

BOARD OF RECREATION COMMISSIONERS

COUNTY OF MONMOUTH

NEW JERSEY

**RECREATION CENTER & POOL HOUSE WALKWAY
IMPROVEMENTS**

AT

**FORT MONMOUTH RECREATION CENTER
TINTON FALLS**

BID No.: 0061-14

BID ADVERTISED: Tuesday, October 21, 2014

BID DUE: Thursday, November 13, 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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TO APPEAR IN PAPER: TUESDAY, OCTOBER 21, 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 **THURSDAY, NOVEMBER 13, 2014** and then publicly read aloud for the following:

**1. RECREATION CENTER & POOL HOUSE WALKWAY IMPROVEMENTS
AT FORT MONMOUTH RECREATION CENTER, TINTON FALLS
(BID #0061-14)**

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), 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.

4. 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.

8. 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.

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>

**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		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 322 TRENTON, N.J. 08646-0322
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
		 Acting Director New Jersey Division of Revenue
FORM-BRC (09-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

PART A: BASE BID

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Contract Quantity</u>	<u>Unit Price</u>	<u>Total Amount</u>
1.	General Requirements	LS	1		\$ _____
2.	Site Demolition	LS	1		\$ _____
3.	Concrete, 4" Thick	SF	465	\$ _____	\$ _____
4.	Concrete, 6" Thick	SF	100	\$ _____	\$ _____
5.	Stone Subbase, 4" Thick	SY	30	\$ _____	\$ _____
6.	Depressed Concrete Curb	LF	10	\$ _____	\$ _____
7.	Calstar Product Pavers	SF	1262	\$ _____	\$ _____
8.	Detectable Warning Tile	EA.	2	\$ _____	\$ _____
9.	Site Furniture, Benches	EA.	2	\$ _____	\$ _____
10.	Topsoil	CY	5	\$ _____	\$ _____
11.	Restoration & Seeding	SY	45	\$ _____	\$ _____

<p>TOTAL BASE BID PRICE (Items 1-11 inclusive).....\$ _____</p> <p style="text-align: right;">TOTAL</p> <p>IN WORDS _____</p>
--

PART B: SCHEDULE OF VALUES

Apparent lowest responsible bidder will be required to submit a complete schedule of values within 5 days of request by the owner to help in the review and evaluation of bid.

PART C: OWNER'S EVALUATION OF BIDS

The Owner will determine the Apparent Lowest Bidder based on the lowest total amount of the **TOTAL BASE BID PRICE**.

CONTRACTOR MUST SUBMIT A COMPLETE PROPOSAL PACKET.

PART D: CONTRACT TIME AND LIQUIDATED DAMAGES

CONTRACT TIME: The required work for this project shall be completed by **December 19, 2014.**

The Contractor shall receive a NOTICE TO PROCEED from the OWNER prior to commencement of the CONTRACT TIME. It is agreed by the parties that this CONTRACT TIME subsequently may be adjusted for cause in accordance with the terms and conditions of the General Conditions Of The Contract.

LIQUIDATED DAMAGES (not a penalty) shall be assessed at the rate of \$250 for contracts in the maximum amount of \$500,000 and \$500 for contracts in excess of \$500,000 for each and every calendar day that completion of the work overruns the CONTRACT TIME.

PART E: ACKNOWLEDGMENT OF ADDENDA

BIDDER acknowledges receipt of the following listed Addenda that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda. (BIDDER must type or print acknowledged Addenda numbers and dates --- OR check the box indicating that NO ADDENDA WERE RECEIVED.

Addendum # _____ Date Received: _____
Addendum # _____ Date Received: _____
Addendum # _____ Date Received: _____

NO ADDENDA WERE RECEIVED

PART F: BIDDER'S EXECUTION OF PROPOSAL

The BIDDER, for good and valuable consideration, namely the privilege of bidding for the OWNER's proposed Contract, and the Owner's assurance that the Contract will be awarded to the lowest responsible BIDDER, provided that the cost thereof would be within the amount budgeted and funded by the OWNER for the Work, hereby offers this executed Proposal as a unilateral contract to perform all Work of the Project, with the understanding that it will become mutually binding if it is accepted by the OWNER.

BIDDER's Legal Name (as shown on page 1)

(type or print)

(authorized signature)

(date signed)

(type or print name signed above)

(title)

BIDDER's Legal Address:

BIDDER's Mailing Address (if different):

(street address)

(street address... P.O. Box...)

(city...town...state...zip)

(city...town...state...zip)

Federal Tax ID # or Social Security # _____

Phone: _____

Cell Phone: _____

Fax #: _____

E-Mail: _____

END OF PROPOSAL

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. **BID GUARANTEE:** Checks posted as the Bid Guarantee shall be payable to "Monmouth County Board of Recreation Commissioners," payable in U.S. Dollars, and be drawn on a bank which is authorized to conduct business in the United States. Bid bonds offered as the Bid Guarantee shall be by a surety which is licensed to conduct business and authorized to post such bonds in the State of New Jersey.
8. **RETURN OF BID GUARANTEES:** Bid Guarantees will be returned to the Bidders in accordance with the provisions of the New Jersey Local Public Contracts Law.
9. **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.
10. **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.
11. **MODIFICATION OF BID:** A bid may not be canceled, modified, or withdrawn during the 60 calendar day period after the bids are opened.
12. **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.
13. **PERFORMANCE AND PAYMENT BONDS:** Performance and payment bonds, as described by the Model Consent of Surety elsewhere in the Bidding Documents, must be posted with the Park System within 21 business days of the Bidder's receipt notice that it has been awarded the contract.
14. **MAINTENANCE BOND:** The Notice To Bidders will indicate if the Park System will require Maintenance Bond to be posted upon completion of the work. In that event the Maintenance Bond shall be for a term of one

INSTRUCTIONS TO BIDDERS—Continued

calendar year from the date the work is completed, and shall be in the amount of 100% of the Contract Sum (as may be adjusted by Change Order)

15. **SURETY:** The surety who will post the bonds called for by the Bidding Documents must be licensed to conduct business and authorized to post such bonds in the State of New Jersey.

16. **SURETY DISCLOSURE STATEMENT.** A surety disclosure statement and certification in the form required by N.J.S.A. 2A:44-143 shall accompany the consent of surety at the time of the bid. The Park System may, however, at its discretion, allow submission of the security disclosure statement and certification after receipt of bids. Performance and payment bonds cannot be accepted by the Park System unless a surety disclosure statement and certification complying with N.J.S.A. 2A:44-143 has been provided.

17. **INSURANCE COVERAGE:** (see General Conditions of the Contract for Construction)

18. **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).

19. **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.

20. **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.

21. **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.

22. **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.]

23. **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.

24. **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.

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

26. **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.

27. **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

INSTRUCTIONS TO BIDDERS—Continued

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.

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

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS - CONSTRUCTION

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

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

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

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


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

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


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

INSTRUCTIONS TO BIDDERS—Continued

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

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

OR

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		<small>DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 522 TRENTON, N.J. 08646-0252</small>
TAXPAYER NAME:	TRADE NAME:	
ADDRESS:	SEQUENCE NUMBER:	
EFFECTIVE DATE:	ISSUANCE DATE:	
 Acting Director New Jersey Division of Revenue		
<small>FORM-BRC(05-01) This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

INSTRUCTIONS TO BIDDERS—Continued

BID DOCUMENT CHECKLIST

BID# _____

Items required with 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) _____
- Bid guarantee (Bid Bond or Certified/Cashier’s Check) _____
- Certificate from a Surety Company (Consent of Surety) _____
- Statement of Ownership _____
- Acknowledgment of receipt of addenda _____
- _____ List of designated subcontractors _____
- Non-Collusion Affidavit _____
- References/List of previous and/or active relevant work _____

**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 the New Jersey Business Registration Certificate or other acceptable proof of Business Registration for the bidder and the designated subcontractors – prior to award of contract _____
- EEO/Affirmative Action Compliance Notice Checklist _____
- Disclosure of Energy Sector Investment Activities in Iran _____

**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

MODEL CONSENT OF SURETY

The Consent of Surety that is to be submitted with the Bid must be prepared, signed and issued by the Bidder's bonding company or other authorized surety. Two sample wordings for the required Consent of Surety which are acceptable to the Owner appear below.

It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue a Performance Bond and a Labor and Material Payment Bond, each of which shall be for 100% of the amount of the awarded Contract, or a combined Performance and Labor Material Payment Bond in the amount of 200% of the awarded Contract Sum, and will issue a Maintenance Bond for 100% of the Final Contract amount, as amended during construction, upon substantial completion of the Work, all as more fully specified by the Bidding Documents.

It is understood and agreed that (*insert name of surety*) will become surety on the bond of (*insert name of Bidder*), the principal, for the Contract for the (*insert title of Bid*) if the principal is the successful Bidder. If the Contract is awarded to the principal (*insert name of surety*) will issue all bonds that are required by the Bidding Documents.

NOTE: A Surety Disclosure Statement and Certification may be required. See paragraph 16 of the Supplementary Instructions to Bidders.

INSTRUCTIONS TO BIDDERS

CAUTION

REGARDING STATEMENT OF OWNERSHIP

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

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

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

INSTRUCTIONS TO BIDDERS—Continued

COMPANY NAME _____

STATEMENT OF OWNERSHIP

BIDDER is (check one): Corporation Partnership Joint Venture

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

NAMES:

ADDRESSES:

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

NOTES:

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

INSTRUCTIONS TO BIDDERS—Continued

FORM OF AGREEMENT

THIS AGREEMENT entered into this day of 200__:

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

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

IT IS AGREED:

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

INSTRUCTIONS TO BIDDERS—Continued

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

IN WITNESS WHEREOF, the parties have signed this agreement.

ATTEST:

MONMOUTH COUNTY BOARD OF
RECREATION COMMISSIONERS

JAMES J. TRUNCER
Secretary-Director

By: _____
FRED J. RUMMEL
Chairman

ATTEST:

[CONTRACTOR]

(Corporate Seal)

[Name and title of person attesting]

By: _____
[Name and title of person signing]

INSTRUCTIONS TO BIDDERS

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS—Continued

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

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

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

- (B.) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1.) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to **N.J.A.C. 17:27-5.3**, of its workforce needs, and request referral of minority and women workers;
 - (2.) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3.) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or

INSTRUCTIONS TO BIDDERS—Continued

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

INSTRUCTIONS TO BIDDERS—Continued

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

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

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

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

INSTRUCTIONS TO BIDDERS

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

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

Goods and General Service Vendors

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

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

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

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

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

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

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

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

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

COMPANY: _____

SIGNATURE
: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

INSTRUCTIONS TO BIDDERS—Continued

**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: _____

INSTRUCTIONS TO BIDDERS—Continued

PREVAILING WAGE RATE DETERMINATION

An electronic copy of the current Prevailing Wage Rate Determination and list of debarred contractors is included with Bid Documents on Compact Disk.

END OF INSTRUCTIONS TO BIDDERS

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.



**RECREATION CENTER & POOL HOUSE WALKWAY
IMPROVEMENTS
AT
FORT MONMOUTH RECREATION CENTER
TINTON FALLS**

TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

(Prepared by Monmouth County Park System)

DESCRIPTION

- A. All Work and materials shall be of the best quality and workmanship and to the satisfaction of the Monmouth County Park System and/or its Agents. The Work shall be in strict accordance with the Drawings and Specifications, and the Contractor shall cooperate with the Park System and its Agents so that no error or discrepancy in the Drawings and/or Specifications shall cause defective materials or workmanship to be used.
- B. All costs to the contractor associated with bonds and equipment mobilization shall be included in **General Requirements**.
- C. A general description of the work to be performed under this Contract shall include but will not be limited to the following construction operations:

The scope of work includes but is not limited to the following: general requirements; site demolition of concrete, removal of timber ties, and removal of site furniture. The installation of new concrete walks, concrete curb, sustainable pavers, new site furniture, limited subsurface drainage, and site restoration (topsoil & seed).

The terms Construct, Provide, Install, etc. are used throughout the specifications and on the plan. The Contractor should understand that the Contractor is to provide all materials required for construction and installation for a full and complete job.

SUBMITTALS

- A. The Contractor shall submit a typed Schedule of Values on an AIA Form G703 - "Application and Certificate for Payment and Continuation Sheets" in duplicate immediately after the receipt of the Notice of Award. Each line item shall be identified with the number and title of the specification section and value, indicating quantities if requested, aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, and, if required, supported by such evidence as to its correctness as the Park System may direct. The Schedule, when approved by the Park System, shall be used as a basis for the Certificates for Payment. In applying for payments, the Contractor will submit a statement based upon the Schedule. Site mobilization, bonds and insurance shall be identified, along with time set aside for punchlist and closeout. During the progress of the Work, the Schedule shall be modified to reflect changes in the Contract due to Change Orders and Construction Change Directives.
- B. Immediately after receiving the Notice of Award, the Contractor shall prepare an estimated construction schedule and submit it for the Park System approval. It shall indicate the dates for the starting and completion of the various stages of construction. It shall be revised by the conditions of the work at appropriate intervals.
- C. The Contractor shall be required to make submittals, revise and resubmit as required and establish compliance with the specified requirements requested in all sections of these Technical Specifications that are a part of this Contract Document. These submittals include but are not limited to shop drawings, manufacturer's literature, samples, colors, mock-ups, inspection reports, certifications, and delivery receipts.

- D. It is also the Contractor's responsibility, when so required by the Contract Documents or by written request from the Park System or its Agent to deliver all required proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named code or industry standard. The Contractor shall submit samples to the Park System or its Agent requested by him.
- E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Park System Representative's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Contractor has specifically informed the Park System in writing of such deviation at the time of the submittal and the Park System has given approval of the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in the Shop Drawings or similar submittals by the Park System's approval thereof.
- F. Close Out Submittals shall include but not necessarily be limited to:
 - 1. A.I.A. G706 "Affidavit of Payment of Debt and Claims"
 - 2. A.I.A. G706A "Affidavit of Release of Liens"
 - 3. A.I.A. G 707 "Consent of Surety Company to Final Payment"
 - 4. Maintenance Bond for 100% of the Contract sum for a term of one (1) calendar year from the date that the work is completed;
 - 5. All guarantees and warranties required by the Specifications or available from the manufacturers and/or suppliers;
 - 6. All operating and maintenance manuals required by the Specifications or offered by the manufactures and/or suppliers;
 - 7. All guarantees of the Contractor's work required per the Specifications;
 - 8. "As Built" drawings for any deviations from the original Contract Drawings and Specifications.
 - 9. State of New Jersey Prevailing Wage Rate Affidavit
 - 10. Business Registration Certificate for Contractor and for each subcontractor or supplier used in fulfillment of the contract.

MATERIALS

Should any material be required for the Work under this section, it shall comply with all applicable standards cited elsewhere in this Specification or proven accepted standard for the industry.

METHODS OF CONSTRUCTION

A. Site Investigation

- 1. The contractor acknowledges that he has satisfied himself as to nature and location of the Work, the general and local conditions, particularly those bearing upon transportation, disposal, handling, and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, groundwater table or similar physical conditions at the site, the conformation of the subsurface materials to be encountered, the location of sensitive resource areas, the character of the equipment and facilities needed prior to and during the prosecution of the Work and all other matters which can in any way affect the Work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or the cost of successfully performing the Work.

2. The Contractor acknowledges that he assumes all risk contingent upon the nature of the subsurface conditions, to be encountered by him in performing the Work covered by the Contract, even though such actual conditions may result in the Contractor performing more or less work than he originally anticipated.

B. Underground Utilities

1. Any underground utilities shown on the Drawings have been located primarily utilizing information from various sources and are to be considered approximate both in size and location. There are additional utilities to be encountered that are not shown on the drawings, and it shall be the Contractor's responsibility to locate all existing utilities and to protect same from damage or harm. All utilities or roadways interfered with or damaged shall be properly restored, at the expense of the Contractor and to the satisfaction of the Owner. **Contractor is required to call 1-800-272-1000 three days prior to start of construction to find locations of all utilities.**
2. Please note that in addition to public underground utilities, there may be private (MCPS) underground utilities to be located by MCPS personnel. The Contractor shall notify the Owner's representative of the need for a mark-out and shall not proceed until receiving approval from the Owner.
2. The Contractor will supply the Park System Representative with the confirmation number of the "One - Call" system prior to the start of construction.

C. Work Sequence

1. Upon the receipt of the Notice of Award, the Contractor shall commence off-site work immediately, carry it on with all reasonable, proper activity and dispatch, issue all notices, take out all permits, pay all charges, fees and rates. The Contractor shall bring the Work to Substantial Completion as specified in the Contract.
2. On-site construction and/or material deliveries will not be permitted until the Notice to Proceed is issued.
3. To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract, and to assist the Park System in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, the Contractor will prepare and maintain progress schedules and reports.

D. Work Hours

1. The Contractor shall abide by all municipal and local jurisdictional regulations governing the allowable hours of work for the type of work performed on this project.
2. All on- site, regular (non-emergency), work will be confined to Monday to Friday, between the hours of 7:00am and 5:00pm.
3. Other than emergency repair, the Contractor shall receive written approval from the Park System prior to proceeding with any on-site work during "off hours" (time not specified in these contract documents).

4. Unless prior written approval is obtained from the Park System, No on-site, regular work will be permitted on the following days:

- | | |
|--------------------------------|----------------------------|
| a. New Year's Day | h. Columbus Day Observance |
| b. Martin Luther King, Jr. Day | i. Election Day |
| c. Presidents' Day | j. Veterans' Day |
| d. Good Friday | k. Thanksgiving Day |
| e. Memorial Day Observance | l. Day after Thanksgiving |
| f. Independence Day | m. Christmas Day |
| g. Labor Day | |

E. Occupancy

1. The Contractor shall be responsible for restricting project personnel to the Construction area. Any clean-up costs of streets and/or surrounding property shall be borne by the Contractor.
2. The Contractor shall conduct his operations so that interference with existing adjacent services and facilities is minimized. Work under this Contract shall not interrupt existing services and facilities unless the Work has first been arranged to suit the convenience of the Monmouth County Park Systems.

F. Sales Tax Exemption

1. The Contractor is hereby advised that this project is exempt from New Jersey Sales Tax. It shall be the Contractor's responsibility to obtain the statutory sales tax exemption certificates. Exemption certificate number shall be placed on invoices for materials incorporated in work. N.J. Tax Exemption No. 69-0220842.

G. Field Engineering

1. The Contractor shall provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - a. Establishing and maintaining lines and levels;
 - b. Assuring that all proposed cuts and fills are at correct elevations, as shown on the Construction Documents or are at an elevation acceptable to the Park System and/or its Agent.
 - c. Center-lines will be laid out in the field prior to construction. The Contractor will be responsible for maintenance of stakes at all times throughout the construction process. Stakes shall remain in the ground until told by the Park System or its Agent they can be removed.
 - d. Location of all site features will be staked out in the field and approved by the Park System or its Agents before their construction unless specifically exempted by the Park System or its Agents in writing. A change in location shall not necessarily mean a change in grade and vice-versa. It is the Contractor's responsibility to bring to the Park System or its Agents' attention the impacts of possible changes. Additional costs that might result from field changes will be borne by the Contractor if not brought to the attention of the Owner before proceeding with the work. Field changes or adjustments do not relieve the Contractor of his responsibility to coordinate and fit the work together. The Contractor shall provide stake out sheets for the Owner's review.

2. Site grades shall be laid out by a competent engineer or land surveyor employed by the Contractor, who shall certify in writing to the Park System and its Agent the correctness of the layouts.

H. Codes and Regulatory Requirements

1. Throughout the Contract Documents, reference is made to codes and industry standards which pertain to the work included in the Contract. These codes and industry standards establish qualities and types of workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
2. Where materials or workmanship are required by these Contract Documents exceed specific code or industry standards, it is the Contractor's responsibility to provide materials and workmanship, which exceed the specific code or industry standard.
3. Where materials or workmanship required by these Contract Documents is substandard of a specific code or industry standard, it is the Contractor's responsibility to advise the Park System or its Agent. The Contractor is to abide by all National, State and Local Codes and Standards.

I. Project Meetings

1. Preconstruction - The Park System will schedule the preconstruction meeting at the project site after Notice of Proceed is given, prior to the actual start of Work. The purpose of the meetings will be to start the project in an orderly and timely manner. To the maximum extent practicable, the Contractor will assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work. Typical agenda of preconstruction meeting is as follows:
 - a. Distribution of Contract Documents.
 - b. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Park System and/or its Agent.
 - c. Channels and procedures for communications.
 - d. Construction schedules, including sequence of critical work.
 - e. Procedures for processing of shop drawings and other data submitted to the Park System and/or its Agent for review.
 - f. Procedures for processing of Applications for Payments, Construction Change Directives, Change Orders and Contract Closeout Procedures.
 - g. Rules and regulations governing performance of the Work.
 - h. Construction facilities and controls provided by the Park System and the Contractor.
 - i. Temporary utilities provided by Park System and Contractor.
 - j. Procedures for security, grounds maintenance, and related matters.
 - k. Use of premises by Park System personnel and the public.
2. Progress (Job) meetings - To enable orderly review during the progress of the Work, and to provide for systematic discussion of problems, the Park System will conduct project meetings throughout the construction period. The Park System shall schedule and administer meetings with the General Contractor throughout the progress of the Work at periodic intervals (dependent on job schedule); make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to participants, and those affected by decisions made. It shall be the responsibility of the Park System to keep minutes of all job meetings. Typical Agenda and Progress Meetings will be as follows:

- a. Review, revise as necessary, and approve minutes of previous meetings.
- b. Review progress for the Work since last meeting, including schedule and status of submittals for approval.
- c. Field observations, identify problems which impede planned progress, and decisions.
- d. Review of off-site fabrication and delivery schedules.
- e. Maintenance of progress schedules.
- f. Develop corrective measures to regain projected schedules.
- g. Planned progress during succeeding work period.
- h. Coordination of projected progress.
- i. Maintenance of quality and work standards.
- j. Effect of proposed changes on progress schedule and coordination.
- k. Complete other current business relating to Work.

Unless minutes are challenged at the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.

J. Quality Assurance

1. The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality and shall comply with specified standards as a minimum quality for the Work except when more stringent tolerances; codes or specified requirements indicate more rigid standards or more precise workmanship.
2. Work which does not comply with workmanship standards as specified and as recognized in the construction industry shall be removed and replaced.

K. Temporary Construction & Utilities

1. The Contractor shall pay for and arrange temporary service of all electric power and utilities used in the construction of the project.
2. Water for Construction Purposes
 - a. No direct cross connections will be permitted between any public water supply or any other point where the possibility of backflow of contaminated water exists.
 - b. All connections to points where there is the possibility of backflow shall be arranged to prevent backflow and shall be approved by the Park System before they are put into operation.
 - c. Water shall be taken from the nearest source by the Contractor and he shall bear all costs.
 - d. The Contractor shall provide an adequate supply of drinking water from approved sources of acceptable quality, satisfactorily cooled, for his/her employees and those of his/her Subcontractors.
3. Sanitary Accommodations:
 - a. Sanitary accommodations shall be provided in designated area of project. The General Contractor shall supply and maintain suitable temporary water closets or chemical closet accommodations approved by the local Board of Health, in a designated area outside the building and allow same to be used by every person doing work relating to the construction work.

L. Security

1. The Contractor shall coordinate all requirements for security with the Park System and shall restrict the access of all persons entering upon the Park System's property in connection with the Work to the actual site of the Work.
2. The Contractor and each Subcontractor shall understand that the materials and equipment are entirely at their risk, including loss by theft, and they shall be held responsible and liable for their safety.
3. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.
4. Construction Site Fencing – The Contractor is responsible for installing and maintaining construction fencing as directed by the Owner. Fencing shall consist of a combination of wooden snow fence and orange plastic safety fence supported on metal snow fence posts. The fencing is to be maintained throughout construction.

M. Environmental

1. The Contractor shall comply with all requirements of the New Jersey Department of Environmental Protection and the Soil Conservation District.
2. It is intended that the land resources and trees within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their present condition or be restored to a condition after completion and construction that will appear to be natural and not detract from the natural appearance of the project.
3. The location of the Contractor's storage and staging areas shall be at designated portions of the job site and shall require written approval of the Park System. The preservation of the landscape shall be an imperative consideration in the selection of all sites.
4. Storage areas for stockpiling excavated fill, debris and other materials during construction activities will not be located within the fifty foot (50') buffer zones of the wetland resource areas or significant habitat areas.
5. Soil excavated during development activities will be carefully removed, and if it is not immediately used, will be stored in the designated stockpile areas or disposed of in an environmentally sound manner.
6. Construction staging areas and stockpiling areas will be restored to previously existing conditions. If an oil or gas spill occurs, all contaminated soils must be removed and disposed of in an environmentally sound manner and according to state statutes.
7. Personnel involved in construction activities will receive a briefing session on sensitive resource areas, and out-of-bound areas will be identified. The Contractor shall continually monitor these areas to insure that construction activities have no detrimental impact on these areas. It is the Contractor's responsibility to meet the conditions of all NJDEP Environmental Permits.

8. Disturbed areas will be planted immediately following completion of the work, and the erosion control structures will remain in place until full vegetative stabilization of the buffer zone area has occurred.
9. Burning rubbish and waste material on the site shall not be permitted.
10. Construction equipment shall be equipped with properly operating emission control devices. Equipment not utilizing said devices shall be removed immediately from the site.
11. Disposal of volatile fluid wastes (such as mineral spirits, waste oil, gasoline, or paint thinner) into streams or waterways shall not be permitted. In the event that any such waste is spilled onto the ground, the Contractor shall promptly clean up the spillage and all contaminated soil, and dispose of the cleanings as hazardous waste material. If a spill occurs, the clean-up activities shall take precedence over normal construction activities in order that damage to the environment is minimized.
12. Fuels, lubricants or other hazardous materials shall not be stored in any Resource Area or the Buffer Zone of any Resource Area.
13. Fuels, lubricants and other hazardous materials shall be stockpiled within an area of positive containment. The area shall have no open communication with surface water bodies or other resource areas, shall have a base of relatively impermeable (10-cm/sec) materials and shall have an adequate supply of materials required for spill cleanup.
14. Refueling and lubricating shall take place outside the confines of the wetland resource areas and outside of the fifty foot (50') buffer zone.
15. All hazardous materials containers shall be properly marked and their contents identified. All fuel, oil, lubricant, gasoline, and hydraulic fluid containers shall be fixed in place on any vehicles when the vehicles are in motion.
16. The construction project shall be in compliance with all Federal, State, and local laws with respect to hazardous materials.
17. All clean-up and disposal operations shall comply with all applicable Federal, State and local statutes, regulation, ordinances and anti-pollution laws.
18. Construction equipment, including generators and compressors, shall be enclosed or equipped with mufflers, silencers, or other equipment to minimize noise.
19. The Contractor shall limit construction noise in accordance with EPA and HUD latest standard criteria.
20. Work in areas generating dust and debris shall be contained and cleaned on a periodic basis. This includes on-going water applications to all portions of the site area throughout the construction duration to minimize dust and its impact on the surrounding residential neighborhood.
21. The Contractor shall coordinate any special controls required with the Park System, its Agent and local jurisdictional authorities.

N. Traffic Regulation-Parking

1. The contractor is responsible for coordinating with local municipalities for all traffic control measures. The Contractor is also responsible for costs associated with traffic control.
2. The Contractor shall coordinate all parking and areas needed for construction purposes with the Park System Representative.
3. To avoid traffic conflict with vehicles of the Park System employees and visitors, and to avoid overloading of streets, the Contractor shall limit the access of trucks and equipment to the site and provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site. The Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Park System's property in performance of the Work of the Contract, shall not be permitted to park on any street or other area of the Park System's property except in the area shown on the Drawings as "Contractor's Parking Area" or as approved at project meetings.
4. Consult with authority having jurisdiction in establishing public thoroughfares to be used for haul routes and site access. Do not exceed existing bridge weight limits. Confine construction traffic to designated haul routes. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

O. Open Excavation, Backfill, Safety, Traffic Maintenance

1. The attention of the Contractor is specifically directed to the exacting requirements in connection with the protection of all excavations and the safety of all persons. Due to the character of the work, excavations for pipe and structures will in places be wide and deep and the Contractor shall be expected to keep all excavations protected at all times. He shall use suitable and adequate barricades around all openings and shall provide lights at night; warning signs shall be located where required, including "soft trench" signs. Where necessary, the Contractor shall provide personnel to serve as flagmen and watchmen.
2. Trench backfill shall be prosecuted expeditiously upon completion of the Work. Trench backfill material and compaction shall be as specified. All excess trench excavation shall be removed and/or stockpiled from the site daily and each roadway surface backfilled shall be broom-swept to afford a clean pavement surface. Where settlement occurs, the trench shall be repaired immediately to bring the trench up to grade.
3. Areas of trench which are to receive pavement and where pavement is not placed shall be covered by suitable gravel or steel plates. In the event rain halts operations, clean stone shall be rolled in place in areas not already paved. Approved barricades shall be placed along stone areas, and haybales placed in run-off areas as directed by the Park System Representative. The following working day the Contractor shall excavate the stoned areas to firm base and place the temporary pavement. No additional pavement shall be made for the clean stone or excavation.
4. In the event that the Contractor fails to maintain trenches and roads in a passable condition or fails to install and maintain pavement replacement the Park System Representative shall have the right to order this work done by unsatisfactory condition. After such notice is submitted to the Contractor the Park System Representative may order this work done and deduct the cost of same from payment due under this Contract.

P. Field Offices and Storage Trailers

1. It is the General Contractor's option to provide temporary facilities for the storage of his tools, machinery and materials, and shall provide suitable space on site for storage of subcontractors' materials and equipment.

Q. Storage and Protection

1. Products shall be stored and protected in accordance with manufacturer's instructions, with seals and labels intact and legible. The Park System may reject as non-complying such material and products that do not bear identification satisfactory to the Park System as to manufacturer, grade, quality, and other pertinent information. Sensitive products shall be stored in weather-tight, climate-controlled enclosures. For exterior storage of fabricated products, place on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; providing ventilation to avoid condensation. Store loose granular materials on solid flat surfaces in a well-drained area; prevent mixing with foreign matter. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions. Provide off site storage and protection when site does not permit on-site storage and protection. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement or damage.
2. Construction Site Fencing – The Contractor is responsible for installing and maintaining construction fencing as directed by the Owner. Fencing shall consist of a combination of wooden snow fence and orange plastic safety fence supported on metal snow fence posts. The fencing is to be maintained throughout construction.

R. Clean Up

1. Housekeeping - Store items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials. Completely remove all scrap, debris, and waste material generated by the work of this Contract from the site daily. Store materials within the work limits. Do not store materials in any existing building. Inspect the site daily and remove all scrap, debris, and waste material. Inspect the site weekly for arrangements of stored materials. Re-stack, tidy, or rearrange to meet the requirements above. Maintain the site in a neat and orderly condition at all times.
2. Final Cleanup – Immediately prior to Final Acceptance Inspection:
 - a. Remove from the site all facilities, tools, surplus materials, equipment, scrap, debris, and waste.
 - b. Dismantle and remove all soil erosion control measures including silt fence, hay bales, etc.
 - c. Where materials or debris have washed or flowed into or been placed in watercourses, ditches, gutters, drains, or elsewhere, debris shall be entirely removed and satisfactorily disposed of. Pump (do not flush) any silt that has settled in the storm drain system.
 - d. Conduct final progress cleaning.
 - e. Inspect surfaces and carefully remove all traces of soil, waste materials, smudges, hand prints, markings and other foreign matter. In the event of stubborn stains not removable with water the Owner may require alternative cleaning at no additional cost to the Owner.
 - f. Broom clean pavements.
 - g. Rake clean soil and established grass areas, and completely remove resultant debris.

S. Substantial Completion

1. Substantial completion shall not be deemed to have occurred until the Contractor has prepared and submitted a punch list and the Park System or its Agent has inspected the project and has concurred with the Contractors assessment.
2. Should the Park System determine that the Work is not substantially complete:
 - a. The Park System will promptly so notify the Contractor giving the reasons therefore.
 - b. The Contractor shall remedy the deficiencies and notify the Park System when ready for re-inspection.
 - c. The Park System will re-inspect the Work.
4. When the Park System concurs that the Work is substantially complete:
 - a. The Park System will prepare a “Certificate of Substantial Completion”, accompanied by the Contractor’s list of items to be completed or corrected, as verified by the Park System.

T. Project Record Documents (As-Builts)

1. The Contractor is to keep accurate records of all work done in the field including new installations and repairs on existing utilities. As-Builts shall be a reproducible of the original Contract Drawings including any additional sheets required. All deviations from the original Contract Drawings shall be on the as-builts. The Drawings shall be legible, neat, and of a quality acceptable to the Owner.
2. Subject to prior approval by the Owner, a CAD produced record drawing (on mylar) based on field data collected by GIS/GPS equipment may also be acceptable along with the electronic file compatible with AutoCAD.
3. Drafting technique and symbols must be acceptable to the owner and clearly noted on the plans.
4. Measure in the field and record on the record drawing measurements relative to the two nearest fixed points (structures, drains, monuments, etc.).
5. This submission shall certify that the contractor has reviewed, verified and approved the drawings. Availability of record drawings shall be a prerequisite to scheduling a final inspection of this Contract and said Drawings and original Contract Documents will be used in the checking of the work.
6. Non-availability of record drawings or inaccuracies therein may be ground for cancellation and postponement of any final inspection by the Park System until such time as the discrepancy has been corrected.

U. Punch List

1. The Contractor shall carefully check his own work as the work is being performed. Unsatisfactory work shall be corrected immediately.
2. During the finishing stages of the project, the Contractor shall make frequent inspections and keep the Park System informed so as to progressively check for and correct faulty work.

3. When the Contractor determines that he is substantially complete, that is, he has less than one percent of his Contract remaining to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.
4. Upon receipt of the Contractor's list of items to be completed or corrected, the Park System will promptly make a thorough inspection as required for substantial completion and prepare a punch list, setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable.
5. When the punch list has been prepared, the Park System will arrange a meeting with the Contractor to identify and explain all punch list items and to answer questions on work, which must be done before final acceptance.
6. The General Contractor shall correct all punch list items within a time frame to be established when the punch list is made. The time frame for completion of the work identified on the punch list shall not exceed the final completion date of the Contract. Should the punch list not be completed within the specified time frame, the Park System may invoke the rights given under the Contract.

V. Final Completion

1. The Contractor shall verify that the Work is complete including, but not necessarily limited to, the items mentioned in Close Out Submittals. Final Completion shall not be deemed to have occurred until the Contractor has prepared and given notice to the Park System or its Agent that the Work is ready for final inspection and acceptance.
2. The Contractor shall certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
3. Should the Park System determine that the Work is incomplete or defective:
 - a. The Park System will promptly so notify the Contractor, listing the incomplete or defective work.
 - b. The Contractor shall thereon remedy the deficiencies promptly, and notify the Park System when ready for re-inspection.
4. When the Park System determines that the Work is acceptable under the Contract Documents, and that all submittals required (Close Out Submittals) are in order and approved, he will certify this project complete.

END OF SECTION