECTION** ↓
- Bid Proposal (Original) _____
 - List of Designated Sub-Contractors _____
 - Acknowledgement of Receipt of Addenda or Revisions (if any) _____
 - Statement of Ownership _____
 - Non-Collusion Affidavit _____
 - Other _____
- B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY
PRIOR TO AWARD OF CONTRACT**
- Copy of Public Works Contractor Registration Act Certificate for the bidder and the designated subcontractors, effective on the date of bid, prior to award of contract _____
 - Copy of New Jersey Business Registration Certificate for the bidder and any designated subcontractors - prior to award of contract _____
 - EEO/Affirmative Action Compliance Notice Checklist _____
 - References / List of previous and/or active relevant work (CQ&R-1) _____
 - Contractor’s Qualification Statement _____
 - Other: (Activities in Iran Form) _____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT OFFICIAL COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

INSTRUCTIONS TO BIDDERS—Continued

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

(type or print affiant's name)

of full age, being first duly sworn according to law on my oath depose and say
that I am a lawful representative of

(type or print name of Bidder)

the Bidder making the Bid for the above cited project, and that I executed the said Bid with full authority to do so; that said Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above cited project, and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Monmouth County Board of Recreation Commissioners relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

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

Sworn and Subscribed to
before me this _____ day
of _____ 200_ /s/ _____
/s/ _____ (Title)

NOTARY PUBLIC OF _____
(state)
My commission expires _____

INSTRUCTIONS TO BIDDERS

CAUTION

REGARDING STATEMENT OF OWNERSHIP

The enclosed Statement of Ownership form must be properly completed. If it is not properly completed, your bid must be rejected, as required by N.J.S.A. 40A:11-23.2. **Mistakes cannot be cured after bids are received.**

For example, if your firm, bidder “A”, is entirely owned by corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “B”. Furthermore, if corporation “C” owns 10% or more of corporation “B”, you must disclose the names and addresses of the owners of 10% or more of corporation “C”, and so on, until the names and addresses of all persons, i.e., human beings, in this “10%” chain of ownership have been disclosed.

The same procedure applies if any 10% or more owner is a partnership, limited liability company, estate or any other type of legal entity, as opposed to a corporation.

INSTRUCTIONS TO BIDDERS—Continued

COMPANY NAME _____

STATEMENT OF OWNERSHIP

BIDDER is (check one): Corporation Partnership Joint Venture

The BIDDER, in accordance with P.L. 1977, Chapter 33, effective March 8, 1977, declares and submits that herein below are the names and legal addresses of all persons and entities who own 10% or more of the Bidder corporation, or, if applicable, persons and entities who have a 10% or greater interest in the Bidder partnership.

| NAMES: | ADDRESSES: |
|-----------|------------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |
| 5. _____ | _____ |
| 6. _____ | _____ |
| 7. _____ | _____ |
| 8. _____ | _____ |
| 9. _____ | _____ |
| 10. _____ | _____ |

NOTES:

- A. Attach additional sheets if needed and check here
- B. If a corporation, partnership, or joint venture owns a 10% or greater interest in the BIDDER entity, attach a separate Statement of Ownership for each such corporation, partnership or joint venture. Repeat the process of disclosure as is necessary until the name and address of each person who owns a 10% or greater interest in the Bidder has been revealed.

INSTRUCTIONS TO BIDDERS—Continued

FORM OF AGREEMENT

THIS AGREEMENT entered into this day of 200__:

BY AND BETWEEN THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, hereinafter referred to as “Park System,”

AND [...CONTRACTOR...], a [...state...] [...corporation/partnership...], with offices at [...legal physical address...], hereinafter referred to as “Contractor.”

IT IS AGREED:

1. Contractor will construct **...[Project caption will be inserted here]...** for the **TOTAL SUM OF ...[Contract Sum will be inserted here in words and numerals]...** DOLLARS, all in accordance with the notice to bidders, plans, specifications and proposal, resolution awarding contract, and other bid documents, all of which are incorporated herein and made a part hereof as if set forth in full.
2. Contractor will indemnify and save harmless the County of Monmouth, Board of Recreation Commissioners, its officers, servants and agents for and from all damages, claims, suits and costs, including counsel fees, to which they may be put by reason of (a) injury to persons or property due to the actual or alleged carelessness or negligence of the Contractor, its servants or agents, or (b) the Contractor’s actual or alleged failure to pay its workers, suppliers or subcontractors for labor or materials provided to the Park System.
3. Contractor will not assign this contract in whole or part to another person or entity without the Park System’s written consent. This paragraph is not intended to constrain the Contractor’s ability to enter customary subcontracts for performing various portions of the Work at the site, and for furnishing equipment and materials to be incorporated in the Work, subject however to the Contractor’s obligation to engage the designated subcontractors named in its proposal.
4. Should the Park System during the progress of work require any alterations, deviations, additions or omissions from said specifications at any time thereof, it shall be at liberty to do so and the same shall in no way be deemed to be a breach or void of this contract but the value of such work or material involved in such change shall be added to or deducted from the amount of the contract as the case may be at the rate herein specified or, if not herein specified, then by fair, just and reasonable valuation.
5. During the performance of this contract, the Contractor will comply with the requirements of P.L. 1975, C. 127 (N.J.A.C. 17:27), “Mandatory Affirmative Action Language for Construction Contracts” which is made a part of this Agreement (see Rider A to this Agreement).
6. The Contractor will comply with the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq) and the regulations issued thereunder (N.J.A.C. 12:60-1.4 et seq). The Contractor agrees to pay its workers no less than the prevailing wage rate as set forth in Rider B attached hereto. In the event it is found that any worker employed by the Contractor or any subcontractor covered by this Agreement has

INSTRUCTIONS TO BIDDERS—Continued

been paid a rate of wages less than required to be paid, the Park System may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and to prosecute the work to completion or otherwise. The Contractor and its sureties shall be liable to the Park System for any excess costs occasioned thereby. The Contractor and its subcontractors will post the prevailing wage rates in prominent and easily accessible places at the site of the work or at such place or places as are used then to pay workers their wages. The Contractor represents that it is not debarred from public works pursuant to N.J.S.A. 34:11-56.37; furthermore the Contractor agrees not to engage the services of any contractors or subcontractors for this project who are listed on the list of debarred contractors and subcontractors contained in Rider B. Before final payment is made to the Contractor, the Contractor and its subcontractors will file written certification as to any unpaid wages, pursuant to N.J.S.A. 34:11-56.33.

IN WITNESS WHEREOF, the parties have signed this agreement.

ATTEST:

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

JAMES J. TRUNCER
Secretary-Director

By: _____
FRED J. RUMMEL
Chairman

ATTEST:

[CONTRACTOR]

(Corporate Seal)

[Name and title of person attesting]

By: _____
[Name and title of person signing]

INSTRUCTIONS TO BIDDERS

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

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

INSTRUCTIONS TO BIDDERS—Continued

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

INSTRUCTIONS TO BIDDERS—Continued

- 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.
-

INSTRUCTIONS TO BIDDERS—Continued

- (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)**.

INSTRUCTIONS TO BIDDERS

EEO/AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27 GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the County and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Commission, prior to execution of the contract, one of the following documents:

Goods and General Service Vendors

1. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

Do you have a federally-approved or sanctioned EEO/AA program? Yes No
If yes, please submit a photostatic copy of such approval.

2. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Commission as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

Do you have a State Certificate of Employee Information Report Approval? Yes No
If yes, please submit a photostatic copy of such approval.

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150.00 Fee and forward a copy of the Form to the Commission. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) on the Division website www.state.nj.us/treasury/contract_compliance.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____

SIGNATURE
: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INSTRUCTIONS TO BIDDERS—Continued

PREVAILING WAGE RATE DETERMINATION

An electronic copy of the of the current Prevailing Wage Rate Determination and the list of debarred contractors can be found at www.monmouthcountyparks.com. Click on 'Do Business With Us' and the link for the current Prevailing Wage Rates will be under the bid number for this project.

A copy of the current Prevailing Wage Rate Determination and the list of debarred contractors will be incorporated in the Agreement and provided to the Contractor after award of contract.

INSTRUCTIONS TO BIDDERS—Continued

County of Monmouth, State of New Jersey
Division of Purchasing
DISCLOSURE OF ENERGY SECTOR INVESTMENT ACTIVITIES IN IRAN
New Jersey Public Law 2012, Chapter 25

Solicitation Number: _____ **Bidder / Respondent:** _____
Project Description: _____

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

A. I certify that neither the Bidder / Respondent nor any of the Bidder’s / Respondent’s parents, subsidiaries, or affiliates, as defined in C.52:32-56(e), is on the “Chapter 25 List” created and maintained by the New Jersey Department of the Treasury, as a person or entity engaging in the energy sector investment activities in Iran described in C.52:32-56(f). The Chapter 25 List may be found at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

OR

B. The Bidder / Respondent and/or one or more of its parents, subsidiaries or affiliates is a person or entity on the Chapter 25 List referred to above. A detailed and precise description of the relevant activities of the listed Bidder / Respondent and/or listed parents, subsidiaries or affiliates is provided in Part 2 below.

PART 2 – ADDITIONAL INFORMATION – COMPLETE PART 2 ONLY IF B. IN PART 1 IS CHECKED:

The following is an accurate and precise description of the energy sector investment activities in Iran of the Bidder / Respondent and/or listed parents, subsidiaries or affiliates, on the Chapter 25 List (attach additional pages as necessary to make full disclosure):

Name of Person(s) or Entity(ies) on the Chapter 25 List: _____

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder / Respondent Contact Name: _____ Contact Phone Number: _____

Check here if additional pages are attached and state number of attached pages: _____ (Number of pages attached.)

CERTIFICATION FOR PART 1 AND, IF APPLICABLE, PART 2: I, being of full age, hereby certify that the foregoing information and any attachments hereto are to the best of my knowledge true and complete. I certify that I am authorized to execute this certification on behalf of the Respondent. I acknowledge that the County of Monmouth will rely on the information contained herein and thereby acknowledge that I and the Bidder / Respondent are under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers or information contained herein.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment and the Bidder / Respondent is subject to the penalties stated in C. 52:32-59 and C. 40A:11-2.1.

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

GENERAL CONDITIONS OF THE CONTRACT

1. **OWNER:** The Owner is the County of Monmouth, Monmouth County Board of Recreation Commissioners. The County's representative after execution of the contract is the Monmouth County Park System (PHONE: 732-842-4000 FAX: 732-842-4162).

2. **CONTRACT DOCUMENTS:** The Contract Documents include the Bidding Documents, the Contractor's completed Bid Form, the executed Agreement, executed Change Orders and Construction Change Directives, and approved product submittals and shop drawings.

3. **GOVERNING LAW:** The Contract shall be governed by the Laws of the State of New Jersey.

4. **DESIGN PROFESSIONAL:** "Design Professional" is the Monmouth County Park System's consultant or employee who prepared the plans and specifications of the work to be performed under the Contract.

5. **INTENT:** The Contractor's execution of the Agreement is a representation that the Contractor has visited the site, become familiar with local conditions, and correlated personal observations with requirements of the Contract Documents. The intent of the Contract Documents is to include all items which are necessary for the Contractor to complete the work. The Contractor shall not be entitled to make any claims for recovery of costs which arise from the Contractor's failure to fully understand the intent and content of the Contract Documents.

6. **PERMITS, FEES AND NOTICES:** The Contractor shall obtain all municipal, county and state permits needed to perform the Work. The Park System will pay any permit application fees which are not required to be waived by the provisions of the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.). The Park System will not pay for permits needed to deliver materials or equipment to the site. The Contractor shall fully and properly

coordinate its work with all public utility companies and agencies which may be impacted by the Work. The Contractor shall be solely responsible for scheduling governmental agency inspections of the work, and to obtain all certificates of occupancy upon completion of the Work. The Contractor will notify the Owner's representative when such inspections are scheduled.

7. **SUPERVISION OF THE WORK:** The Contractor shall be solely responsible for supervising and coordinating the Work.

8. **USE OF SITE:** The Contractor shall confine its activities at the site to areas permitted by the Contract Documents, and public law, ordinances and regulations. The Contractor shall not unreasonably encumber the site with its equipment and materials, and shall maintain orderly and safe traffic conditions on any public thoroughfare impacted by the Work.. Utility shutdowns which will impact the Park System's operations must be scheduled and approved beforehand by the Park System.

9. **CUTTING AND PATCHING:** The Contractor shall be responsible for cutting, fitting and patching needed to complete the Work or to make its parts fit together.

10. **CLEANING UP:** The Contractor shall keep the site and surrounding areas free from inordinate accumulations of waste materials and rubbish caused by its operations. At completion of the Work the Contractor shall remove from the site and surrounding areas the Contractor's tools, equipment and machinery, and all rubbish, waste, and surplus materials.

11. **ACCESS TO THE WORK:** The Contractor shall not in any way hinder the Park System's and its Design Professional's access to the Work in progress.

12. **CONTRACTOR'S INDEMNIFICATION:** The Contractor shall indemnify and save harmless the County, its officers, servants and agents from all damages, claims, suits and costs,

General Conditions of the Contract - Continued

including counsel fees, to which they may be put by reason of (a) injury to persons or property due to the actual or alleged carelessness or negligence of the Contractor, its servants or agents, or (b) the Contractor's actual or alleged failure to pay its workers, suppliers or subcontractors for labor or materials provided to the Park System.

13. **INSURANCE:** The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD®) of same, naming the Board of Recreation Commissioners as the Certificate holder, within 21 business days of the Contractor's receipt of notice that it has been awarded the Contract.

A. **Worker's Compensation and Employer's Liability**—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B. **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C. **Comprehensive Automobile Liability:** Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D. **Builder's Risk Completed Value Form "All Risk":** The owner shall obtain and maintain Coverage for the entire Work at the site to the full insurable value thereof.

E. **County Additional Insured:** The County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants and agents must be named as additional insureds on all policies except the Worker's Compensation policy.

F. **Subcontractors:** The Contractor's subcontracts shall impose and require its subcontractors to purchase and maintain insurance coverages identical to those set forth above.

14. **ADMINISTRATION OF THE CONTRACT:** The Park System will provide overall administration of the Contract. The Design Professional will provide day-to-day administration of the Contract, and will be the Park System's representative during construction. The Design Professional will:

A. Not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

B. Have the authority to reject Work which does not conform to the Contract Documents.

C. Review and take appropriate action on the Contractor's submittals (shop drawings, product data, samples, etc.).

D. Prepare Construction Change Directive and Change Order documents which, from time to time, may be needed in the course of the Contractor's performance of the Work.

E. Conduct inspections of the Work to assure its compliance with the Contract Documents, to evaluate the Contractor's payment applications, and to determine the date of Substantial Completion of the Work.

General Conditions of the Contract - Continued

F. Receive from the Contractor all required written warranties and related documents pertaining to the various elements of the Work.

G. Interpret and decide matters concerning performance and requirements of the Contract Documents.

15. ALTERNATE DISPUTE RESOLUTION (NON-BINDING MEDIATION): If a dispute between the Park System and the Contractor arises during the course of the contract, the parties will participate, in good faith, in non-binding mediation..

A. Mediation is intended to be an informal process for resolving disputes between the Contractor and Owner. Both parties shall act in good faith and exercise their best efforts to achieve a reasonable settlement of disputes.

B. Either party may demand such mediation by written notice to the other party. The written notice shall contain at least: (a) A brief statement of the nature of the dispute, and (b) the name, address and phone number of that party's designated representative for the purposes of mediation.

C. The other party shall designate its representative for mediation in writing no later than five business days after receipt of the demand for mediation.

D. The respective designees shall thereupon, and promptly, with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, or if they prefer, they shall choose a reputable mediation firm. Any mediation firm so chosen shall present to the parties a list of at least five proposed mediators, along with a summary of each person's qualifications to serve as the mediator.

E. Each party shall rank the proposed mediators in order of preference. The fifth ranked person on each party's shall be excluded from further consideration. Each party shall assign a score of "4" to their first choice, "3" to

their second choice, "2" to their third choice, and "1" to their remaining fourth choice. The parties scores for each person shall then be added together. The person with the highest combined score shall be the chosen mediator. In the event of a tie, the mediator shall be chosen by lot.

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

G. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, lacking such agreement, as may be determined by the mediator.

H. Each party will bear its own costs of participation in mediation, and they will each pay one-half the costs of the mediator.

I. If, after a good faith effort to resolve the dispute through mediation, the dispute is not resolved, either party may terminate the mediation by written notice to the mediator and the other party. In that event, either party may submit the dispute to the Superior Court of New Jersey, Monmouth County, for adjudication, which Court shall have exclusive original jurisdiction of the dispute.

16. CONTINUING CONTRACT PERFORMANCE: Pending resolution of a claim or dispute the Contractor shall proceed diligently with performance of the Contract, and the Park System shall continue to make payments in accordance with the Contract Documents, unless otherwise agreed to in writing by the parties.

17. CONSTRUCTION BY PARK SYSTEM OR BY SEPARATE CONTRACTORS: The Park System reserves the right to perform construction or operations related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project.

General Conditions of the Contract - Continued

18. **CHANGES IN THE WORK:** Changes in the Work may be accomplished after execution of the Contract, without invalidating the Contract, by Change Order, Construction Change Directive or order for minor changes in the Work.

A. **Construction Change Directive** (AIA Form G714): A Construction Change Directive (CDD) is a written order prepared by the Design Professional to direct a change in the Work which states a reasonable basis for adjustment of the Contract Sum and/or Contract Time. A CCD shall not be binding upon any of the parties unless and until it is signed by the Park System's designated representative. The Contractor shall proceed with the changed Work upon receipt of a CCD which has been signed by the Park System's designated representative. The Contractor shall not bill the Park System for CCD Work until the CCD is incorporated in an approved Change Order.

B. **Change Order** (AIA Form G701): A Change Order (CO), after signature by the Design Professional and the Contractor, and approved by the Monmouth County Board of Recreation Commissioners, is an amendment to the Contract which adjusts the Contract Sum and/or Contract Time to reflect additions to or deletions from the Work. A CO may incorporate one or more previously executed CCDs. CO costs (add and deduct) shall be properly substantiated by appropriate back-up documents which reveal all details of the transaction. A 10% markup (or markdown) of the Contractor's net direct costs, representing its combined overhead and profit, will be allowed for changes in the Work. Subcontractors' markups shall be likewise limited to 10% of their direct costs. Contract Time will not be extended beyond the date of Substantial Completion of the Work.

C. **Minor Change:** The Design Professional may, in writing, order minor changes in the Work which do not involve adjustment of the

Contract Sum or Contract Time, and which are consistent with the intent of the Contract Documents.

19. **CONTRACT TIME:** Contract Time is the number of calendar days allotted in the Contract Documents for the Contractor to achieve Substantial Completion of the Work. Contract Time commences from the day next following the Contractor's receipt from the Park System's of its Notice To Proceed. Contract Time is of the essence of the Contract. The Contractor shall proceed expeditiously with adequate forces and exercise due diligence to achieve Substantial Completion within the Contract Time. The date of Substantial Completion shall be certified by the Design Professional.

20. **LIQUIDATED DAMAGES:** Liquidated Damages (not a penalty) shall be assessed at the rate of \$250/day for contracts in the maximum amount of \$500,000 and \$500/day for contracts in excess of \$500,000 for each and every calendar day that completion of the work overruns the CONTRACT TIME unless stated otherwise in the proposal page.

21. **CONSTRUCTION SCHEDULE:** The Contractor, promptly after being awarded the contract shall prepare and submit a construction schedule for the work. The schedule shall not exceed time limits current under the contract documents and shall be revised at appropriate intervals as required.

22. **SUBSTANTIAL COMPLETION:** Substantial Completion is the stage in the progress of the Contractor's performance of the Contract when the Work or a designated portion thereof is sufficiently complete that the Park System can occupy or use the Work for its intended purpose.

23. **CONTRACT SUM AND PAYMENTS:** The Contract Sum is stated in the Agreement between the Park System and the Contractor and, including approved adjustments, is the total

General Conditions of the Contract - Continued

amount payable by the Park System to the Contractor. The Contractor's application(s) for payment (using AIA Form G702 and G703 if required by the County) shall be submitted to the Design Professional for review and recommendation to the Park System.

A. The Contractor, by applying for payment, warrants that title to all Work covered by an application for payment will pass to the Park System no later than the time of payment.

B. Payment applications shall not include amounts for Work authorized by a CCD but not yet included in an approved Change Order.

C. Payment applications shall not include amounts the Contractor does not intend to pay a subcontractor or supplier because of dispute or other reason.

24. **PROMPT PAYMENT:** When the contractor has performed in accordance with the provisions of the contract, and the invoice (bill) including a properly prepared, dated and signed voucher for the work has been approved and certified by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of Chosen Freeholders, the board shall pay the amount due to the contractor for each payment not more than 30 days after the date received. The invoice shall be deemed approved and certified 20 days after the board receives it unless the board, before the 20 day period, informs the contractor in a written statement of the amount withheld and the amount to be paid, the reason for withholding the payment and how the deficiency can be cured.

Approved invoices (bills) with a properly prepared, dated and signed voucher will be approved for payment by the Board of Recreation Commissioners at the first public meeting after the 20th day. After the board approves payment of invoices (bills) with properly prepared, dated and signed voucher,

invoices will be forwarded to the Board of Chosen Freeholders for their approval. All payments will be released in accordance with the attached payment schedule and will be mailed unless other arrangements have been made with our Accounts Payable Department.

In the event that Alternate Dispute Resolution is needed, mediation is the method that shall be used.

25. **PAYMENTS TO DESIGNATED SUBCONTRACTORS:** If, in accordance with N.J.S.A. 40A:11-16, the Bid Form requires the naming of particular subcontractors and their sub-bid amounts, the Park System's payments for Work completed by a Designated Subcontractor shall be by a two-party check payable to *Designated Subcontractor and Contractor*.

26. **RETAINAGE:** The Park System's payments to the Contractor (and Designated Subcontractors) shall be for not more than 98% of the value of the completed Work (i.e., the Park System's *retainage* shall be 2%).

27. **FINAL COMPLETION:** Final Completion is achieved when the Contract is fully performed in accordance with the Contract Documents. This includes completion of punch list and submission of all closeout documents.

28. **FINAL PAYMENT:** Retainage held by the Park System shall not become due and payable until the Contractor provides the Park System's designated representative the following close-out documents in their complete and proper form:

A. **Contractor's Affidavit of Payment of Debts and Claims** (AIA Form G706).

B. **Contractor's Affidavit of Release of Liens** (AIA Form G706A).

C. **Consent of Surety to Final Payment** (AIA Form G707).

General Conditions of the Contract - Continued

D. **Maintenance Bond** (if required by the Notice to Bidders; see Instructions To Bidders).

E. **Other** guarantees, warranties, as-built drawings, O&M manuals, other items as required by the specifications.

29. **ACCEPTANCE OF FINAL PAYMENT:** Acceptance of Final Payment by the Contractor, subcontractor or material supplier shall constitute waiver of claims by that payee.

30. **SAFETY PRECAUTIONS AND PROGRAMS:** The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property, and their protection from damage, injury or loss.

31. **SUCCESSORS AND ASSIGNS:** The Park System and the Contractor respectively bind themselves, their partners, successor, assigns and legal representatives to the other party in respect to covenants, agreements and obligations contained in the Contract Documents.

32. **RIGHTS AND REMEDIES:** Duties and obligations imposed by the Contract Documents, and rights and remedies thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

33. **TERMINATION BY CONTRACTOR:** Upon providing a 10-day written notice of intent to the Park System and the Design Professional, the Contractor may terminate the Contract if the Work is stopped for a 60-day period through no act or fault of the Contractor, subcontractor, or their agents, employees, or other persons performing portions of the Work under the Contract. If the Park System fails to remedy the matter within the said 10-day notice period the

Contractor will be entitled to recover from the Park System payment for completed Work, and proven loss with respect to materials, equipment, tools and machinery, including reasonable overhead and profit.

34. **TERMINATION BY PARK SYSTEM FOR CAUSE:** Upon providing a 10-day written notice of intent to the Contractor, the Park System may terminate the Contract if the Contractor (a) has repeatedly failed to properly man the Work or supply proper materials; (b) failed to make payments to subcontractors or material suppliers; (c) persistently disregarded laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or (d) is otherwise guilty of substantially breaching the provisions of the Contract Documents. In that event, the Park System, without prejudice to any other rights or remedies, and subject to any prior rights of the surety, may take possession of the site and all materials, tools, equipment and machinery thereon owned or leased by the Contractor, and finish the Work by whatever reasonable method the Park System may deem expedient. When the Park System terminates the Contract for cause:

A. The Contractor shall not be entitled to receive any further payment until the Work is completed.

B. If the cost of completing the Work, including compensation to the Design Professional for services and expenses attendant to termination of the Contract, exceeds the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Park System.

C. If the unpaid balance of the Contract Sum exceeds the costs of completing the Work, including compensation to the Design Professional for services and expenses attendant to termination of the Contract, such excess shall be paid by the Park System to the Contractor.

General Conditions of the Contract - Continued

35. SUSPENSION FOR COUNTY'S CONVENIENCE:

The Park System, without cause, may suspend, delay or interrupt the Contractor's Work in whole or part for such period of time as the Park System may determine. In that event, the Park System will compensate the Contractor for actual increased costs incurred in performing the Contract, including reasonable overhead and profit, arising from the suspension, delay or interruption of the Work. The Contractor will not be entitled to additional compensation if its performance of the Contract is, was, or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

36. ELECTRICAL & MECHANICAL EQUIPMENT:

The following provisions apply to all electrical and mechanical equipment incorporated in the Work, but are not intended to supersede the warranty, guarantee, maintenance or training requirements of the technical specifications for the Work where the latter are greater, or more comprehensive, particular or stringent.

A. Warranties: The Contractor shall provide special warranties, signed by the Contractor, installers and manufacturers, whereby they individually and collectively agree to replace, repair, or restore defective materials or workmanship during the 12-month period following the date of Substantial Completion of the overall Contract.

B. Extended Warranties: If a manufacturer offers warranties which extend beyond the warranty requirements of the Contract Documents, the Contractor shall offer a proposed extended warranty agreement to the Park System for its consideration. The proposed agreement shall be delivered to the Park System as soon as possible after execution of the Contract Agreement, but not later than the time limit established by the manufacturer. If the Park System elects to accept an extended warranty agreement it will enter into and pay for

the extended agreement directly with the manufacturer.

C. Maintenance: The Contractor shall provide skilled competent workers who are authorized by the manufacturer to maintain and service the equipment during the 12-month warranty period, including required warranty maintenance and all other routine maintenance, repairs, cleaning and testing which normally should be performed by a prudent owner.

D. Training: Prior to the date of Substantial Completion of the Work, the Contractor shall arrange for the manufacturer's representatives to provide appropriate in-service training of Park System personnel in the operation and maintenance of the equipment.

37. PROPOSED SUBSTITUTIONS: The Contractor warrants that the awarded Contract Sum includes the cost and use of all products, equipment and materials which are specified by the Contract Documents. However, at any reasonable time after award of the Contract, the Contractor may propose the use of material, product or equipment substitutions, subject to the following:

A. The Contractor's substitution proposal must be in writing to the Design Professional and the County, and shall provide feature-by-feature comparisons between the specified and substitute items, and be accompanied by pertinent manufacturer's literature for each. The Contractor's substitution proposal must also provide a factual in-place cost comparison of the specified and substitute items.

B. The Park System retains the sole right to accept or reject the Contractor's proposed substitutions. The Park System's acceptance of a proposed substitution will not be unreasonably withheld.

C. A substitutions which is accepted by the Park System will constitute a change in the Work which must be implemented by a

General Conditions of the Contract - Continued

Construction Change Directive and Change Order. The executed Change Order shall include an appropriate dollar credit to the Park System as reimbursement of the cost of additional services of the Design Professional or others for evaluating, inspecting and testing the substitute item.

38. DIRECTED SUBSTITUTIONS: If the Contractor, through no fault of its own, is unable to provide any of the specified materials, products or equipment in a timely manner, the Park System and the Design Professional may direct the use of substitutions. In that event, the Contract Sum will be adjusted by an appropriate Change Order to incorporate reasonable increased (or decreased) costs to the Contractor which arise from the directed substitution.

Specifications for the Furnishing of Various Types of Roofing, Flashing and Associated Repairs to the Monmouth County Board of Recreation Commissioners, Lincroft, N.J. 07738

SCOPE:

The purpose of this contract shall be to make available a source for the provision and installation of roofing repairs and flashing repairs, and other related work on any Monmouth County Park System building , facility or structure.

WORK INCLUDED:

The Contractor shall furnish all labor, materials, equipment, tools, transportation, permits, certificates, and temporary work necessary to fulfill the terms of this contract. The Contractor will visit the site with a Park Manager or MCPS Construction Inspector and determine the methods and material to be used for the repair prior to submitting an estimate. If specialty equipment above and beyond that which is typically essential for transportation to the job site and performing roofing work is necessary, arrangements must be made in advance of any work being completed with the contact person listed below, and cannot be charged directly under this contract.

The scope of work shall include but is not necessarily limited to the following items:

- Initial inspection, assessment and meeting with Park System representative
- Provide estimate of repair(s) to be made
- Acquire permit, if necessary
- Acquire roofing materials
- Repairs to asphalt/fiberglass strip shingles, cedar shingles, modified bitumen roof system, EPDM roof system, metal roofing, gutters, flashing or other roofing, components and systems on Park System buildings, as required
- Provide one year warranty covering the repair
- Present suppliers' invoice for materials
- Present Contractor's invoice for repairs

ACCEPTANCE OF TERMS AND CONDITIONS: It is understood and agreed that the Contractor has by careful examination of these specifications, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications.

CODE REQUIREMENTS: The rules and regulations, ordinances and laws governing the installation of the work and/or equipment shall be in accordance with all regulations and codes of the Federal, State, and Municipal departments having jurisdiction

PROTECTION: The Contractor shall provide and maintain all protections required by the governing laws, regulations, and ordinances. The Contractor shall be responsible for any loss or damage caused by him or his workmen to the property of the Owner or to the work or materials installed, and shall make good any loss, damage, or injury without cost to the Owner.

The Contractor agrees to fully indemnify and save whole and harmless the County from all costs or damages arising out of any real or asserted claim or cause of action against it of whatsoever kind or character and in addition, from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents and employees.

TECHNICAL SPECIFICATIONS

I. SCOPE OF WORK

1. The Monmouth County Park System is requesting bids for an Annual Contract for Roofing Repair Services for Park System Buildings

All bids must be submitted on the Bid Proposal Form included in this bid. The successful bidder will be awarded a contract effective one (1) year from the date of award.

2. The successful bidder will provide Roofing Repair Services which will include, but not be limited to, roofing and/or sheet metal repairs. These repairs must be warranted to be free from leaks for a term of one (1) year from date of final acceptance.

3. The Contractor's work must conform to all local, state, and federal codes. Applicable standards will be National Roofing Contractors Association (NRCA), Sheet Metal and Air Conditioning Contractors National Association (SMACNA), Cedar Shake and Shingle Bureau (CSSB), American Society of Testing and Materials (ASTM), and Underwriters Laboratory (UL).

4. The successful bidder will provide Roofing Repair Services during regular business and non-business hours, if deemed necessary by the Owner.

5. There will be an on-site meeting with the Contractor and the Park Manager or MCPS Construction Inspector to determine the scope of work before any work shall commence. The Contractor will match the roof materials' manufacturer, color and appearance, and will match any roofing accessories (flashing, fasteners, sealant, etc.) as closely as possible. If, upon inspection by the Contractor, it is found that the previous roofer installed improper roofing materials or employed poor workmanship, the Contractor will make the repair with MCPS-approved proper materials and methods.

6. The bidder **shall be sufficiently staffed** (with Roofers, Sheet Metal Workers, and/or Helpers) to respond within twenty-four (24) hours after the receipt of a call from a Park Manager or Construction Inspector for emergency service calls, where public safety or building integrity are of concern, and within five (5) calendar days after the receipt of a call from a Park Manager or Construction Inspector for standard repair calls.

7. Should a particular project require the Contractor to pull a permit from the municipality having jurisdiction, the contractor shall apply for and secure such permit prior to the start of work on the project requiring the permit. In no case will the Contractor submit an invoice for work completed when a permit was required for that particular project and said permit was not first obtained by the Contractor.

8. The Contractor **shall not charge MCPS** a separate “trip charge” on any project performed under this annual contract. The Contractor’s time shall not start until such time as the Contractor has arrived on-site to start the project.

9. MCPS will not be charged a percentage (%) mark-up on delivery charges or for rental equipment needed to complete any job under this contract.

10. The Contractor is responsible for the proper disposal of all damaged roofing material removed and all debris generated from the repair.

11. Roofing materials shall not be applied when moisture, in any form, is present, or if there is a possibility of precipitation during application, unless conditions dictate immediate temporary repairs.

II. QUALIFICATIONS

1. Each bidder shall submit, with the bid, written proof of having a minimum of ten (10) years as a local roofing contractor.

2. Roofing technicians employed must be proficient in all phases of roofing, sheet metal and flashing repair for asphalt or wood shingle, modified bitumen and multi-ply built-up, ballasted, or EPDM roof systems and/or metal roofing systems.

3. Contractors **will not** be allowed to subcontract any MCPS work, unless written permission is granted by MCPS.

III. PAYMENT

1. The Contractor will be required to give an estimate for each job, which will be the basis for billing. All estimates should be based on accepted standards for work performance in the trade. MCPS reserves the right to reject any estimate that it deems to be excessive.

2. As part of this contract, the Contractor shall supply material when necessary to complete the requested repairs at a percentage markup over his suppliers’ invoice. Materials under this contract can only be supplied and approved for payment as they pertain to the work being performed. At the time of request for payment, the Contractor must submit a copy of his suppliers’ invoice for materials being billed.

3. Bidders will be asked to indicate a percentage of mark-up on the proposal page.

IV. ESTIMATED AMOUNT OF CONTRACT

\$17,000.00

V. PERIOD OF CONTRACT

1. The original contract will be in effect one (1) year from date of award. The contract shall not bind, nor purport to bind, MCPS for any contractual commitment beyond this date. MCPS shall have the right, at its sole option, to extend the contract for an additional one-year period. In the event MCPS exercises such right, all terms, conditions and provisions of the contract shall remain the same and apply during the renewal period.

2. This is an open-end contract. The goods and/or services are on-call, if and when needed. The Board of Recreation Commissioners reserves the right to increase the total dollar amount by up to 20%.

VI. LOCATION OF WORK

1. This contract shall cover all Park System park and golf course buildings and facilities owned and acquired during the period of this contract.

VII. CONTACT PERSON

1. John Eisemann, Construction Inspector (732) 842-4000 ext. 4335

VIII. METHOD OF AWARD

1. The contract will be awarded based on the lump sum total of items 1-10 on the Proposal Page.

2. Bidders must bid on all line items to be considered.

3. In the case of a tie, MCPS reserves the right to accept or reject any bid, at its discretion, based on the best interests of the County.

INSURANCE LANGUAGE FOR CONSTRUCTION CONTRACTS

INSURANCE: The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[®]) of same, naming the Monmouth County Park System as the Certificate holder.

A. **Worker's Compensation and Employer's Liability**—covering all of the contractor's employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.

B. **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage; independent contractors; blanket contractual and, if applicable, explosion, collapse and underground (XCU). Limits of not less than \$1,000,000 for both bodily injury and property damage are required. A combined single limit of \$1,000,000 is acceptable. The Contractor shall maintain completed operations insurance for at least two years after final payment.

C. **Comprehensive Automobile Liability:** Bodily injury and property damage with limits of not less than \$1,000,000 per person or occurrence. A combined single limit of \$1,000,000 is acceptable. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

D. **Builder's Risk Completed Value Form "All Risk":** The owner shall obtain and maintain Coverage for the entire Work at the site to the full insurable value thereof.

E. **Subcontractors:** The Contractor's subcontracts shall impose and require its subcontractors to purchase and maintain insurance coverages identical to those set forth above.

F. **County Additional Insured:** The County of Monmouth must be named as additional insured on all policies except the Worker's Compensation policy.

Public Works Contractor

REGISTRATION ACT:

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