

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

**FURNISHING OF GALVALUME BOX GUTTER REPLACEMENT AND REPAIRS
AND SNOW GUARD INSTALLATION AT BLDG #2514, THE CHARLESTON
SPRINGS GOLF CENTER**

BID No: #0032-14

BID ADVERTISED: THURSDAY, MARCH 27, 2014

BID DUE: WEDNESDAY, APRIL 16, 2014 at 10:00 AM



Prepared By:

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

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NOTE: PREVAILING WAGE RATE DETERMINATION

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

TO APPEAR IN PAPER: THURSDAY, MARCH 27, 2014

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Monmouth County Board of Recreation Commissioners at the Monmouth County Park System HEADQUARTERS BUILDING, Thompson Park, 805 Newman Springs Road, Lincroft, New Jersey 07738, until **10:00 a.m.**, prevailing time on **WEDNESDAY, APRIL 16, 2014** and then publicly read aloud for the following:

**1. FURNISHING OF GALVALUME BOX GUTTER REPLACEMENT
AND REPAIRS AND SNOW GUARD INSTALLATION AT BLDG
#2514, THE CHARLESTON SPRINGS GOLF CENTER
(BID #0032-14)**

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

Bids must be submitted on the proposal form provided or an exact duplicate in the manner designated and required by the specifications. Bid submitted must be enclosed in sealed envelopes bearing the name and address of the bidder, the title of the bid, and the words “Sealed Bid.” Bids are to be addressed to the Purchasing Agent, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, New Jersey 07738. Bids must be delivered at the place and before the hour mentioned above.

All bidders are required to comply with requirements of P.L. 1975, c.127, N.J.S.A. 10:5-31, et seq. (N.J.A.C. 17:27) (Affirmative Action), 42 U.S.C. 512101, et seq. (Americans with Disabilities Act), and N.J.S.A. 40A:11-16 “Designated Subcontractors,” N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 34:11-56.25, et seq. (Prevailing Wage), P.L.1999, s.238, as amended by P.L.2003, c.91 (Public Works Contractor Registration Act) and all other laws and regulations that apply to bidding and the performance of the proposed contract.

The Monmouth County Board of Recreation Commissioners reserves the right to waive any informality in, or to reject any or all bids, and to award contracts in whole or in part, if deemed in the best interest of the Board to do so.

The Monmouth County Board of Recreation Commissioners shall reserve the right to hold bids for sixty (60) days prior to award of contracts.

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

By order of the Board of Recreation Commissioners of the County of Monmouth.

Fred J. Rummel, Chairman
James J. Truncer, Secretary-Director
Stephanie Weise, Purchasing Agent

NOTICE

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L.1999, s.238, as amended by P.L.2003,c.91)

Revision to Existing Law effective August 17, 2003:

34:11-56.51 Registration required for contractors, subcontractors.

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963,c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

34:11.56.55 Submission of all subcontractor registration certificates by contractor.

Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section.

L.1999,c.238,s.8; amended 2003,c.91., s4.

Registration now pertains to ALL ‘PUBLIC WORKS’ not just buildings with public access.

SUBMITTED BY: _____

(Company Name)

PROPOSAL

**FOR THE FURNISHING OF GALVALUME BOX GUTTER REPLACEMENT AND REPAIR
AND SNOW GUARD INSTALLATION AT BLDG #2514,
THE CHARLESTON SPRINGS GOLF CENTER
TO THE MONMOUTH COUNTY BOARD OF RECREATION COMMISSIONERS,
LINCROFT, NEW JERSEY.**

The undersigned hereby declares that __he has carefully examined the advertisement, specifications, and form of the contract for furnishing the specified items, and that __he will execute the contract according to the specifications, terms, and conditions with respect to the following:

<u>ITEM</u>	<u>TOTAL</u>
1. Remove and replace six (6) damaged sections of galvalume box gutters -- approximately 70 linear feet -- matching the existing in size, profile and material	\$ _____
2. Relocate one leader at the concession back entrance, matching the existing in size, style and material. Seal existing cut out in gutter.	\$ _____
3. Seal all gutter seams and leader connections using Soprema Alsan flashing, or an approved equal	\$ _____
4. Install a ColorGard Snow Retention System on designated roofs -- approximately 200 linear feet -- using S-5-Z clamps, following manufacturer's instructions. Remove the existing adhesively-fastened snow guards on these designated roofs and re-attach them on the other roofs, with adhesive, where they are missing.	\$ _____

TOTAL LUMP SUM BID: \$ _____

N.J. TAX EXEMPTION NO. #69-0220842

VARIANCE, IF ANY: _____

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

CONTRACTOR _____

SIGNATURE _____

ADDRESS _____

FEDERAL ID NO. OR SOCIAL SECURITY NUMBER _____

BUSINESS PHONE _____ FAX# _____

DATE _____

CONTRACTORS QUALIFICATION AND REFERENCES

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

References:

1. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

2. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

3. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

4. Name of Project: _____

Address: _____

Description of Work: _____

Year Installed: _____

Name of Contact: _____

Phone Number of Contact: _____

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO BIDDERS—Continued

13. **UNIT PRICE BIDS:** When unit price bids are required, the unit prices entered on the Bid Form shall reflect the actual cost to be charged to the Park System for each item, including the Bidder's anticipated direct and other costs, overhead and profit directly related to each bid item. When the Bidder intends to bid zero for a unit price bid item, a "0" shall be entered for the unit price and the extended price.
14. **CORRECTION OF FAULTY ARITHMETIC:** The Park System shall have the right to check and correct the addition of all prices entered on any Bid Form, and will unilaterally substitute correct totals wherever a Bidder's entries are not correct. In the case of unit price bids, the Bidder's unit price shall prevail if the extended price entered on the Bid Form does not equal the Bidder's unit price multiplied by the quantity printed on the Bid Form. In any such instance the Bidder will be informed of the Park System's corrections.
15. **DESIGNATED SUBCONTRACTORS:** The Bid Form will provide for the Bidder to name its proposed Designated Subcontracts if the provisions of N.J.S.A. 40A:11-16 apply to the proposed Contract. Changing of such named Designated Subcontractors will not be permitted after the opening of Bids.
16. **PREVAILING WAGES & LABOR LAWS:** The New Jersey Prevailing Wage Act will apply to the proposed Contract (P.L. 1963, C. 150). By submitting its Bid the Bidder attests that neither they, their company, nor any of their intended subcontractors are prohibited from being awarded their contracts for failure to pay prevailing wages (N.J.S.A. 34:11-56.38). The Contractor and its subcontractors must submit certified payroll records to the Park System's designated representative within ten days of the payment of wages (N.J.A.C. 12:60-1). [Call N.J. Department of Labor at 609-292-2283 to obtain certified payroll form.]
17. **AFFIRMATIVE ACTION & EQUAL OPPORTUNITY:** The Affirmative Action Regulation of the State of New Jersey will apply to the proposed Contract. (P.L. 1975, C.127). A copy of the Mandatory Affirmative Action Language for Construction Contracts and EEO/Affirmative Action Compliance Notice Checklist is provided in the Bidding Documents to County's Form of Agreement. The Initial Project Manning Report must be submitted within three days of signing the Contract. Monthly Project Manning Reports must be filed with the New Jersey Affirmative Action Office, with copies to the Monmouth County Park System's Purchasing Agent.
18. **U.S. PRODUCTS REQUIRED:** Bid prices must fully account for the use and incorporation in the Work of only manufactured and farm products of the United State of America, wherever they are available (N.J.S.A. 40A:11-18). The Contract Sum will not be increased for any reasons that may stem from the Bidder's failure or neglect to account for this.
19. **FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR:** A copy of the Park System's standard form of Agreement is included in the Bidding Documents.
20. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with the provisions and requirements of the Americans With Disabilities Act, Equal Opportunity for Individuals With Disabilities, a copy of which is included in the Bid Documents.
21. **PUBLIC WORKS CONTRACTOR REGISTRATION ACT:** Public Works Contractor Registration Act: The Public Works Contractor Registration Act (P.L.1999, c238 as amended by P.L. 2003, c91). No contractor shall bid on any contract for public work as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L. 1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

INSTRUCTIONS TO BIDDERS—Continued

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

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS - CONSTRUCTION

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

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

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

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


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

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

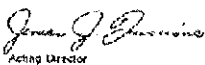
Any questions in this regard can be directed to the Division of Revenue at (609) 292-9292. Form NJ-REG can be filed online at: <http://www.state.nj.us/treasury/revenue/gettingregistered.shtml>

INSTRUCTIONS TO BIDDERS—Continued

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

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

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 222 TRENTON, N.J. 08646-0222</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM REG-05-03 This is not a bill or receipt. It is not to be used as a receipt for any other purpose.</small>		

INSTRUCTIONS TO BIDDERS—Continued

BIDDER'S CHECKLIST

BID# _____

(Owner's checkmarks)

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

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

- Bid Proposal (Original) _____
- List of Designated Sub-Contractors _____
- Acknowledgement of Receipt of Addenda or Revisions (if any) _____
- Statement of Ownership _____
- Non-Collusion Affidavit _____
- Other _____

**B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY
PRIOR TO AWARD OF CONTRACT**

- Copy of Public Works Contractor Registration Act Certificate for the bidder and the designated subcontractors, effective on the date of bid, prior to award of contract _____
- Copy of New Jersey Business Registration Certificate for the bidder and any designated subcontractors - prior to award of contract _____
- EEO/Affirmative Action Compliance Notice Checklist _____
- References / List of previous and/or active relevant work (CQ&R-1) _____
- Contractor's Qualification Statement _____
- Other: (Activities in Iran Form) _____

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT OFFICIAL COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

INSTRUCTIONS TO BIDDERS—Continued

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY OF _____)

(type or print affiant's name)

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

(type or print name of Bidder)

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

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

Sworn and Subscribed to
before me this _____ day

of _____ 200_ /s/ _____
/s/ _____
(Title)

NOTARY PUBLIC OF _____
(state)

My commission expires _____

INSTRUCTIONS TO BIDDERS

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

INSTRUCTIONS TO BIDDERS—Continued

COMPANY NAME _____

STATEMENT OF OWNERSHIP

BIDDER is (check one): Corporation Partnership Joint Venture

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

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

NOTES:

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

INSTRUCTIONS TO BIDDERS—Continued

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

IN WITNESS WHEREOF, the parties have signed this agreement.

ATTEST:

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

JAMES J. TRUNCER
Secretary-Director

By: _____
FRED J. RUMMEL
Chairman

ATTEST:

[CONTRACTOR]

(Corporate Seal)

[Name and title of person attesting]

By: _____
[Name and title of person signing]

INSTRUCTIONS TO BIDDERS

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each

INSTRUCTIONS TO BIDDERS—Continued

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

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A.) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et. seq.**, as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B.) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1.) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to **N.J.A.C. 17:27-5.3**, of its workforce needs, and request referral of minority and women workers;
 - (2.) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3.) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or

INSTRUCTIONS TO BIDDERS—Continued

- subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4.) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5.) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6.) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
- (i.) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii.) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii.) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv.) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- (7.) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
-

INSTRUCTIONS TO BIDDERS—Continued

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____

SIGNATURE
: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INSTRUCTIONS TO BIDDERS—Continued

PREVAILING WAGE RATE DETERMINATION

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

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

INSTRUCTIONS TO BIDDERS—Continued

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

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

PART 1 – CERTIFICATION – CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Relationship to Bidder / Respondent: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

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

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

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

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

Full Name (Print) _____ Signature: _____

Title: _____ Date: _____

GENERAL CONDITIONS OF THE CONTRACT

1. **OWNER:** The Owner is the County of Monmouth, Monmouth County Board of Recreation Commissioners. The County's representative after execution of the contract is the Monmouth County Park System (PHONE: 732-842-4000 FAX: 732-842-4162).
2. **CONTRACT DOCUMENTS:** The Contract Documents include the Bidding Documents, the Contractor's completed Bid Form, the executed Agreement, executed Change Orders and Construction Change Directives, and approved product submittals and shop drawings.
3. **GOVERNING LAW:** The Contract shall be governed by the Laws of the State of New Jersey.
4. **DESIGN PROFESSIONAL:** "Design Professional" is the Monmouth County Park System's consultant or employee who prepared the plans and specifications of the work to be performed under the Contract.
5. **INTENT:** The Contractor's execution of the Agreement is a representation that the Contractor has visited the site, become familiar with local conditions, and correlated personal observations with requirements of the Contract Documents. The intent of the Contract Documents is to include all items which are necessary for the Contractor to complete the work. The Contractor shall not be entitled to make any claims for recovery of costs which arise from the Contractor's failure to fully understand the intent and content of the Contract Documents.
6. **PERMITS, FEES AND NOTICES:** The Contractor shall obtain all municipal, county and state permits needed to perform the Work. The Park System will pay any permit application fees which are not required to be waived by the provisions of the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.). The Park System will not pay for permits needed to deliver materials or equipment to the site. The Contractor shall fully and properly coordinate its work with all public utility companies and agencies which may be impacted by the Work. The Contractor shall be solely responsible for scheduling governmental agency inspections of the work, and to obtain all certificates of occupancy upon completion of the Work. The Contractor will notify the Owner's representative when such inspections are scheduled.
7. **SUPERVISION OF THE WORK:** The Contractor shall be solely responsible for supervising and coordinating the Work.
8. **USE OF SITE:** The Contractor shall confine its activities at the site to areas permitted by the Contract Documents, and public law, ordinances and regulations. The Contractor shall not unreasonably encumber the site with its equipment and materials, and shall maintain orderly and safe traffic conditions on any public thoroughfare impacted by the Work.. Utility shutdowns which will impact the Park System's operations must be scheduled and approved beforehand by the Park System.
9. **CUTTING AND PATCHING:** The Contractor shall be responsible for cutting, fitting and patching needed to complete the Work or to make its parts fit together.
10. **CLEANING UP:** The Contractor shall keep the site and surrounding areas free from inordinate accumulations of waste materials and rubbish caused by its operations. At completion of the Work the Contractor shall remove from the site and surrounding areas the Contractor's tools, equipment and machinery, and all rubbish, waste, and surplus materials.
11. **ACCESS TO THE WORK:** The Contractor shall not in any way hinder the Park System's and its Design Professional's access to the Work in progress.
12. **CONTRACTOR'S INDEMNIFICATION:** The Contractor shall indemnify and save harmless the County, its officers, servants and agents from all damages, claims, suits and costs,

General Conditions of the Contract - Continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions of the Contract - Continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions of the Contract - Continued

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

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

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

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

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

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

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

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

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

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

General Conditions of the Contract - Continued

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions of the Contract - Continued

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions of the Contract - Continued

35. SUSPENSION FOR COUNTY'S CONVENIENCE:

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

36. ELECTRICAL & MECHANICAL EQUIPMENT:

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

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

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

the extended agreement directly with the manufacturer.

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

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

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

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

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

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

General Conditions of the Contract - Continued

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

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

**SPECIFICATIONS FOR THE FURNISHING OF GALVALUME
BOX GUTTER REPLACEMENT AND REPAIRS
AND SNOW GUARD INSTALLATION AT BLDG #2514,
THE CHARLESTON SPRINGS GOLF CENTER**

LOCATION:

101 Woodville Road (Route 527)
Freehold, New Jersey, 07728-8215

SCOPE:

1. Cut off, remove and replace in kind six damaged sections of 8” galvalume box gutters.
2. Relocate one leader from the left side of the concession back entrance to the right side of the entrance.
3. Seal all seams between gutter sections and all gutter-to-leader connections.
4. Install approximately 290 linear feet of S-5! ColorGard snow retention system.

The contractor is to provide all materials and labor required for construction and application. All materials and workmanship shall be to the satisfaction of the Owner. The Contractor shall cooperate with the Park System to prevent any deviation from the Specifications in material or scope of work.

Submittals are due for all products to be used. If submitting an alternative, include test reports or certifications substantiating that the product complies with requirements and is an equal substitution for what is specified.

GENERAL REQUIREMENTS

1. Proposal: The attached proposal must be submitted in order for bidders to be considered. The Purchasing Committee reserves the right to accept or reject any or all bids and to award in a manner that will be in the best interest of the Park System.
2. Insurance: The Contractor shall maintain the following insurance coverage, and provide the Park System a Certificate (ACORD[®]) of same, naming the Monmouth County Park System as the Certificate holder.
 - A. **Worker’s Compensation and Employer’s Liability**—covering all of the contractor’s employees engaged in the performance of the contract in accordance with the requirements of the laws of the State of New Jersey, including voluntary compensation/all States endorsement.
 - B. **General Liability:** Bodily injury and property damage, including coverage for: premises / operations; products / completed operations; broad form property damage;

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

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

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

3. Site Investigation: It is expected that the Contractor will acquaint himself with all available information concerning site conditions and the scope of work prior to offering a bid. Failure to do so will not relieve the Contractor of the responsibility of performing the work.
4. Work Sequence: On-site construction and/or delivery of materials will not be permitted until a Purchase Order has been issued to the Contractor. Once the Purchase Order and Notice to Proceed are issued, the Contractor shall have 15 days to mobilize and begin work.
5. Submittals
 - A. The Contractor shall prepare an estimated Construction Schedule for Park System approval.
 - B. Prior to beginning work, all submittals for materials to be used shall be supplied by the Contractor and approved by the Park System.
Materials and workmanship will strictly comply with the technical Specifications.
6. A pre-construction meeting shall be scheduled before the actual start of work.
7. Hours: All on-site work will be confined to Monday to Friday, between the hours of 7:00 AM and 5:00 PM. No work allowed on holidays.
8. Occupancy: The Contractor's work shall not interfere with adjacent services and facilities. All construction related vehicles, equipment and supplies will be restricted to the designated staging area, and shall not hinder the public's access.
9. Utilities: Arrangements for utilities shall be coordinated with the Park System. Electric and water are available for the Contractor's use on site.
The Contractor will be permitted to use the existing sanitary facilities on site.

10. Security: The Contractor shall coordinate all security concerns with the Park System, including access to the site. The Contractor shall be held responsible and liable for securing all materials and equipment left on site.
11. Environmental
 - A. The Park System shall designate a staging area for construction and materials and parking for the Contractor's vehicles during the project. This area and the work area immediately around the building shall be maintained, and cleaned up at the end of each day.
 - B. The Contractor shall comply with all requirements of the New Jersey Department of Environmental Protection.
 - C. Disposal of volatile liquids on site (mineral spirits, oil, gasoline, paint) is strictly forbidden. Clean up and disposal operations shall comply with all Federal, State and Local regulations.
 - D. Fuels, lubricants and other hazardous materials shall not be stored on site.
 - E. There shall be at least one fully charged, minimum 10 lb. multipurpose (ABC) fire extinguisher on site at all times. It shall be in an accessible, visible location at all times. All workers shall be instructed in the use of fire extinguishers.
There is **ABSOLUTELY NO SMOKING WITHIN 25 FEET OF THE BUILDING**.
 - F. Products shall be stored and protected in accordance with Manufacturers' instructions, with seals and original containers and labels intact and legible.
 - G. Final cleanup shall consist of the removal of all tools, equipment, surplus materials, waste and scrap debris from the site. All traces of smudges, markings or stains shall be removed from the building. Pavement surfaces should be broom cleaned. Grass areas should be hand raked of all construction debris.
12. Final Acceptance: Final acceptance of the work shall be acknowledged when the work has been inspected for strict compliance with the Specifications, all Punch List items have been completed to the Park System's satisfaction, and all close out documents are in order and have been approved.

GUTTER REPLACEMENT

1. Field Supervision: There shall be a full-time supervisor on site at all times gutter replacement is in progress.
2. Mock up: The Contractor will prepare a sample section of galvalume gutter at least 18 inches long that will demonstrate the quality of materials and workmanship expected in replacing the damaged gutter sections, specifically matching the existing in size, profile and material. Include the hidden hanger to be used. Work on the gutter replacement cannot proceed until Park System approval of the mock up.

3. Gutter replacement includes four (4) lengths of damaged galvalume box gutter, totaling approximately 40 linear feet, above the Pro Shop at the southwest corner of the building. Two are located on the south side and two are located on the west side.
4. Gutter replacement also includes a 12' length of gutter over the Pro Shop on the north (parking lot) side of the archway, and an approximately 17' length of gutter on the south (putting green) side of the archway. The outer edges of all of these sections have been bent out of shape under the weight of accumulated snow and ice.
5. Removal of the damaged existing gutter will be done by cutting the flange along the back edge of the gutter, leaving an inch of flange protruding beyond the bottom edge of the roof panels. Install new gutter sections, matching the size, profile and material of the existing. Position the back edge of the new gutter under the remaining 1" strip of flange, and secure to the fascia with galvanized hidden brackets spaced every 16 inches.
6. To minimize the number of gutter seams, it is preferable to replace these sections in one piece segments – i.e. in lengths as much as 20'.
7. Apply Soprema Alsan flashing, a liquefied polyurethane-bitumen resin, or an approved equal, between the two sections of gutter at the joints, and pop rivet the seams every 1", staggering the rivets.

GUTTER REPAIR

1. Gutter repair includes removing and relocating the leader on the south end of the concession and locker room wing, from its present location on the left side of the concession back entrance to the right side of the entrance. The new leader is to run outside the patio railing, and be extended to discharge into a splash block on the ground. Match the existing leaders in size, style and material. Patch the existing hole in the gutter with galvalume material, and seal with Soprema Alsan flashing, using the method described below.
2. Gutter repair also includes sealing the new seams resulting from gutter replacement and all other existing seams between gutter sections, as well as sealing all gutter-to-leader connections, using Soprema Alsan flashing, reinforced with Alsan PolyFleece, according to manufacturer's instructions, or an approved equal.
3. The surface of the gutters in the area of the application must be clean. Remove all debris in the gutters and any loose existing flashing prior to application of the base coat of Alsan flashing. If necessary use a clean cloth to wipe off any remaining dirt and dust. Once clean, lightly abrade the surface at least 3 inches on either side of the seam with fine sandpaper to promote better adhesion.
4. Apply the base coat of Alsan flashing 3" on either side of the gutter seam with a paint brush or roller. Immediately apply a 6" wide strip of Alsan PolyFleece flashing reinforcement on this impregnation coat. Using a paint brush or roller, immediately apply the top, waterproofing, layer of Alsan flashing over the reinforcement.

5. **Note:** flashing should only be applied to a clean dry surface at temperatures between 40 and 95 degrees Fahrenheit. Allow at least 12 hours before rain is forecast following the waterproofing coat.
6. Note Precautions:
 - Smoking is not permitted within 25 feet of the building or in the vicinity of the Alsan flashing work or storage areas.
 - Keep the flashing away from heat and flames and from all objects that may produce sparks.
 - Avoid inhaling vapors from the flashing and any contact with skin or eyes. The manufacturer recommends wearing protective gloves.

SNOW GUARD INSTALLATION

1. An S-5! ColorGard Snow Retention System is to be installed only on the roofs of the building that overhang the patio in the central area of the Golf Center, a total of approximately 290 linear feet. This includes the three roof sections on either side of the middle archway, each approximately 33 linear feet, and the two roof sections on the south end of the building, each approximately 45 linear feet.
2. The existing snow guards, presently attached with adhesive, are to be removed on only these roof areas. The Contractor is to use as many of these snow guards as needed to replace missing snow guards on the rest of the roofs, and leave the remainder with the Golf Center personnel.
3. The ColorGard System is to be installed using aluminum S-5-Z clamps that are customized to attach to the Golf Center's Merchant & Evans Zip-Rib system, following the ColorGard System manufacturer's instructions. **Note:** For this installation, color strips matching the roof color are **not** being used in the ColorGard cross member.
4. To establish a straight line for the installation of the clamps, attach a string line across the tops of the panel ribs, perpendicular to the ribs, at approximately one foot up from the eaves. Place the clamps along the string line on every rib, orienting all clamps so that the set screws are all on the same side of the rib and the bolt holes on the top of the clamps are on the upslope end of the clamps. The manufacturer recommends tightening and re-tightening the setscrews as the seam material compresses, and periodically verifying the setscrew torque using a calibrated torque wrench (130-150 inch-pounds for 24 gauge metal/ 160-180 inch pounds for 22 gauge metal).
5. Insert the appropriate number of VersaClips into the ColorGard cross member, allowing one VersaClip for each clamp. Before securing the VersaClips to the clamps, slide the SnoClips on the back (upslope side) of the ColorGard cross member from the end of the cross member. Allow one SnoClip in the middle of each roof panel.

6. **Note:** The SnoClip III has three locking channels to choose from, and works with a range of seam heights from 1 ¾" to 3". The standing seams on the Charleston Springs Golf Center are 2 ½" high. When downward pressure is placed on the clip's rubber "foot", the "toe" of the properly installed SnoClip touches the roof panel before the "heel" does.
7. Attach the ColorGard assembly to the S-5-Z clamps using the VersaClips and the stainless steel bolts and washers provided with the clamps. Add splice pieces (supplied with the cross members) at each ColorGard joint. The "dimple" in the splice piece will automatically provide a 1/8" space between adjoining sections to allow for linear thermal expansion of the ColorGard.
8. Walking, standing or kneeling on the metal roof during the installation process should be avoided. Any roof panels or seams damaged during installation must be replaced or repaired to the Owner's satisfaction, at no expense to the Owner.

PARK SYSTEM CONTACT

Questions regarding this Contract can be addressed to John Eisemann at (732) 842-4000, ext. 4335

PERIOD OF CONTRACT

Work must be scheduled and completed within four weeks of Notice to Proceed, depending on weather conditions.

METHOD OF AWARD

Award will be made to the bidder offering the lowest total lump sum price to the Park System on the proposal page.

PREVAILING WAGES:

PLEASE NOTE: This work is subject to New Jersey Prevailing Wage Rates.

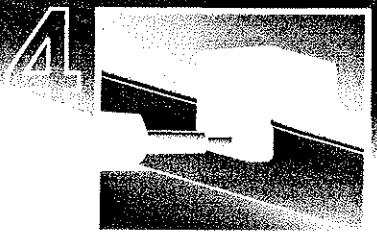
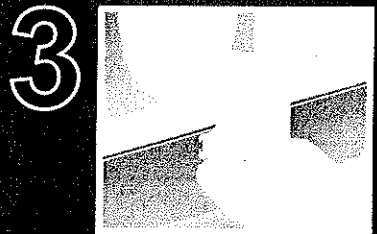
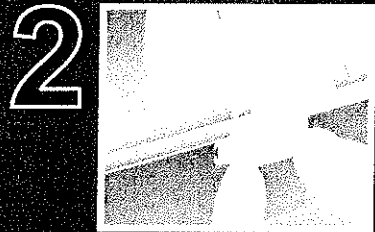
S-5!®

The Right Way!

S-5-Z Clamp

The S-5-Z clamp is specially developed to fit profiles having a round "bulb" seam configuration. Its two-piece design allows it to be easily installed anywhere along the length of the rib. The S-5-Z is perfect for use with S-5!® ColorGard® snow retention system and other heavy-duty applications.

Installation is as simple as placing the clamp on the seam, positioning the insert piece, and tightening the patented round-point setscrews to the specified tension. Then, affix ancillary items using the bolt provided. Go to www.S-5.com/tools for information and tools available for properly attaching and tensioning S-5! clamps.



S-5-Z and S-5-Z Mini

metal roofs!

The right way

The S-5-Z clamp is specially developed to fit profiles having a round "bulb" seam configuration.

888-825-3432

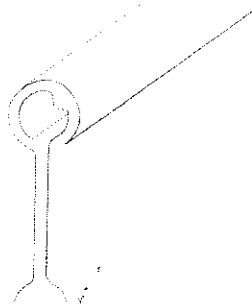
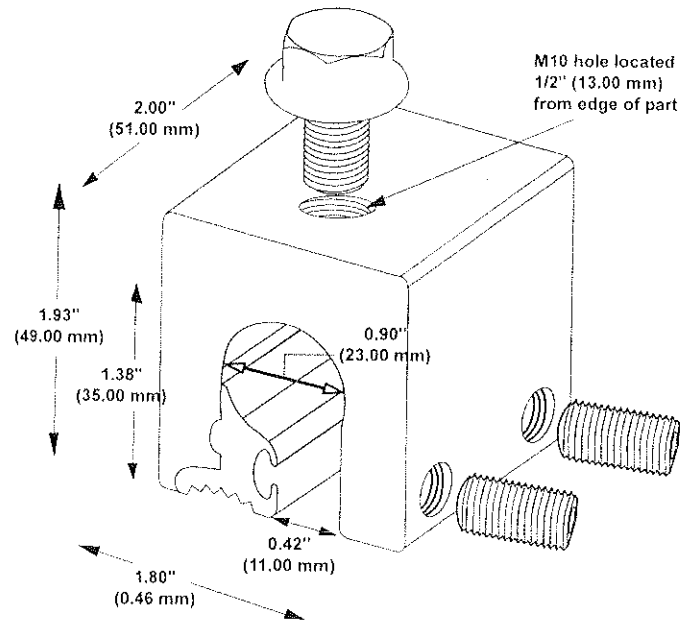
S-5![®]

The Right Way!

The strength of the S-5-Z clamp is in its simple design. The patented setscrews will slightly dimple the metal seam material but will not puncture it—leaving roof warranties intact.

The S-5-Z and S-5-Z Mini clamps are each furnished with the hardware shown to the right. Each box also includes a bit tip for tightening setscrews using an electric screw gun. A structural aluminum attachment clamp, the S-5-Z is compatible with most common metal roofing materials excluding copper. All included hardware is stainless steel. Please visit www.S-5.com for more information including CAD details, metallurgical compatibilities, and specifications.

The S-5-Z clamp has been tested for load-to-failure results on a variety of bulb shaped standing seam roof profiles from leading manufacturers of panels. The independent lab test reports found on our website at www.S-5.com prove that S-5![®] holding strength is unmatched in the industry.



Please note: All measurements are rounded to the second decimal place.

S-5![®] Warning! Please use this product responsibly!

Products are protected by multiple U.S. and foreign patents. Visit the website at www.S-5.com for complete information on patents and trademarks. For maximum holding strength, setscrews should be tensioned and re-tensioned as the seam material compresses. Clamp setscrew tension should be verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel, and between 130 and 150 inch pounds for all other metals and thinner gauges of steel. Consult the S-5! website at www.S-5.com for published data regarding holding strength.

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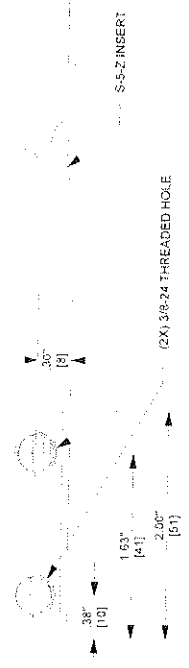
S-5-Z

M10-1.5 THREADED HOLE



SCALE: 2X

S-5-Z MATES WITH S-5-Z INSERT



Notes

1. S-5-Z
2. S-5-Z INSERT
3. M10-1.5 X 16MM HEX FLANGE BOLT
4. 3/8-24 X .8" ROUND POINT SETSCREW
5. EXAMPLE PROFILE

FOR STANDING SEAM SPECIFIC MECHANICAL LOAD TEST INFORMATION AND CLAMP INSTALLATION INFORMATION PLEASE VISIT: WWW.S-5.COM

MATERIALS:	
6061 T6	
EPIC ASS'Y/CLAMP/W/SH-11	
.57 LBS	
SUPPLIED HARDWARE:	
SEE LISTING FOR HARDWARE	
DATE: 08/11/09	

METAL ROOF INNOVATIONS, LTD. 8655 TABLE BUTTE RD COLORADO SPRINGS, CO 80908 719-498-6818 719-498-0043 (FAX)	
The Right Way!	
FILE	S-5-Z
DRAWING NO.	Z13-A-4-A (CT)
DATE	08/11/09

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S-5![®]

The Right Way!

The right way

Installation Instructions

Stop! Has your ColorGard[®] system been designed properly with the assistance of a distributor or the online ColorGard calculator? If not, see our Calculator and Load Table at www.S-5.com, or ask your distributor!

Notice to S-5![®] users: Specific layout and assembly schematics for S-5! products are the responsibility of the user or project designer. Due to the many variables involved with specific panel products, climates, snow melt phenomena, and job particulars, the manufacturer cannot and does not express any opinions as to the suitability of any S-5! assembly for any specific application and assumes no liability with respect thereto. S-5! clamps are tested for ultimate holding strength on various seam types and materials. This information is available from the S-5! website: www.S-5.com. This document is an installation guide only and the photographs and drawings herein are for the purpose of illustrating installation tools and techniques, not system designs. Clamp spacing should never exceed 32" with standard products (contact your distributor for products to accommodate a seam spacing greater than 32").

Tools Needed

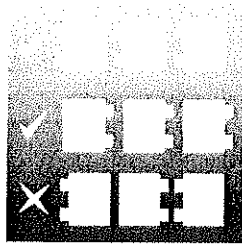
- Electric Screw Gun
- Tin Snips
- Box End Wrench, 1/2"
- String Line
- Drive Impact Wrench, or Ratchet
- Torque Wrench
- Saw to cut ColorGard crossmember
- Pliers or Vice Grip
- Pliers

To Install ColorGard[®]

1. Before You Start: First, use a string line across the top of the panel seams at the desired location to establish a true line for installation of the S-5! clamps. Individually measuring from the eave to determine each clamp location is not recommended. **Before continuing, please take a moment to read the important notice about SnoClip[™] on the back side of these installation instructions.**



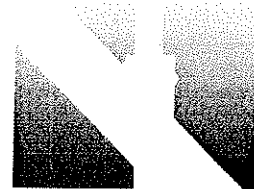
2. Preparing The Clamps: If the ColorGard assembly utilizes the VersaClip[™] for attachment of the ColorGard crossmember, the bolt hole in the clamp should be at the upslope end of the clamp. If the assembly uses punched ColorGard without VersaClip, the hole should be at the downslope end of the clamp. When using the S-5-U, determine which side of the clamp to load the setscrews into, and thread the setscrews into all clamps, being careful that the bolt hole will be in the correct (upslope or downslope) orientation, with the setscrews on the correct side of the seam. Both setscrews must be on the same side of the clamp.



3. Installing The Clamps: S-5! clamps are installed differently depending upon clamp model and seam style. Please see the installation instructions included with your clamps. For maximum holding strength, setscrews should be tensioned and re-tensioned as the seam material

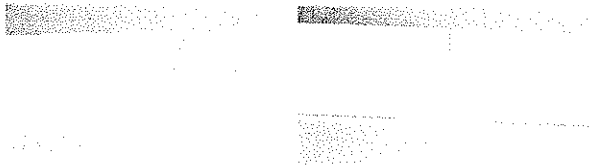
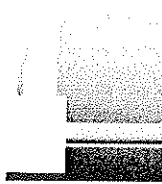
compresses. Screw tension should be verified using a calibrated torque wrench between 160 and 180 inch pounds when used on 22ga steel and between 130 and 150 inch pounds for all other metals and thinner gauges of steel. Please visit our load table at www.S-5.com to determine the proper screw tensions and holding strength.

Using VersaClip: When seam spacing is not divisible by 4" (e.g. 12", 16", 24"), or when panels are not laid up true-to-dimension, or when ColorGard is installed askew to the panel seams (e.g. parallel with the line of a valley), the VersaClip facilitates installation. The VersaClips are inserted into the ColorGard prior to placement of ColorGard on the clamps. Align clips with S-5! clamp. VersaClip can be used with punched or unpunched ColorGard.



5. Bolt ColorGard® to Clamps:

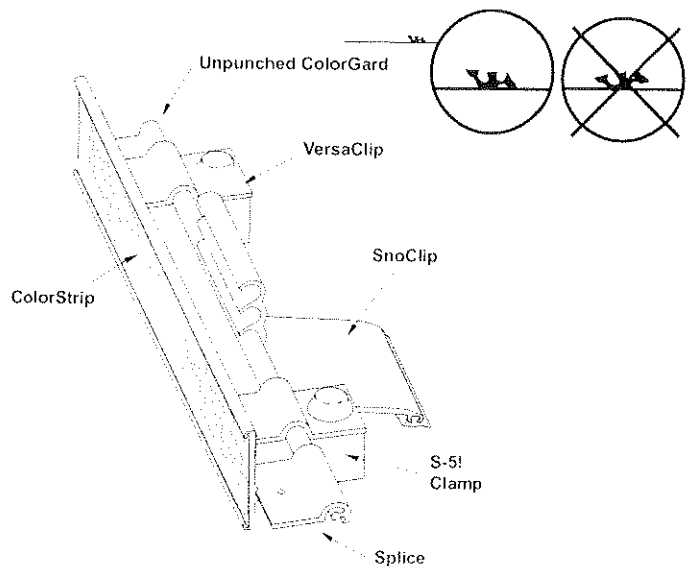
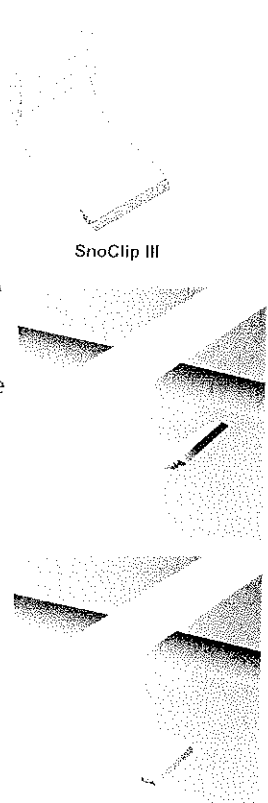
Attach ColorGard to clamps with the stainless bolts and washers provided. Bolts can be tightened with a 9/16" (17 mm) box-end wrench, or ratchet. On larger jobs, a 1/2" drive electric impact will expedite this work. Tension bolts to a minimum of 20 ft. lbs. (27 Nm). Add Splice pieces at each ColorGard joint as shown below. The "dimple" in the Splice piece will automatically provide a 1/8" space between adjoining sections to allow for linear thermal expansion of the ColorGard. Trim ColorGard at the end of the assembly, being sure it does not cantilever more than 4" beyond the last clamp of an assembly. Any trimmed piece of ColorGard must be attached with at least two clamps.



ColorGard Cutting Tip: If it is necessary to field cut ColorGard, such as at the end of an assembly, it can be done with a hack saw or electric reciprocating saw with a fine-tooth metal cutting blade. A power mitre saw with a fine tooth carbide tip blade also works well.

Using SnoClip™

IMPORTANT NOTICE! — SnoClip™ design has changed. SnoClip must now slide on from the end of the ColorGard crossmember. Be sure to slide SnoClip onto assembly before attaching crossmember to clamps (a new Retro-Fit SnoClip™ is also available from your authorized S-5! distributor.) One SnoClip is used between seams (in rare cases two SnoClips may be desired; see www.S-5.com for details). Mount the SnoClip to the back of the ColorGard using the lock that results with the rubber "foot" resting properly on the panel surface. When applying downward pressure on the part, the "toe" should engage the surface of the panel just before the "heel." Periodic maintenance over time may be necessary to ensure that the SnoClips maintain the appropriate positioning, as snow weight may sometimes flip the clip up slightly.



Clamp setscrews should be tensioned and re-tensioned as the seam material compresses. Clamp setscrew tension should be verified using a calibrated torque wrench between 160 and 180 ft. lbs. (21.5 and 24.5 Nm). ColorGard should be installed in accordance with the manufacturer's instructions. ColorGard should be installed in accordance with the manufacturer's instructions. ColorGard should be installed in accordance with the manufacturer's instructions.

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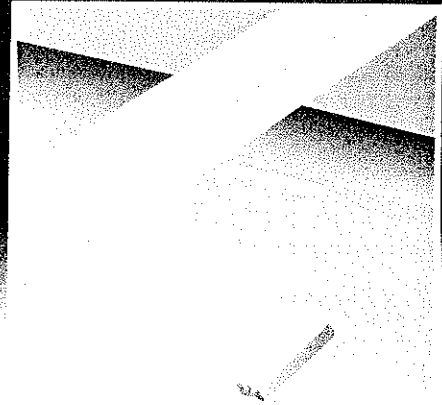
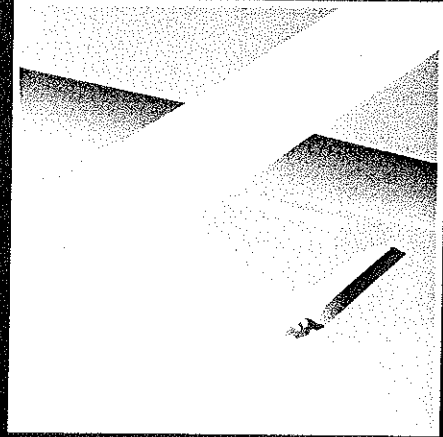
S-5!®

The Right Way!

SnoClip™

This aluminum component retards the migration of snow and ice beneath the ColorGard® crossmember or SnoFence™ and SnoRail™ systems. It has a special integrated rubber "foot" to prevent abrasion of the panel's finish. SnoClip™ slides on, or snaps to, the back of the crossmember or rod and extends down to the flat of the roofing panel.

IMPORTANT NOTICE! — SnoClip™ design has changed. SnoClip must now slide on from the end of the ColorGard crossmember. Be sure to slide SnoClip onto assembly before attaching crossmember to clamps. A new Retro-Fit (snap-on & secure) SnoClip™ is also available from your authorized S-5!® distributor.



SnoClip™

888-82

al roofs!

The right

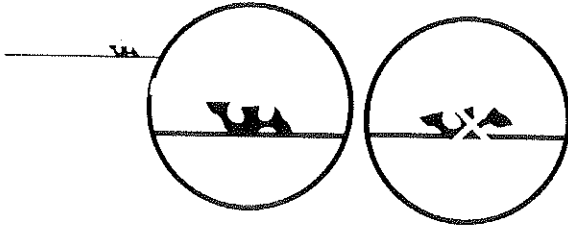
S-5!®

The Right Way!

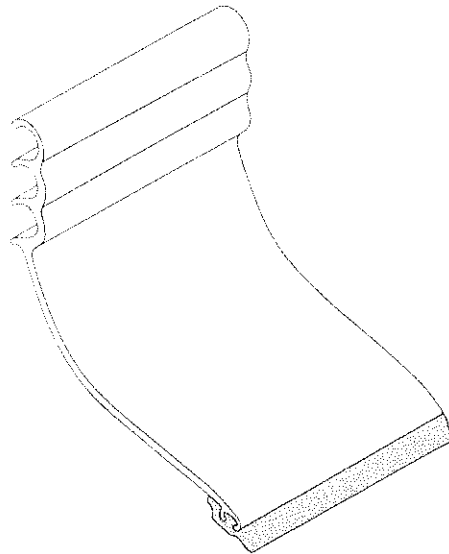
SnoClip™ retards the migration of snow and ice when used on S-5!® snow retention systems.

Using SnoClip™

Slide SnoClip™ onto ColorGard® during installation. One clip is used between seams (in rare cases, two clips may be desired; please visit www.S-5.com for details). Mount the SnoClip to the back of the crossmember or rod (on SnoFence™, use only on lower rod, never use on top rod) using the lock that results with the rubber "foot" resting properly on the panel surface. When applying downward pressure on the part, the "toe" should engage the surface of the panel just before the "heel." Periodic maintenance over time may be necessary to ensure that the SnoClips maintain the appropriate positioning, as snow weight may sometimes flip the clip up slightly.



SnoClip III™ has 3 different locks and will work on seam heights of 1-3/4" (44.5 mm) up to 3" (76 mm).



Note: SnoClip should not be used with Brass SnoFence and SnoRail on copper roofs.

S-5!® Warning! Please use this product responsibly!

Products are protected by multiple U.S. and foreign patents. For published data regarding holding strength, bolt torque, patents, and trademarks, visit the S-5! website at www.S-5.com.

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Distributed by

Bldg #2514
Charleston Springs Golf Center
101 Woodville Road (Route 527)
Freehold, NJ 07728

Parking Lot

2 sections of box gutter to be replaced

12' of box gutter to be replaced

2 sections of box gutter to be replaced

Relocate leader

Approximately 17' of box gutter to be replaced



— Areas of Snow Guard Installation

