

**CONTRACT NUMBER 16-154**



**ESSEX COUNTY, NEW JERSEY**

**DEPARTMENT OF PURCHASING**

**General Electrical Improvements, maintenance repairs and new installations to various  
Essex County Park buildings and facilities**

*Prepared by:*

*Department of Parks*

*Contact Person:*

*Office of Purchasing  
Julius N. Coltre Acting Purchasing Director  
465 Dr. MLK. Blvd Rm 335  
Newark, NJ 07102  
Phone 973-621-5100/Fax # 973-621-5109*

*Bid Due Date:*

*August 17, 2016 at 11:00 a.m.*

**COUNTY OF ESSEX**

**MUST READ & INITIAL MANDATORY FOR CONSTRUCTION**

Bidder **must initial** the boxes to the right of each listed item **upon reading** and **signing** as instructed.

If the box contains a  
 bidder is to  
 execute & submit  
 the required form.  
 If a  read item.

**DOCUMENT CHECKLIST – ENGINEERING PROJECTS**

Bidder Initial  
 Each  
 Item assuring  
 the form listed  
 is EXECUTED

		Page	
<input checked="" type="checkbox"/>	<b>Bid Compliance Form – COMPLETE AND SIGN</b>	3	
<input checked="" type="checkbox"/>	<b>Bid Guarantee in the amount of 10% of total bid – MUST ACCOMPANY BID</b>	5	
<input type="checkbox"/>	<b>Consent of Surety / Bid Bonds Instructions- READ ONLY</b>	5	
<input type="checkbox"/>	<b>Performance Bond requirements-READ ONLY</b>	5	
<input type="checkbox"/>	<b>One Year Maintenance Bond and Payment Bond – READ ONLY</b>	5	
<input type="checkbox"/>	<b>Public Works Contractor Registration Certificate-MUST BE REGISTERED</b>	5	
<input type="checkbox"/>	<b>Business Registration Certificate Form-READ ONLY</b>	8-11	
<input checked="" type="checkbox"/>	<b>Standard Construction Insurance Requirements - COMPLETE, SIGN AND NOTARY SEAL and NOTARIZED</b>	15-19	
<input checked="" type="checkbox"/>	<b>Stockholder Disclosure Certification Form – SIGN AND NOTARY SEAL</b>	20	
<input checked="" type="checkbox"/>	<b>Addenda Acknowledgement Form – COMPLETE AND SIGN</b>	21	
<input checked="" type="checkbox"/>	<b>Affirmative Action Language Acknowledgement Form - SIGNATURE</b>	22	
<input checked="" type="checkbox"/>	<b>Statement of Certain Political Contributions- COMPLETE AND SIGN</b>	23	
<input checked="" type="checkbox"/>	<b>Vendor Information Sheet- COMPLETE AND SIGN</b>	24	
<input checked="" type="checkbox"/>	<b>Disclosure of Investment Activities in Iran COMPLETE AND SIGN</b>	25	
<input checked="" type="checkbox"/>	<b>Hold Harmless Certification- COMPLETE AND SIGN</b>	26	
<input checked="" type="checkbox"/>	<b>Non-Collusion Affidavit Form-SIGN AND NOTARIZED AND NOTARY SEAL</b>	27	
<input type="checkbox"/>	<b>Mandatory Equal Employment Opportunity Language- READ ONLY</b>	28-30	
<input type="checkbox"/>	<b>Americans with Disabilities Act of 1990 Language- READ ONLY</b>	31	
<input checked="" type="checkbox"/>	<b>Prevailing Wage Compliance Declaration- SIGNATURE RECOMMENDED FORM TO BE USED</b>	32	
<input type="checkbox"/>	<b>Payroll Certification Forms- READ ONLY</b>	33-34	
<input checked="" type="checkbox"/>	<b>Plan &amp; Equipment Questionnaire/ Status of Present Contracts- COMPLETE, SIGN AND NOTARIZED AND NOTARY SEAL</b>	35-38	
<input checked="" type="checkbox"/>	<b>Statement of Financial Responsibility – COMPLETE, SIGN AND NOTARIZED AND NOTARY SEAL</b>	39-42	
<input checked="" type="checkbox"/>	<b>Subcontractors Identification Sheet – COMPLETE AND SIGN</b>	43	
<input checked="" type="checkbox"/>	<b>Authorization and Release- COMPLETE AND SIGN</b>	44	
<input checked="" type="checkbox"/>	<b>Acknowledgement of Principal- SIGNATURE AND NOTARY SEAL</b>	45	
<input checked="" type="checkbox"/>	<b>Bid Bond Form/ Consent of Surety Form - SIGNATURE AND CORPORATE SEAL RECOMMENDED FORMS</b>	46-47	
<input checked="" type="checkbox"/>	<b>Surety Disclosure Statement- COMPLETE AND SIGN</b>	49-50	
<input checked="" type="checkbox"/>	<b>Performance, Labor and Materials Payments Bond- SIGN, CORPORATE SEAL, AND NOTARY SEAL</b>	51	
<input checked="" type="checkbox"/>	<b>Bid Proposal Pricing Forms – COMPLETE, SIGN AND CORPORATE SEAL</b>	52	

Proposal to: The County of Essex  
465 Dr. Martin Luther King Jr. Blvd.  
Room 335  
Newark, N.J. 07102

Bid Proposal No. 16-154  
Advertised Date: August 3, 2016  
Bid Opening Date: ~~August 17, 2016~~  
Time: 11:00 a.m.

**BID PROPOSAL COMPLIANCE FORM**

Pursuant to public advertisement, we, the undersigned, hereby declare that we have carefully examined the attached bid proposal, specifications and all bid form sheets attached hereto, for:

**Contract Name:** General electrical improvements, maintenance repairs & new installations  
**Fee for Bid Specifications:** None  
**Pre Bid Conference Date:** None  
**Deadline for Bid Submission:** August 17, 2016 at 11:00 AM

This bid submitted is for the above named and advertised Bid Proposal at firm prices, excluding all taxes and including all transportation, delivery charges fully prepaid F.O.B. destination, inside delivery, debris removed, in accordance with the General Specifications, Requirements, and Schedules specified herein.

It is understood that the attached general specifications are an integral part of the proposal and that the Board of Chosen Freeholders reserves the right to reject any or all bid proposals pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and to waive immaterial informalities. Bidders are required to comply with the requirement of N.J.S.A. 10:5-31, et seq. and the Americans with Disabilities Act and N.J.A.C. 17:27.

All questions must be submitted to the Purchasing Agent in writing via fax to 973-621-5109, no later than **eight (8) business days** prior to deadline for bid submission date as stated above.

Respectfully Submitted by:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(President, Vice President or Authorized Rep.)

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

Address \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**NOTE: BE ADVISED THAT FOR AWARD OF BID YOUR ORGANIZATION MUST ATTEND ESSEX COUNTY BOARD OF CHOSEN FREEHOLDER MEETING, UNLESS OTHERWISE NOTIFIED BY THE COUNTY.**

**NOTE: WITH RESPONSE PLEASE SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF YOUR BID PROPOSAL**

**NOTE: BIDS WILL BE OPENED AT THE DATE SHOWN ABOVE IN THE COUNTY BID ROOM #332 LOCATED IN THE HALL OF RECORDS.**

**NOTE: ALL PROPOSALS ARE TO BE SEALED and clearly marked on the outermost packaging or envelope with the project name and/or project number (see cover page), and must be received by mail or other method of delivery by NO later than the submission deadline date and time so stated on the cover of this document.**

## Instructions to Bidders and Statutory Requirements

### SUBMISSION OF BIDS

- A. Sealed bids shall be received by the COUNTY OF ESSEX, hereinafter referred to as "County," in accordance with public advertisement as required by law.
- B. Sealed bids will be received by the Purchasing Agent at no later than the submission deadline ("Bid Opening"), as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. **The bid shall be submitted in a sealed envelope: (1) addressed to the County, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.**
- D. An individual Bidder cannot submit multiple bids, nor can an agent represent and submit bids for multiple competitive bidders.
- E. It is the bidder's responsibility that bids are presented to the County at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- F. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days. Should a bidder seek to withdraw their bid due to a clerical error, the request must be delivered in writing to the Purchasing Agent via registered or certified mail in no more than five (5) business days from the bid opening date.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. Each bid proposal form must be submitted upon the bid proposal form included in these documents complete with the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - Bids by sole-proprietorship shall be signed by the proprietor.
  - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- I. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- 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.
  - N.J.S.A. 2C:27-11 (a) provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - N.J.S.A. 2C:27-11(b) provides that a person commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
  - Bidder should consult the statutes or legal counsel for further information.

## II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions indicated by an (X) on the submission checklist, shall be applicable to this bid and made a part of the bid documents:

### A. BID GUARANTEE

Bid Guarantees are required pursuant to N.J.S.A. 40A:11-21. Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total bid price not to exceed \$20,000, payable unconditionally to the COUNTY OF ESSEX. A sample bond form is found herein.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24 (a) . The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. Please refer to the legal notice for specific direction before obtaining the bid bond.

**NOTE:** Failure to submit a bid guarantee shall result in an immediate and incurable rejection of bid.

**NOTE:** AIA Bond documents are not acceptable; presenting such shall result in rejection of the bid.

**NOTE:** Bid Bonds that contain the following language: "shall pay the Obligee the difference..." are unacceptable, the law is 10% of the bid amount not to exceed \$20,000.00.

### B. CONSENT OF SURETY

Bidder shall submit with the bid a Consent of Surety (form included herein on page 43), with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the County stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22. Failure to submit consent of surety form shall result in rejection of the bid.

### C. PERFORMANCE BOND

Bidder 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. Unless otherwise directed in writing by the County, failure to submit this with the executed contract shall be cause for declaring the contract null and void.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

### D. LABOR AND MATERIAL (PAYMENT) BOND

Bidder shall, with the delivery of the performance bond, submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

### E. MAINTENANCE BOND

Upon acceptance of the work by the County, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of 1 year.

### F. MANDATORY CONSTRUCTION CONTRACT DISPUTE PROCEDURES - NJSA 40A:11-50

(Process of resolution for construction contract disputes) All construction disputes arising under the contract shall be submitted to mediation pursuant to the rules and regulations of the American Arbitration Association or to such other mediator as shall be mutually agreed upon. The cost for mediation shall be split between the parties.

### **III. INTERPRETATION, ADDENDA AND DISCREPANCIES**

**A.** The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications. The laws and guidelines identified within the instructions, front-end documents and forms, are not to be superseded by any similar or contradicting guidelines found within the technical specification portion.

**B.** Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids.

Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

**C.** No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Director of Purchasing, or as otherwise stipulated in the specification. In order to be given consideration, a written request must be received at least eight (8) business days (Saturday, Sunday and holidays excluded), prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final. When issuing addenda, the County shall provide the required seven business days notice pursuant to N.J.S.A. 40A:11-23c. (2).

(No Saturdays, Sundays or holidays excepted) prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package.

#### **D. Discrepancies in Bids**

1. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

2. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

#### **E. Pre-Bid Conference**

If so stated in the Bid Proposal Compliance Form, a pre-bid conference for this proposal will be held. Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any requirements.

### **IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

**A.** Brand names and/or descriptions used in these specifications are intended to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. The use of brand names is not intended to preclude bidders from proposing equivalent goods or services. Whenever a brand name is identified in these specifications, the words "or equivalent" shall be deemed to follow.

**B.** Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.

**C.** It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The County reserves the right to evaluate the equivalency of the goods and services.

**D.** In submitting its bid, the bidder certifies that the good and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits such infringement and will save the County harmless from any damages resulting from such infringement.

- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**V. PRICING INFORMATION FOR PREPARATION OF BIDS**

- A. The County is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the bid documents pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost. COUNTY OF ESSEX fees shall be waived.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. **All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County.**

As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

**VI. VALUE ENGINEERING**

In accordance with and subject to the provisions of N.J.S.A. 40A:11-16.6, the contractor may submit a value engineering construction change order for contracts equal to or greater than \$5,000,000.

**VII. STATUTORY AND OTHER REQUIREMENTS**

**The following are mandatory requirements of this bid and contract.**

**A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION**

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Appendix A (Goods and Services) or Appendix B (Construction Contracts) of this bid specification.

**1. Goods and Services (including professional services) Contracts**

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

- i. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

**2. Maintenance/Construction Contracts**

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Department of Labor and Workforce Development, Construction EEO Monitoring Program Department an initial project workforce report (Form AA201) provided to the public agency by the

Department for distribution to and completion by the contractor, in accordance with N.J.A.C 17:27-7. The contractor shall also submit a copy of the Monthly Project Workforce Report (AA202) once a month thereafter for the duration of the contract to the public agency compliance officer. The contractor shall also 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.

**B. AMERICANS WITH DISABILITIES ACT OF 1990**

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as (pg. 31) of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

**C. STOCKHOLDER DISCLOSURE (page 20)**

Pursuant to N.J.S.A. 52-25-24.2 no corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

**D. ADDITIONAL REQUIREMENT FOR SUCCESSFUL BIDDER.**

1. State Comptroller's Authority to Audit and Review Contract Records: The bidder is hereby notified that relevant records of private vendors or other persons entering into contracts with covered entities are subject to audit or review by Office of State Comptroller pursuant to N.J.S.A 52:15C-14(d).
2. Record Retention Requirement: Pursuant to N.J.A.C. 17:44-2.2 the successful bidder 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.

**E. PRIOR TO CONTRACT AWARD**

Pursuant to N.J.S.A. 52:32-44, each bidder (contractor) and any listed sub-contractor, is required to be registered prior to contract award. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC), which is obtained from the NJ Division of Revenue. Bidder are requested, but are not required, to submit the BRC with their bid.

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:

- 1) Prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 2) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must 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. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.
- 3) A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Act (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-5 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and must be submitted with the bid proposal.

G. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. See Prevailing Wage Act Declaration on page 32. The contractor shall be required to submit a certified payroll record to the County within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html).

AWARDED BIDDERS MUST use the NJ DOLWD Payroll Certification Form R-08-12-08, a copy of which is herein (PG 32-33).

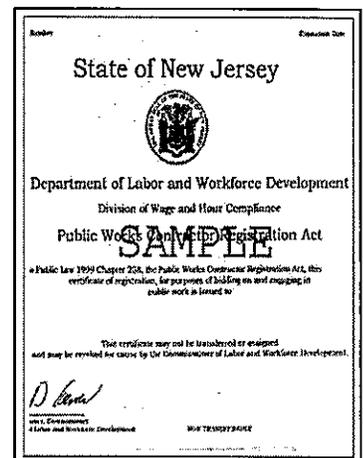
H. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate (sample below) *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

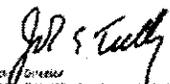


To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lssse/lspubcon.html](http://www.state.nj.us/labor/lssse/lspubcon.html). N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration. Certified Payroll records shall be submitted prior to the final payment being made.

# PHOTOCOPY OF CONTRACTOR'S REGISTRATION CERTIFICATE

Number	Expiration Date
State of New Jersey	
	
Department of Labor and Workforce Development	
Division of Wage and Hour Compliance	
Public Works Contractor Registration Act	
<b>SAMPLE</b>	
Under Public Law 1999 Chapter 238, the Public Works Contractor Registration Act, this certificate of registration, for purposes of bidding on and engaging in public work is issued to	
This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.	
	
_____ Commissioner of Labor and Workforce Development	NON TRANSFERABLE

**AS A PROFESSIONAL COURTESY,  
 BIDDERS MAY PLACE HERE A  
 PHOTOCOPY OF YOUR BRC HERE**

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
<b>TAXPAYER NAME:</b> TAX REGISTRATION TEST ACCOUNT  <b>TAXPAYER IDENTIFICATION#:</b> 970-097-082/500  <b>ADDRESS:</b> 847 ROEBLING AVE TRENTON NJ 08611  <b>EFFECTIVE DATE:</b> 01/01/04  FORM BRC(02/01)	<b>TRADE NAME:</b> CLIENT REGISTRATION  <b>SEQUENCE NUMBER:</b> 0107300  <b>ISSUANCE DATE:</b> 07/14/04  	
This Certificate is NOT negotiable or transferable. It must be conspicuously displayed at above address.		

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
<b>Taxpayer Name:</b>	TAX REG TEST ACCOUNT
<b>Trade Name:</b>	
<b>Address:</b>	847 ROEBLING AVE TRENTON, NJ 08611
<b>Certificate Number:</b>	1095907
<b>Date of Issuance:</b>	October 14, 2004
<b>For Office Use Only:</b>	
20041014112823533	

## **VIII. AWARD OF CONTRACT**

- A. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds. Please see Section X, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a total bid only, it shall be made to the responsible responsive bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options (based on the availability of funds); it shall be made to the lowest responsible responsive bidder.
- D. In case of a tie bid, the County may award the contract to the contractor whose bid, in the County's discretion is the most advantageous, price and other factors considered.
- E. The County may also elect to award the contract on the basis of lowest unit prices or total categories.
- F. The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.
- G. Within ten (10) days of receipt, the executed contract shall be returned to the County Legal Department along with Certificate of Insurance and Performance Bond in the amounts required by these specifications. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract at its option, the County may accept the bid of the next lowest responsible bidder.  
(N.J.S.A. 40A:11-24(b) ).

## **IX. CAUSES FOR REJECTING BIDS**

Any bid may be rejected for any lawful reason. Including the reasons set forth at N.J.S.A. 40A:11-23.2. All bids may be rejected pursuant to N.J.S.A. 40A: 11-13.2.

## **X. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the County shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.
- C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.
- D. In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new parties will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the County.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County may terminate the contract for convenience by providing 30 calendar days advanced notice to the contractor.

**XI. EXEMPTION FROM NEW JERSEY STATE SALES TAXES**

The attention of the Contractor is directed to the following provision of the New Jersey State Sales and Use Tax Act, pursuant to N.J.S.A 54:32B-1 et seq.

"8. Exempt sales. Receipts from the following shall be exempt from the tax on retail sales imposed under subsection (a) of Section 3 and the use tax imposed under section 6;

"(w) Sales made to contractors, subcontractors or repairmen or materials, supplies, or services for exclusive use in erecting structures, or building on, or otherwise improving, altering or repairing real property of organizations described in subsections (a) and (b) of section 9 of this act, provided any person seeking to qualify for this exemption shall do so pursuant to such rules and regulations and upon such forms as shall be prescribed by the director." P.L. 1966, Ch. 53.

The County is an exempt organization of the type described in subsection (a) of section 9 of the Act. In view of the foregoing, the Contractor should not include an amount for such New Jersey State taxes in his prices.

**XII. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Unless a notice to proceed provision is established otherwise herein, the work specified shall commence within twenty (20) days after the executed Contract is delivered to the Contractor and shall continue without interruption until all work is completed.

The entire work of the Project shall be completed within a given duration as specified in the technical section herein.

The Contractors obligations for the performance and completion of the Work within the times provided in this Contract are of the essence. The Contractor guarantees that he can and will complete such performance (including Extra Work) within the time above provided, subject, however, to an added clause entitled "Extensions of Time", should such clause be established in the technical specifications herein.

Inasmuch as the damage and the loss to the County which will result from the failure of the Contractor to complete such performance within the time above provided will include items of loss whose accurate amount will be incapable or very difficult for accurate estimation, the damages to the County for delay in the case of such failure on the part of the Contractor shall be liquidated in the sum of Five Hundred Dollars (\$500.00) for each calendar day by which the Contractor shall fail to complete such performance in accordance with the provisions hereof; such liquidated damages shall not be considered as a penalty. The County will deduct and retain out of any money due, or become due hereunder, the amount of the liquidated damages.

**XIII. RETAINAGE**

A retainage shall be withheld from interim payments until final acceptance and final payment is made on the project in accordance with the following schedule:

<u>Contract Amount</u>	<u>Retainage</u>
Over \$100,000	2.0%

**XIV. PAYMENT**

**A. Prompt Payment of Construction Contracts**

Prime Contractor shall be paid according to the guidelines set forth in N.J.S.A. 2A:30A-1 et seq. provided:

1. The contractor has performed in accordance with the contract; and
2. The work has been approved and certified by the County's "Designated Project Manager", hereafter referred to as "DPM", who shall be named in the technical specifications herein, and
3. That a written statement identifying any discrepancies in the work has not been sent by the County to the contractor explaining any amount withheld and the reason for withholding payment.

4. If any or all of the associated with this bill is disputed, the portion of work which is not being questioned shall be paid in accordance with N.J.S.A. 2A:30A-1 et seq. A written explanation of any discrepancies shall be sent to the contractor no more than twenty days from the billing date.

If the foregoing conditions have been met, the County shall pay the bill not more than thirty (30) calendar days after the billing date, or after the next Council Meeting date, whichever is less.

**B. REQUEST FOR PAYMENT NOTIFICATION**

1. When mailing or hand-delivering a Request for Payment, envelopes shall be clearly marked "Request for Payment" and sent directly to the County's DPM. If an outside Consultant or Engineer has been contracted by the County for Construction Observation or Work Inspection, the contractor shall also submit a copy of the request for payment to the Consultant.

**C. FINAL PAYMENT AND CLAIMS**

1. After the final acceptance of work by the County and the Engineer, the balance of monies due will be paid up to 100% of the total work completed.

**XV. E.L.E.C. NOTICE**

**REGARDING "PAY-TO-PLAY" DISCLOSURE OF CONTRIBUTIONS BY BUSINESS ENTITIES**

Summary "Pay-to-Play" prohibition on business entity contributions (N.J.S.A. 19:44A-20.3 through 20.25): contributions by business entities that have or are seeking New Jersey government contracts, the "Pay-To-Play" disclosure law, requires that prior to entering a contract with a governmental entity of more than \$17,500 that is not publicly advertised, a business entity must disclose to that governmental entity certain contributions made during the past year. Further, a business entity that has received \$50,000 or more through government contracts in a calendar year is required to file an annual disclosure statement (Form BE) with the New Jersey Election Law Enforcement Commission, pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, §3), to report its political contributions and contract information.

The business entity annual statement form and instructions are available at:  
<https://wwwnet1.state.nj.us/lpd/elec/ptp/Form.aspx>.

Form BE is required to be filed electronically by March 31, 2008 to report activity in calendar year 2007. All subsequent annual statements will be due by March 30th and will report information relevant to the previous calendar year.

For further information, please review the Pay-to-Play section on the Commission's website at [www.elec.state.nj.us](http://www.elec.state.nj.us) or contact the Special Programs Staff at the Commission at 609-292-8700 (toll free at 888-313-3532).

**XVI. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the bidder must utilize the Disclosure Of Investment Activities in Iran form attached hereto (next page) to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's list of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on the form. A bidder's failure to submit the completed and signed form with its proposal will result in rejection of the proposal as non-responsive and preclude the award of a contract to said bidder.

**XVII. COMPLIANCE**

Any documents attached to this bid package shall be subject to the provisions of New Jersey Local Public Contracts Law (N.J.S.A. 40A:11 et seq.), and should there be conflict of any sort within the technical specifications, or with any AIA or DOT documents attached, the statutes of the Local Public Contracts Law and guidelines found therein shall prevail.

**STANDARD CONSTRUCTION CONTRACTOR AGREEMENT INSURANCE REQUIREMENTS**  
**Consent of Insurance Coverage**

**Construction Contractor, please promptly give this to your broker**  
**These requirements constitute the Contract Insurance requirements**

Throughout the life of this Contract, the Construction Contractor shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the New Jersey Department of Banking & Insurance to do business in the State of New Jersey and rated not less than "A- VIII" in Best Insurance Key Rating Guide, the following policies of insurance:

**REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

**Workers' Compensation and Employer's Liability:**

Provided in the State of New Jersey and elsewhere as may be required and shall include:

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
  - Bodily Injury by Accident: \$1,000,000 Each Accident
  - Bodily Injury by Disease: \$1,000,000 Each Employee
  - Bodily Injury by Disease: \$1,000,000 Policy Limit
- c) When applicable, USL&H, Maritime Liability, FELA, and DBA Coverage.
- d) Where applicable, if the Construction Contractor is lending or leasing its employees to the County for the work under this contract (e.g. crane rental with operator), it is the Construction Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

**Commercial General Liability:**

Provided on ISO form CG 00 01 12 07, or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury. Occurrence Form with the following limits:

- a. Each Occurrence: \$1,000,000
- b. General Aggregate \$2,000,000
- c. Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insured's as set forth in these Insurance Requirements).
- d. The General Aggregate Limit must apply on a **Per Project basis**.

**Automobile Liability:**

When autos are used in conjunction with contracts/agreements with Essex County entity's coverage must include all Owned, Hired and Non-Owned Vehicles or ("Any Auto"). If you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a standalone policy or endorsed onto the Commercial General Liability policy above (CA.0001). Minimum limits of liability:

- a) Per Accident Combined Single Limit \$1,000,000
- b) For Construction Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

**Commercial Umbrella Liability:**

When scope of project exceeds \$25,000,000.00 and/or when limits cannot be met with primary line of coverage) Policy(s) to apply on a Following Form Basis shall include Commercial General Liability, Automobile Liability and Employer Liability. Minimum limits of liability:

- a. Each Occurrence: \$10,000,000
- b. General Aggregate (where applicable) \$ 10,000,000

**Rigger's Liability Insurance:**

Required only if contractors' scope of work required mechanical lifting, lowering, rigging and hoisting of property/equipment. No overload exclusions are permitted. Minimum occurrence limit:

- a. Each Occurrence Combined Single Limit: \$1,000,000

**Pollution Liability Insurance:**

Required only if the contractor's scope of work requires the performance of remediation of hazardous materials or if their

operations create exposure to hazardous materials covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of service of this contract. This is to include all work completed

by the Contractor, including testing and/or removal of any and all pollutants. Minimum limits of liability:

- a. Each Occurrence: \$3,000,000
- b. General Aggregate \$3,000,000
- c. Pollution liability insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work/final payment.
- d. No Exclusions for Silica, Asbestos, Lead and/or Lead Based Paint testing.
- e. Include Mold Coverage for full policy limit of liability.
- f. Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C Section 6901 et Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated materials at the project.
- g. All owned and/or 3<sup>rd</sup> party disposal facilities must be licensed and maintain pollution liability insurance of less than \$5,000,000, if applicable.

**Professional Liability Insurance:**

Required when contractor's scope of work included professional services including but not limited to Architects, Engineers, Surveyors, Etc. and are employed/contracted by contractor. Professional liability insurance providing occurrence basis coverage for the claims that arise from the negligent acts, errors or omissions, failure to render a service, or the negligent rendering of the service by provider or its Construction Contractors. Minimum limits of Liability:

- a. Per Claim Limit: \$2,000,000
- b. Aggregate Limit: \$2,000,000
- c. The Definition of "Covered Services" shall include the services required in the scope of this contract.
- d. Coverage shall be extended to cover "Green Building", if applicable.
- e. Three (3) year tail coverage extended reporting period or maintain coverage for a period of three years subsequent to the completion of the project or final payment.

**Owned, Leased, Rented or Borrowed Equipment:**

If/When applicable, to timely project completion contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailer, etc.

- a. Contractor shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site) and in transit.
- b. Contractor must determine if the Builder's Risk Policy, if in place for this project, is adequate to protect the interest of the Contractor.

**Indemnification:**

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. Construction Contractor shall indemnify and hold harmless, the County, and their respective members, elected officials, employees, agents, and representatives (the "Indemnified Parties") of any of them from and against claims, damages, losses, demands suits, actions, recoveries, judgements, and costs and expenses including but not limited to attorneys' fees,

arising out of or resulting from performance of work, provided that such claim, damage, loss or expense is attributable.

to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the negligent acts or omissions of the Construction Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, expense, is caused in part by any Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification. In claims against any person or entity indemnified under this paragraph by an employee of the Construction Contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation of this subparagraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Construction Contractor under worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement. These Indemnification provisions shall survive the termination of this Contract.

- a. Deductibles and Self-Insured Retentions must be declared and are subject to approval by the County of Essex.
  - (i). Construction Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$25,000, which is the responsibility of the Construction Contractor. If Construction Contractor's policy(s) has an SIR exceeding this amount, approval must be received from the County prior to starting work. In the event any policy includes an SIR, the Construction Contractor is responsible for payment within the SIR of their policy(s) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- b. The Policy (s) shall also provide the following:
  - (i) The following shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. ISO Endorsements CG 2010 and CG 2037, or their equivalents; *The County of Essex, New Jersey, including all Departments, Boards, Committees, Commissions or Other Entities Established by Them or Operating Under Their Control and All Employees, Trustees, Commissioners, Committee Members, Aides, Advisory Board Members, Elected and Appointed Officials, Volunteers and Students While Acting Within the Scope of Their Duties On Behalf of The County of Essex, New Jersey (The County).*
  - (ii) For any claims related to this project, the Construction Contractor's insurance coverage shall be primary insurance as respects "*The County*". Any coverage maintained by the County shall be excess of the Construction Contractor's insurance and shall not contribute with it. Construction Contractors policy shall waive right of recovery against the County of Essex.
  - (iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County. The Insurer shall provide the County with notification of any cancellation, non-renewal, major change, modification or reduction in coverage.
  - (iv) Regardless of these contract minimum insurance requirements, the Construction Contractor and its insurer shall agree to commit the Construction Contractor's full policy limits and these minimum requirements shall not restrict the Construction Contractor's liability or coverage limit obligations.
  - (v) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under established statutes and court decisions of the State of New Jersey

The Construction Contractor shall furnish the County of Essex with the Certificates and Endorsements for all required insurance, prior to the County's execution of the Agreement and start of work. Certificates and

Endorsements will be provided directly to the authorized County entity who signs the Contract/Agreement who will in turn provide copies of the contract and evidence of insurance compliance to the County Risk Manager. Proper Address for Certificates, Endorsements and Notices shall be:

**County of Essex**  
**Attn: Risk Management**  
**Hall of Records – Room 510**  
**465 Dr. Martin Luther King Blvd.**  
**Newark, NJ 07102**

Upon notification or receipt by the County of Essex of a Notice of Cancellation, major change, modification, or reduction in coverage, the Construction Contractor shall immediately file with the County of Essex a certified copy of the required new or renewal policy and certificates for such policy. Any variation from the above contract requirements shall only be considered by and be subject to approval by the County's Risk Manager and/or County Counsel.

Failure to submit this form with proof of insurance of the type described herein may result in rejection of this proposal. In no event shall Work be performed until the required evidence of insurance is provided in accordance with these Contract Documents and is approved by the County or the County may withhold payment to the Construction Contractor for amounts owed to them.

The County reserves the right to require Construction Contractor to name other parties as additional insured's as required by the County.

There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

Waiver of Rights of Subrogation: Construction Contractor shall waive all rights of recovery against the County and all the additional insured's for loss or damage covered by any of the insurance maintained by the Construction Contractor, where applicable by law.

The amount of insurance provided in the aforementioned insurance coverage's, shall not be construed to be a limitation of the liability on the part of the Services Provided.

If at any time during the life of the Contract or any extension, the Construction Contractor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Construction Contractor shall be withheld until acceptable replacement coverage notice is received by the County of Essex. Any failure to maintain the required insurance shall be sufficient cause for the County of Essex to terminate this Contract. In the event of insurance cancellation, the County of Essex reserves the right to purchase insurance or insure for the above required coverage, at the contractor's full expense.

If the Construction Contractor should subcontract all or any portion of the work to be performed in this contract, the Construction Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of this Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction or Change of Subcontractors insurance shall have the same impact as described above or failure of the County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Construction Contractor's obligation to maintain such insurance

**PRINCIPAL:**

Sworn to and subscribed  
before me on this \_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Respondent's Company Name)

\_\_\_\_\_  
(Authorized Signature on Behalf of Principal)

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

\_\_\_\_\_  
**NOTARIZED and NOTRARY SEAL**

**INSURER:**

\_\_\_\_\_  
(Insurer's Company Name)

\_\_\_\_\_  
(Authorized Signature on behalf of Insurer)

**STOCKHOLDER DISCLOSURE CERTIFICATION**

N.J.S.A. 52:25-24.2 (P.L. 1977 C.33)

Name of Business \_\_\_\_\_

**(PART A)**

**Bidder/Respondent Must check one of the following boxes ("ONLY ONE BOX")**

I certify that the list below contains the names and home addresses of all stockholders, or partners, holding 10% or more of the issued and outstanding stock or interest of the undersigned. Please be advised that if one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding 10% or more of that corporation's stock or the individual partners owing 10% or greater interest in that partnership, as the case may be shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed. Please attach additional sheets as necessary. **IF THIS BOX IS CHECKED, PLEASE FILL OUT BELOW NAME & ADDRESS**

I certify that no one stockholder or partner owns 10% or more of the issued and outstanding stock or other interest of the undersigned. **DO NOT FILL IN BELOW NAMES & ADDRESS IF YOU CHECK HERE**

I certify that the undersigned is a non-profit organization (501c, etc.).

I certify that I am a sole proprietor, and that I own 100% of the organization independently.

**(PART B)**

**Bidder/Respondent Must check only one box that represents the type of business organization: ("ONLY ONE BOX")**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Limited Liability Company     |  |

**Stockholders/Partners:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_.

\_\_\_\_\_  
(Bidder/Respondent Authorized Signature)

\_\_\_\_\_  
(Notarized & Notary Seal)

\_\_\_\_\_  
(Print name of authorized signatory)

My Commission expires:

**MUST COMPLETE, SIGN and NOTARIZED and NOTARY SEAL**

COUNTY OF ESSEX

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

YES THE UNDERSIGNED BIDDER HERE ACKNOWLEDGE RECEIPT OF THE FOLLOWING  
ADDENDA(S): MUST ACKNOWLEDGE (CHECK BOX)

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (Initial)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No Addenda(s) were received or included with the bid package:  
MUST ACKNOWLEDGE (CHECK BOX)

Acknowledged for: \_\_\_\_\_  
(Name of Bidder (and/or) Company)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

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

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

**NOTE:** Includes any Addenda whether distributed or attached to the bid/RFP package.

**MUST BE COMPLETED, INITIALED and SIGNED**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance within the State of New Jersey, Department of the Treasury, has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance). Contractors and vendors are responsible for sending copies of the forms to the County.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the County Compliance Officer. After notification of award, but prior to signing a construction contract, the EEO/AA evidence must be submitted. The County shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to The Office of Purchasing after notification of award but prior to signing a contract.
3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the County and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

The undersigned contractor 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: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

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

**MUST BE SIGNED AND DATED**

**STATEMENT OF  
CERTAIN POLITICAL CONTRIBUTIONS  
MADE AFTER JULY 11, 1986**

(This statement is part of the proposal packet)

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposers within five (5) years of the date hereof.

If none, write in "NONE"

Name

Amount


Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of Signatory: \_\_\_\_\_  
(Print or Type)

**COMPLETE AND SIGNED**

**VENDOR'S INFORMATON SHEET**

Please fill in the following information and submit with your proposal:

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

FEDERAL TAX I.D. NUMBER: \_\_\_\_\_

NAME OF PERSON PREPARING BID: \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EXT. \_\_\_\_\_

**CONTACT PERSON FOR CORRESPONDANCE REGARDING THE PROPOSAL**

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**PROJECT MANAGER/PROJECT COORDINATOR**

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

ADDRESS: \_\_\_\_\_

CONTACT PERSON'S NAME: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**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 Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**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 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 non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

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

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**MUST CHECK A BOX IN PART 1 AND COMPLETE AND SIGN**

# HOLD HARMLESS AGREEMENT

BETWEEN:                   The County of Essex  
                                  Hall of Records  
                                  465 Dr. Martin Luther King, Jr. Blvd.  
                                  Newark, NJ 07102

AND

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Address – not a post office box

\_\_\_\_\_  
Telephone Number; Fax Number; & e-mail address

It is understood and agreed the Contractor is:

1. An independent Contractor and not an employee of the County of Essex.
2. The Contractor agrees to indemnify and hold harmless the County of Essex, the Essex County Board of Chosen Freeholders, and all of its officers, agents and employees of and from any and all liability for damages for injury to person and property, including death, and against and from all suits and actions and all costs, damages and charges of whatsoever kind and nature, including attorneys' fees to which the County of Essex may be put for, or on account of, any injury or alleged injury to person, including death, or property, resulting from the performance of the Contractor's operations under this contract, or by or in consequence of any neglect or omission on the part of the Contractor in the performance of operations under this contract, whether such operations, or the absence thereof, be by the Contractor or anyone directly or indirectly employed by the Contractor.
3. The Contractor shall hold the County of Essex harmless for damages to the Contractor's equipment utilized during the term of this contract.

S/ \_\_\_\_\_  
President, Vice President or Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**MUST COMPLETE AND SIGN**

**NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of \_\_\_\_\_

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(Title or position) (Name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid

entitled \_\_\_\_\_, and that I executed the said proposal with  
(Title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the County of Essex relies upon the truth of the statements contained in said Proposal 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 \_\_\_\_\_.

Subscribed and sworn to

before me this day \_\_\_\_\_ of

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Notarized and Notary Seal)

My Commission Expires: \_\_\_\_\_

**MUST BE SIGNED and NOTARIZED and NOTARY SEAL**

**EXHIBIT B**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and 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 Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program. 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 Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program.

(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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program 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. In

addition, 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

Pursuant N.J.S.A. 10:2-1, the Bidder is notified of the following:

- 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.

**AMERICANS WITH DISABILITIES ACT OF 1990**  
**Equal Opportunity for Individuals with Disability**

The contractor and the COUNTY OF ESSEX, (hereafter "County") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County, or if the County incurs any expense to cure a violation of the ADA, which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

**READ ONLY**

## PREVAILING WAGE COMPLIANCE DECLARATION

THE CONTRACTOR HEREBY AGREES TO COMPLY IN ALL RESPECTS WITH THE NEW JERSEY PREVAILING WAGE ACT, CHAPTER 150, P.L. 1963 AS AMENDED. A COPY OF THE PREVAILING WAGE RATES PERTAINING TO THE WORK AND ISSUED BY THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT ENTITLED, "PREVAILING WAGE RATE DETERMINATION," IS ON FILE IN THE ENGINEER'S OFFICE OR IS INCLUDED HEREIN OR MAY BE OBTAINED FRO THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT. WORKERS SHALL BE PAID NOT LESS THAN THE PREVAILING WAGE RATE. IN THE EVENT IT IS FOUND THAT ANY WORKER EMPLOYED BY THE CONTRACTOR OR ANY SUBCONTRACTOR COVERED BY THE CONTRACT HEREIN HAS BEEN PAID A RATE OF WAGES LESS THAN THE PREVAILING WAGE RATE REQUIRED TO BE PAID BY SUCH CONTRACT, THE COUNTY MAY TERMINATE THE CONTRACTOR'S OR SUBCONTRACTOR'S RIGHT TO PROCEED WITH THE WORK OR SUCH PART OF THE WORK AS TO WHICH THERE HAS BEEN A FAILURE TO PAY REQUIRED WAGES AND TO PROSECUTE THE WORK TO COMPLETION OR OTHERWISE. THE CONTRACTOR AND HIS SURETIES SHALL BE LIABLE TO THE COUNTY FOR ANY EXCESS COSTS OSSASIONED THEREBY. THE SCHEDULE FOR PREVAILING WAGES FOR ESSEX COUNTY CAN BE FOUND ONLINE AT:

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing\\_wage\\_determination.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determination.html)

BEFORE FINAL PAYMENT IS MADE BY OR ON BEHALF OF THE COUNTYOF ANY SUM OR SUMS DUE TO THE WORK, THE CONTRACTOR OR SUBCONTRACTOR SHALL FILE WITH THE COUNTY, WRITTEN STATEMENTS IN FORM SATISFACTORY TO THE COMMISSIONER OF LABOR INDUSTRY CERTIFYING TO THE AMOUNTS THEN DUE AND OWING FROM SUCH CONTRACTOR OR SUBCONTRACTOR FILING SUCH STATEMENT TO ANY AND ALL WORKMEN FOR WAGES DUE ONACCOUNT OF THE WORK, SETTING FORTH THEREIN THE NAMES OF THE PERSONS WHOSE WAGES ARE UNPAID AND THE AMOUNT DUE TO EACH RESPECTIVELY WHICH STATEMENT SHALL BE CERTIFIED BY THE OATH OF THE CONTRACTOR OR SUBCONTRACTOR AS THE CASE MAY BE IN ACCORDANCE WITH THE SAID NEW JERSEY PREVAILING WAGE ACT.

THE PREVAILING WAGE RATE SHALL BE DETERMINED BY THE COMMISSION OF LABOR AND INDUSTRY OR HIS DULY AUTHORIZED DEPUTY OR REPRESENTATIVE.

THE UNDERSIGNED IS AN (INDIVIDUAL) (PARTNERSHIP) (CORPORATION) UNDER THE LAWAS OF THE STATE OF

\_\_\_\_\_ HAVING PRINCIPAL OFFICES AT \_\_\_\_\_

BIDDER: \_\_\_\_\_

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

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

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

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

**MUST BE SIGNED AND DATED**

**PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS**  
*(for Contractor and Subcontractor's Use for Weekly and Final Certification)*  
 (N.J.A.C. 12:60-2.1 and 6.1)



NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>			ADDRESS					DATE WAGES DUE	DATE WAGES PAID				
PAYROLL NO.	WEEK ENDING	OR FINAL CERTIFICATION	PROJECT NAME AND LOCATION					CONTRACTOR REGISTRATION NUMBER					
1. NAME AND ADDRESS OF EMPLOYEE	2. WORK CLASSIFICATION	3. DAY AND DATE	4. TOTAL HOURS	5. RATE OF PAY	6. GROSS AMOUNT EARNED		7. DEDUCTIONS				8. NET WAGES PAID FOR WEEK	9. Total Fringe Benefit Cost/Hr.	
					This Project Only	Total for Week	FICA	With-holding Tax					
		Overtime (OT) or Straight time (ST)	HOURS WORKED EACH DAY										
		OT											
		ST											
		OT											
		ST											
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Questions? Please contact the Division of Wage and Hour Compliance at (609) 292-2259 or (609) 292-2283.

R-08-12-08

**SUBMIT TO PUBLIC BODY OR LESSOR**

State of New Jersey  
**INITIAL PROJECT WORKFORCE REPORT-CONSTRUCTION**

Official Use Only

Assignment \_\_\_\_\_

READ INSTRUCTIONS ON BACK CAREFULLY. BEFORE COMPLETING THIS FORM.  
TYPE OR PRINT IN SHARP BALL-POINT PEN.

Code \_\_\_\_\_

<p>DISTRIBUTION: Affirmative Action Office, Affirmative Action Office DP, Public Agency. Contractor</p> <p>① Name and address of Prime Contractor</p> <p>_____ (NAME)</p> <p>_____ (STREET ADDRESS)</p> <p>_____ (CITY) _____ (STATE) _____ (ZIP CODE)</p> <p>② MBE <input type="checkbox"/> WBE <input type="checkbox"/></p>	<p>③ Name and Address of Public Agency Awarding Contract</p> <p>Date of Contract Award _____</p> <p>Contract No. _____</p> <p>Dollar Amount of Contract _____</p> <p>④ Name and Location of Project</p> <p>_____ County _____</p>
---	---

⑤ Trade or Craft	Total Number Employees			Total Minority and Female Employees			Projected Phase-In Date	Projected Completion Date
	J	AP	Female	J	AP	Female		
01 Asbestos Worker								
02 Bricklayer or Mason								
03 Carpenter								
04 Electrician								
05 Glazier								
06 HVAC Mechanic								
07 Ironworker								
08 Operating Engineer								
09 Painter								
10 Plumber								
11 Roofer								
12 Sheet Metal Worker								
13 Sprinkler Fitter								
14 Steamfitter								
15 Surveyor								
16 Tiler								
17 Truck Driver								
18 Laborer								
19 Other								
20 Other								
21 Other								
22 Other								

⑥ Completed By (AA Officer) *Print or Type*

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NO.)	(EXT.)
(DATE)		

**PUBLIC AGENCY**

**PLAN AND EQUIPMENT QUESTIONNAIRE**

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

ADDRESS: \_\_\_\_\_  
                    STREET                    CITY                    STATE                    ZIP

Telephone: \_\_\_\_\_

The signatory of this questionnaire guarantees the truth and accuracy of all statements and all answers to interrogatories hereinafter made.

1. In what manner have you inspected the proposed work? Explain in detail.

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

2. Explain your plan or layout for performing the performing the proposed work.

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

3. The work, if awarded to you, will have the personal supervision of whom?

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

4. Do you intend to do the grading on the proposed work with your own forced? If so, give type of equipment to be used?

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

5. Do you intend to sublet any portions of work? \_\_\_\_\_

If so, state amount of sub-contract, and if known, the name and address of the subcontractor, amount and type of his equipment and financial responsibility.

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



**PLAN AND EQUIPMENT QUESTIONNAIRE (CONTINUED)**

7. What equipment do you own that is available for and intended to be used for this work?

QUANTITY	ITEM	DESCRIPTION- SIZE CAPACITY ,ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION

8. What equipment do you intend to purchase or lease for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION-SIZE CAPACITY, ETC.	APPROXIMATE COST PURCHASE	APPROXIMATE COST LEASE

**MUST BE FILLED OUT COMPLETELY ITEM 7&8**

**PLAN AND EQUIPMENT QUESTIONNAIRE (CONTINUED)**

9. Have you made contracts or received firm offers for all materials within priced used in preparing your Proposal? Do not give name of dealers or manufactures.

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The undersigned hereby declares that the answers to the foregoing questions and all statements herein contained are true and correct.

The equipment listed on item 7 herein is owned by \_\_\_\_\_ and are available for and intended to be used on the project. If \_\_\_\_\_ is awarded the contracts the additional items of equipment stated in item 8 shall be purchased or leased for the project and certificates shall be furnished to the County of leased equipment to the effect that in case of default of contract, the COUNTY OF ESSEX has the right to take over the leased equipment for its use in completing the work.

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

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

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

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he is the \_\_\_\_\_

of \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Notary Seal(Notarized) \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**MUST BE SIGNED AND NOTARIZED WITH NOTARY SEAL**



2. Previous work of a similar nature completed within the past five years.  
(List two or three)

A. County: \_\_\_\_\_

Phone No. \_\_\_\_\_

Business Address of County:

\_\_\_\_\_

Type of Work:

\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Approx. Date of Award of Contract \_\_\_\_\_

Completion \_\_\_\_\_

Names, Address, and Telephone No. of County's Engineer or Superintendent

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. County: \_\_\_\_\_

Phone No. \_\_\_\_\_

Business Address of County: \_\_\_\_\_

Type of Work:

\_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Approx. Date of Award of Contract \_\_\_\_\_

Completion \_\_\_\_\_

Name, Address and Telephone No. of County's Engineer or Superintendent

\_\_\_\_\_

\_\_\_\_\_

A. County: \_\_\_\_\_

Phone No. \_\_\_\_\_

Business Address of County:  
\_\_\_\_\_

Type of Work: \_\_\_\_\_

Contract Price \$ \_\_\_\_\_ Extra Work Required \$ \_\_\_\_\_

Approx. Date of Approx. Date of Award of Contract \_\_\_\_\_

Completion \_\_\_\_\_

Name, Address and Telephone No. of County's Engineer or Superintendent

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

3. Total approximate volume of work of a similar nature completed within the past five years: \$ \_\_\_\_\_

4. General Business references (list two or three):

Name	Occupation	Business Address	Telephone No.
A. _____	_____	_____	_____
B. _____	_____	_____	_____
C. _____	_____	_____	_____

5. Bank References:

Name	Address	Telephone No.
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____

6. Number of permanently employed persons in your organization \_\_\_\_\_

7. Number of additional employees contemplated for this work \_\_\_\_\_

**STATEMENT OF FINANCIAL RESPONSIBILITY – CONTINUED**

8. Set forth all and any outstanding judgments, if any, and attached the caption of the case, amount of judgment, and attorneys for the respective parties in the particular case. If none, state none.

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

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Subscribed and sworn to

Before me this day \_\_\_\_\_

Of \_\_\_\_\_, 2 \_\_\_\_\_

\_\_\_\_\_  
Notarized and Notary Seal

My Commission Expires \_\_\_\_\_

**SIGNED and NOTARIZED and NOTARY SEAL**

**SUBCONTRACTOR IDENTIFICATION**  
**CONCERNING PUBLIC WORKS CONTRACTS PER N.J.S.A. 40A:11-16**

**NOTICE TO BIDDERS**

PER nj Local Public Contracts Law ( N.J.S.A 40A:11-16), pertaining to the construction or repair of a public building, Bidders shall provide the name or names of all subcontracting entities to whom the bidder will subcontract any portion of the specified project that falls under the following work, HVAC, electrical work, and ornamental iron work/structural steel and their required forms once the project awarded.

Each subcontractor listed must be registered with the NJ Department of Labor pursuant to the Public Work Contractors Registration Act at the time of the bid opening, and photocopies of applicable licenses must be included with the bid.

**Note:** Bidder's can save time by submitting the Subcontractor's Forms with the Bid.

**Note:** Sub Contractors Shall Not Perform More Than Fifty Percent (50%) of the Contracted Work

**Note:** If the contract does not involve any of the specialty trade categories below, please write in the word "NONE" in each appropriate space provided.

**PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY**

**1. Plumbing and Gas Fitting and Kindred Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

Address: \_\_\_\_\_

License number: \_\_\_\_\_

**2. Steam Power Plants, Steam, Hot Water Heating and Ventilating Apparatus and Kindred Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

Address: \_\_\_\_\_

**3. Electrical Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

Address: \_\_\_\_\_

License number: \_\_\_\_\_

**4. Structural Steel and Ornamental Iron Work:**

Name: \_\_\_\_\_ Amount (\*): \_\_\_\_\_

Address: \_\_\_\_\_

( \* ) Amount **ONLY** needs to be written in if multiple subcontractors are needed per trade.

BIDDERS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SIGN AND DATE**

**AUTHORIZATION AND RELEASE**

The Undersigned hereby:

Releases Essex County, New Jersey, and its affiliates, their respective officers, employees and agents from any liability for any damage whatsoever as a result of any investigation, inquiry, consumer report or investigative consumer made or received by the County, its representatives and designees.

Authorizes any person, association, firm, company, law enforcement agency or personnel office to furnish any information including but not limited to business reputation, credit history, references, performance, criminal conviction record, civil record, and any other record, as well as any records or reports relating to the Company or me.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Authorized Signature (Include maiden name if applicable)

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone (Daytime)

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

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

**MUST SIGN AND DATE**

**ACKNOWLEDGEMENT OF PRINCIPAL,  
IF A CORPORATION, PARTNERSHIP OR INDIVIDUAL**

Vendor must check the appropriate description:

**CORPORATION** \_\_\_\_\_ **PARTNERSHIP** \_\_\_\_\_ **INDIVIDUAL** \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, AND

Before me, the subscriber, a Notary Public of the State of \_\_\_\_\_ personally appeared who, being by me duly sworn on his/her oath, doth depose and make proof to my satisfaction the he is the Secretary or Assistant Secretary of \_\_\_\_\_, the Corporation named in the within Instrument; that \_\_\_\_\_ is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporation seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for his/her voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed his/her name thereto as witness.

\_\_\_\_\_  
Signature of Secretary or  
Signature of Assistant Secretary

\_\_\_\_\_  
**Notarized and Notary Seal**

My Commission Expires: \_\_\_\_\_

**MUST BE SIGNED and NOTARIZED and NOTARY SEAL**

# BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the COUNTY OF ESSEX in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, **WHEREAS**, the Principal has submitted to the COUNTY OF ESSEX a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the supplying and furnishing of \_\_\_\_\_.

**NOW, THEREFORE,**

(a) If said Bid shall be rejected, or, in the alternate

(b) If said Bid shall be accepted and the principal shall execute and deliver a contract properly completed in accordance with said Bid and shall furnish a bond for his faithful performance of said Contract, 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 void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee 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 such of them as are corporations have caused their **CORPORATE SEALS** to be hereto AFFIXED and these presents to be signed by their proper officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
Attorney-in-Fact

(Corporate Seal)

**THIS FORM IS RECOMMENDED TO BE USED**

**CONSENT OF SURETY FORM**

STATE OF NEW JERSEY     )  
  )  
COUNTY OF                    )

IT IS HEREBY UNDERSTOOD AND AGREED that the

\_\_\_\_\_

duly authorized to transact business in the State of New Jersey, will become Surety on the bond  
of \_\_\_\_\_

\_\_\_\_\_

to the COUNTY OF ESSEX for the supplying and furnishing of  
\_\_\_\_\_  
\_\_\_\_\_

provided they are the successful bidder and are awarded the contract and make application to us for the required  
Performance and Payment Bonds.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**CORPORATE SEAL**

Surety

By: \_\_\_\_\_  
Attorney-in-fact

**ATTEST:**

\_\_\_\_\_  
As to Surety

**MUST BE COMPLETED and CORPORATE SEAL**

**BONDS OF CONTRACTORS ON PUBLIC WORKS AND IMPROVEMENTS**  
**(P.L. 1995, C. 384, 2A:44-143)**

When public buildings or other public works or improvements are about to be constructed, erected, altered or repaired under contract, at the expense of the contracting unit, as defined in section 2 of P.L. 1971, c. 198 (N.J.S.A. 40A:11-2), the board, officer or agent contracting on behalf of the contracting unit shall require the payment and performance bond, as provided for by law, with an obligation for the payment by the contractor, and by all subcontractors, for all labor performed or materials, provisions, provender or other supplies, teams, fuels, oils, implements or machinery used or consumed in, upon, for or about the construction erection, alteration or repair of such buildings, works or improvements and shall require that all payment and performance bonds be issued by a surety which meets the following standards:

- (a) The surety shall have a minimum surplus and capital stock or net ash assets required by R.S. 17:17-6 or R.S. 17:17-7, whichever is appropriate, at the time the invitation to bid is issued; and
- (b) With respect to all payment and performance bonds in the amount of \$850,000 or more. (i) if the amount of the bond is at least \$850,000 but not more than \$3.5 million, the surety shall hold a current certificate of authority, issued by the United States Treasury Circular 570, except that if the surety has been operational for a period in excess of five years, the surety shall be deemed to meet the requirements of this subparagraph if it is rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Insurance by regulation adopted pursuant to the "Administrative Procedure Act," P.L. 1968, c. 410 (C. 52:15B-1 et. seq.), and (ii) if the amount of the bond is more than \$3.5 million, then the surety shall hold a current certificate of authority issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305, that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570 and, if the surety has been operational for a period in excess of five years, shall be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies, which rating company or companies shall be determined pursuant to standards promulgated by the Commissioner of Insurance by regulation adopted pursuant to the "Administrative Procedure Act." P.L. 1968 C. 52:15B-1 et. seq.). A surety subject to the provisions of subparagraph (ii) of this subparagraph which does not hold a certificate of authority issued by the United States Secretary of the Treasury shall be exempt from the requirement to hold such a certificate if the surety meets an equivalent set of standards developed by the Commissioner of Insurance through regulation which at least equal, and may exceed, the general criteria required for issuance of a certificate of authority by the United States Secretary of the Treasury pursuant to 31 U.S.C. 9305. A surety company seeking such an exemption shall, not later than the 180th day following the effective date of P.L. 1995, c. 384, 2A:44-143 et. al., certify to the appropriate contracting unit that it meets or exceeds that equivalent set of standards set forth by the Commissioner as promulgated.

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

\_\_\_\_\_ Surety (ies) on the attached bond hereby certifies the following:

1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
  
2. The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 20\_\_\_\_\_ (most recent calendar year for which capital and supplies amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts): \_\_\_\_\_
  
3. (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):  
\_\_\_\_\_
  
- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established): \_\_\_\_\_
  
4. The amount of the bond to which this statement and certification is attached is  
\$ \_\_\_\_\_

**FILL IN THE BLANKS**

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

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

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

**CERTIFICATION**

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

I, \_\_\_\_\_ (name of agent), \_\_\_\_\_ as (title of agent) for \_\_\_\_\_ (name of surety), a corporation/mutual insurance company/other (indicate type of business organization) (circle one) domiciled in \_\_\_\_\_ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID.

\_\_\_\_\_  
Signature of certifying agent

\_\_\_\_\_  
Printed name of certifying agent

\_\_\_\_\_  
Title of certifying agent

**NOTE: Bid Bonds that contain the following language: "shall pay the Obligee the difference..." are unacceptable, the law is 10% of the bid amount not to exceed \$20,000.00.**

**FILL IN THE BLANKS**

**RECOMMENDED FORM**

**PERFORMANCE, AND LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ As Principal, and the  
\_\_\_\_\_ SURETY COMPANY a corporation organized and existing under the  
laws of the State of NEW JERSEY and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto  
COUNTY OF ESSEX as obligee in the penal sum of \_\_\_\_\_ for  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and  
assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the above named Principal did enter into a contract with COUNTY OF ESSEX  
for Contract No. \_\_\_\_\_ which contract is made part of this bond the same as though set forth  
herein.

NOW, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by IT to be done and performed according to  
the terms of the said contract, and shall pay all lawful claims of subcontractors, material men, laborers, persons, firms or corporations for labor  
performed or materials, provisions, provender or other supplies or teams, fuel, oils implements, or machinery furnished, used or consumed in the  
carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any  
subcontractor, material man, laborer, person, firm, or corporation having a just claim, as well as for the obligee herein; then this obligation shall be  
void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all  
claims hereunder shall in no event exceed the penal amount of this obligation as herein stated;

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans  
or specifications therefore, shall in any way affect the obligation of said Surety on its bond. This bond is given in compliance with the requirements  
of the statutes of the State of New Jersey in respect to bonds of contractors on public works. Revised Statutes of the State of New Jersey, N.J.S.A.  
2A:44-143 to 2A:44-147, both inclusive, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED, AND DATED THIS \_\_\_\_\_ day of \_\_\_\_\_

**Contractor**

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

ATTEST

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

**Corporate Seal**

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

ATTEST

**Notarized and Notary Seal**

(To be accompanied by the usual proof of authority of officers of Surety to Company to execute same)

## SPECIFICATIONS

### BID#16-154 - TO PROVIDE GENERAL ELECTRICAL IMPROVEMENTS, MAINTENANCE, REPAIRS AND NEW INSTALLATIONS TO VARIOUS ESSEX COUNTY PARK BUILDINGS AND FACILITIES

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#### SECTION I GENERAL

##### **1.1 SCOPE OF WORK**

The work of this agreement consists of performance of authorized General Electrical Improvements, maintenance repairs and new installations to various Essex County Park buildings and facilities by a Contractor who can demonstrate that he/she has the qualifications and experience to perform such work.

During the entire duration of this agreement, the Contractor shall be directed by the County to perform inspections, rehabilitations and improvements at specific areas. The Contractor must be able to be on site when instructed to do so within two hours.

**Vendor must bid prevailing wage for Essex County or bid will be rejected** - The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general wellbeing and to protect them as well as their employers from the effects of serious and unfair competition. Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed. Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

##### **QUALIFICATIONS**

The Contractor shall be a licensed electrician with a master's license and will be required to demonstrate that he/she has the qualifications and experience to perform such work. Contractor's employees shall be trained, licensed and experienced in Electrical work related to buildings, alarm systems, irrigation systems, water spray playgrounds, ice skating arena, golf courses, parking decks, and any other County owned properties. References of previous contracts, including cost and description, must be attached to bid proposal.

All necessary equipment must be available and used for working on site with complete safety, in full accordance with current law. The contractor must have access to machinery that can be used to access tower lighting.

Contractor's employees shall be trained in electrical work safety practices, lockout/tagout, confined space entry and both high and low voltage systems if and where applicable to the work being performed.

**1.2 DURATION OF AGREEMENT**

Twenty four (24) months from Date of Award. The County reserves the option for extension of the contract by an additional twenty-four (24) months, upon approval by the Essex County Board of Chosen Freeholders.

**1.3 ESTIMATE OF QUANTITIES**

The estimated quantities of the several items involved in the performance of this agreement and stated in the form of proposal are approximate. The actual quantities may be greater or less. Payment will be made only for the actual quantity of authorized work performed under each item.

**1.4 PARTS AND MATERIALS**

Parts, supplies and other materials used in the service repair of the specified equipment shall be those recommended by the manufacturer or approved equals. Parts and other materials to be used in service and repair under this contract are exempt from the New Jersey Sales Tax. The Contractor shall obtain the appropriate tax-exempt number from the County of Essex Department of Purchasing.

All parts, materials, and supplies shall conform to the applicable provisions of the latest National Electrical Code as published by the National Fire Protection Association and any other applicable standards. All material and supplies shall be delivered timely, in the correct quantity and to correct location.

**1.5 SUBCONTRACTORS WORK**

Should the nature of the repair require the Contractor to hire a subcontractor to perform specialized work, payment will be made for the actual cost of subcontractor plus 10% for overhead and profit. Any subcontractors work must be approved by the County Engineer. The contractor shall obtain at least three (3) quotes from different subcontractors to ensure a competitive price.

**1.6 NORMAL AND OVERTIME HOURS**

Normal working hours is 7:00 a.m. to 3:30 p.m. on weekdays. Overtime hours are 3:30 p.m. to 7:00 a.m. weekdays, Saturdays, Sundays and Holidays and/or as authorized by the County.

**1.7 METHOD OF PAYMENT**

Payment for all work performed under this contract shall be made on claim forms provided by the County of Essex.

**1.8 PERSONAL LIABILITY**

Before signing this contract the successful bidder shall comply with the following insurance requirements:

In carrying out the provisions of the Contract or in exercising any power or authority granted them by their positions, there shall be no liability upon Essex County, it is being understood that in such matters they act as agents and representatives of the County.

**1.9 DAMAGE CLAIMS**

The Contractor shall indemnify and hold harmless the County of Essex and its members, officers, agents and servants and each and every one of them against and from all suits and costs of every kind and description and from all damages to which the Essex County Board of Chosen Freeholders, its members or any of its officers, agents and servants, may be subjected by reason of injury to the person or property of other resulting from the performance of or defective machinery, implements or appliances used by the Contractor in the performance of this agreement, or through any act or omission on the part of the Contractor, subcontractor, their agents, employees, and servants and he shall further indemnify and save harmless the Counties, their members or any of their officers, agents, and each and every one of them, from all suits and actions of any kind of character whatsoever which may be brought or instituted by any subcontractor, material man or laborer who has performed work or furnished materials in or about the project or by or on account of any claim or amount recovered for any infringement or patent trademark or copyright.

The Contractor shall indemnify and hold harmless the Board of Chosen Freeholders of the County of Essex, its members, officers, agents and servants and each and every one of them from all loss or damage occasioned to them or to any third person or property by reason of any carelessness or negligence on the part of the Essex County Board of Chosen Freeholders, the Contractor, subcontractors, their officers, agents and servants in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the Essex County Board of Chosen Freeholders, its members, officers, agents and servants by any third person alleging injury by reason of such carelessness or negligence, and will pay any judgment which may be obtained against them in such suit.

## SECTION II SERVICES

### 2.1 DESCRIPTION

Only an authorized representative from the Essex County Department of Parks may authorize and direct the contractor to perform services.

No services will be performed by the Contractor until authorized by the designated representative from the Essex County Department of Parks authorizes the work.

The Contractor shall provide the appropriate manpower, tools, equipment and materials to successfully complete each work assignment. The Contractor shall agree to provide services during the normal working hours of 7:00 a.m. through 3:30 p.m. Contractor shall also agree to provide services on weekends, after normal working hours and legal holidays as requested by the County. The Contractor is required to be available 24 hours per day, seven days per week and shall respond within six (6) hours of notification for normal work assignments and within two (2) hours for emergency assignment.

Contractor is responsible for all removal of debris and garbage generated during their work from the site after it is completed. They must be disposed of in a legal fashion.

If digging is involved with the work being done it is the responsibility of the contractor to call for mark outs and required permits necessary. When work is completed it will be the contractor's responsibility to restore the disturbed areas back to the way they were or better prior to the work. All stones must be raked up and removed, grass areas disturbed top-soiled, and reseeded. Concrete areas and asphalt areas disturbed shall be restored to the condition they were prior to any work performed by the contractor.

### 2.2 QUANTITY AND PAYMENT

The quantity of work performed during normal working hours for which payment will be made, will be the number of normal man-hours actually performed at the site and the materials actually used.

The quantity of work performed during overtime hours of which payment will be made will be the number of overtime man-hours actually performed at the site and the materials actually used.

Payment will be made for the quantity as above determined at unit price bid for the items ELECTRICIAN, FOREMAN SERVICES HOURLY RATE and ELECTRICIAN, JOURNEYMAN SERVICES HOURLY RATE in the proposal, which price includes the cost of labor, traveling, equipment and tools normally associated with the type of services, benefits, overhead, profit incidental thereto. And all else necessary therefore and Payment for parts and materials will be made as per actual cost of parts and materials authorized by the engineer, paid by the contractor plus 10% for handling and overhead, provided that the contractor submits paid receipts.

### **2.3 PROJECT REPORT SHEET**

After each performance of service/repair at the site, the Contractor will be required to sign a "Project Report Sheet".

No payment will be made without the submission of the project report sheet.

The hours actually worked shall be confirmed by the Essex County Department of Parks representatives by signing the Project Report Sheet at the beginning of the work day. No payment will be made without properly executed Project Report Sheet.

The vendor shall comply with provisions of "Prevailing Wage Act" N.J.S.A. 34:11.25 and 34:1B-5, Chapter 150 Laws of 1963. Together with the invoice for payment, the vendor shall submit certified payroll covering the period of work performed for Essex County. Certified payroll is required also for subcontractors.

Fringe Benefits are an integral part of the prevailing wage rate and are in addition to those wages tabulated as rate per hour. Employers not paying these benefits to a payee designated in a collective bargaining agreement shall pay the benefits directly to the employee on each pay day.

**PROPOSAL PAGE**

**BID#16-154 - TO PROVIDE GENERAL ELECTRICAL IMPROVEMENTS,  
MAINTENANCE, REPAIRS AND NEW INSTALATIONS**

The below signed has read and understands the specifications and proposes to furnish all labor, equipment and material necessary to complete in every detail the work indicated on the attached specifications for the contract period of Twenty Four (24) months from Date of Award.

<b>Normal working hours</b>	<b>Per Hr.</b>	<b>Est. hrs.</b>	<b>Totals</b>
a) Foreman - regular hourly rate – M-F 7:00 am - 3:30 pm	_____	1700	_____
b) Journeyman - regular hourly rate - M-F 700 am - 3:30 pm	_____	1700	_____
c) Foreman - weekends, holidays and after hours	_____	90	_____
d) Journeyman- weekends, holidays and after hours	_____	90	_____
e) % of Markup on Parts*	\$106,000		
	<i>Est. Parts</i>	<i>% Markup</i>	<i>plus % markup</i>
or			
f) % of Discount on Parts*	\$106,000		
	<i>Est. Parts</i>	<i>%</i>	<i>less % discount</i>
		<i>Discount</i>	<i>less % discount</i>

**Total estimated cost of parts and labor\*** \$ \_\_\_\_\_

**\*NOTE:** For Parts you can only mark item "e" or item "f"; and should you mark amounts in both your bid will be disqualified as non-responsive. Also, vendor must bid on "a-d" and either "e" or "f" to be considered for award.

TOTAL BID AMOUNT IN FIGURES: \_\_\_\_\_

TOTAL BID AMOUNT IN WORDS: \_\_\_\_\_

VENDOR'S COMPANY NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TAX I.D. OR SOCIAL SECURITY NUMBER \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_