

**MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000**

LAND CLEARING AND SITE RESTORATION AT THOMPSON PARK

BID NO: #0068-24

ADVERTISED: FRIDAY, OCTOBER 4, 2024

BIDS DUE: FRIDAY, OCTOBER 18, 2024, at 10:00AM

TO APPEAR IN PAPER: FRIDAY, OCTOBER 4, 2024

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 **FRIDAY, OCTOBER 18, 2024**, and then publicly read aloud for the following.

**1. LAND CLEARING AND SITE RESTORATION AT THOMPSON PARK,
(BID #0068-24)**

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; **“Do Business with Us”**, **“Request for Bids”**. 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 a sealed envelope 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 may be mailed in or placed in the drop box located outside of the Thompson Park Headquarters Building, 805 Newman Springs Road, Lincroft, NJ, prior to the opening date. Bids must be delivered at the place and before the hour mentioned above. **Bidders shall submit at least one (1) original of each form, with an original signature.**

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 in accordance with N.J.S.A. 40:A-11-13.2, 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.

Kevin Mandeville, Chairman
Andrew J. Spears, Director
Jennifer Kaczala, Purchasing Agent

GENERAL CONDITIONS

1. All bidders must submit their proposals on the enclosed forms and must furnish all required information. FAILURE TO PROPERLY EXECUTE THESE FORMS MAY BE CAUSE FOR REJECTION OF THE BID.
2. The bid must be enclosed in two (2) sealed envelopes, one inside the other. The word "BID" must be written on both envelopes. The outside envelope must bear the title of the bid, the date of the bid opening, and the name and address of the bidder.
3. Included with this specification is a true copy of the contract that will be the formal contract to be executed by the successful bidder.
4. The quality of items to be furnished is as set forth in detail in the proposal.
5. Any brand names mentioned in the specification shall be deemed to include the words "or approved equal", and bids submitted on other brands must include detailed information and specifications that may be used for the purpose of making comparisons.
6. All bidders must indicate any variation to the specifications, terms, and conditions, no matter how slight. If no variances are indicated, it will be defined to mean that the specification will be fully complied with.
7. Items of foreign origin must be so indicated. Your signature to the bid proposal will be taken as your certification that all manufactured articles and materials not so indicated, have been made or produced in the United States (40 A:11-18)
8. The bidder, if awarded a contract, agrees to protect, defend and save harmless the contracting unit against any damage for payment for the use of any patented material process, article or devise that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the contracting unit from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by an party or parties by, or from any of the acts of the contractor, his servants or agents.
9. The Monmouth County Board of Recreation Commissioners reserves the right to reject any or all bids and to waive any minor defect or informality in any bid, should it be in the best interest of the Board to do so.
10. The Board of Recreation Commissioners has up to sixty (60) days to make the award. If addition time is required beyond sixty (60) days, the contracting unit may request permission to do so from any one of the three apparent lowest responsible bidders for an additional period of time to be agreed to by the contracting unit and bidders.
11. In the event that the bidder to whom the contract is awarded should fail to enter into a contract, the Board of Recreation Commissioners may, at its option, accept the proposal of the next lowest bidder.
12. Should the contractor fail to fulfill the terms of the contract within the specified time, the Board of Recreation Commissioners reserves the right to rescind the contract and secure the items or services elsewhere. The contractor is responsible for any additional cost incurred as a result of this action.
13. All items are to be delivered F.O.B. destination specified. The maximum of days allowable for delivery is indicated in the specification and must be adhered to.
14. The County of Monmouth and the Board of Recreation Commissioners are exempt from all Federal, State, and Municipal sales and excise taxes. The New Jersey Sales Tax Exemption Number is 69-0220842.

15. Following delivery, an invoice and a signed Monmouth County payment voucher must be submitted to the Board of Recreation Commissioners. Payment will be made upon approval of the voucher by the Monmouth County Board of Recreation Commissioners and the Monmouth County Board of County Commissioners

16. MANDATORY BUSINESS REGISTRATION CERTIFICATE

**NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS
GOODS, SERVICES, AND CONSTRUCTION* CONTRACTS**

Proof of valid business registration (a Business Registration Certificate) with the New Jersey Department of Treasury, Division of Revenue must be submitted to the contracting agency prior to the award of any contract, including purchase orders. No contract will be awarded without proof of such business registration. N.J.S.A. 52:32-44 imposes the following requirements on contractors and on all subcontractors that knowingly enter into a contract, or construct a construction project, with a contractor in the fulfillment of a contract with a contracting agency. *In the case of a construction contract, “subcontractor” shall mean only designated subcontractors who are required by N.J.S.A. 40A:11-16 to be named in the submission of a bid.

A subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency. The contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractors prior to the time a contract is awarded.

The contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. Before final payment of the contract is made by the contracting agency, the contractor shall submit a complete and 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 taxable sales of tangible personal property delivered into this state.

A business organization that fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency.


Sample Business Registration Certificates are attached for convenience. Questions on obtaining a Business Registration Certificate or on the law and its requirements can be directed to the Division of Revenue at (609) 292-9292.

(Revised 5/2017)

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 FD 50K 202 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(09-01)</small>	<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>	

(Revised 5/2017)

17. Any proposal not meeting the requirements set forth herein may be rejected.
18. If this is an on-call supply contract for a stated period of time or a service contract, whether or not for a stated period of time, the County may cancel the contract or portions thereof, without cause, upon written notice to the contractor. If an on-call supply contract is cancelled or partially cancelled by the County under this provision, the contract shall be entitled to payment only for the goods called for by the County prior to the cancellation, at the contract rate(s), upon delivery of those goods to the County, but not for the overhead and profit associated goods not called for by the County. In the alternative, at its option, the County may also cancel any or all called for orders for goods, provided that the County will compensate the contractor for the contractor's reasonable overhead and profit related to such order, but not for the overhead and profit associated with any other goods not called for by the County. Likewise, a service contractor shall be entitled to payment for services duly requested by the County and rendered by the contractor prior to the cancellation, also at the contract rate(s), but not for the overhead and profit associated with services not performed. If a contract is partially cancelled, the remainder of the contract shall continue in effect, subject to reasonable adjustment to cover the contractor's actual increased costs, if any, in supplying the remaining goods and services.

ALL BIDS SUBMITTED SHALL INCLUDE THE ATTACHED "BIDDER'S CHECKLIST" ALONG WITH A SIGNED PROPOSAL AND ALL REQUIRED DOCUMENTS LISTED ON THE CHECKLIST

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

GENERAL SPECIFICATIONS

- INTENT: It is the intent of this specification to describe and govern the **LAND CLEARING AND SITE RESTORATION AT THOMPSON PARK (BID #0068-24) hereafter**, referred to as the items.
- SCOPE: The bidder is to furnish and deliver any or all items as called for in the specifications as instructed by the Agency.
- GENERAL: The items shall be new and of the latest design. The items shall be furnished complete in every detail and ready for use when delivered to the Agency. Any item differing in minor details from these specifications may be considered, provided such differences are clearly noted and described in detail by the bidder and attached to the proposal and considered by the purchaser to be, in all essential respects in compliance with these specifications. If requested the bidder shall bring to the Agency, the items, or a portion thereof, for a final inspection before the bid is awarded. The agency reserves the right to inspect manufacturing and warehouse facilities.
- EQUAL/TIE BIDS: In the event of equal or tie bids, the agency reserves the right to award, at its discretion, to any one of the equal or tie bidders.
- PRICE DISCREPANCY: If there is a discrepancy between the extended price and the unit price, the unit price shall prevail, and the agency retains the right to recompute the extended price.
- The agency also retains the right to check tie addition of all extended prices regardless of whether or not there is a discrepancy between the extended prices and the unit price. If the total sum of the extended price is incorrect, as a result of the bidders' faulty arithmetic calculations, the agency will substitute the correct price and inform the vendor of the change.
- GUARANTEE: The bidder shall guarantee that the items and all its parts shall comply with this specification.
- PRODUCT: Only manufactured and farm products of the United States wherever available, shall be used in the performance of the specifications.
- QUANTITY: Quantities stated in the specifications are approximate quantities only, and the agency reserves the right to increase or decrease the quantities without increase or decrease in price.
- PROPOSAL FORM: Prices are to be quoted for each item to be bid upon by bidder. The Board of Recreation Commissioners reserves the right to accept or reject any or all items listed on the proposal and to award the contract in whole or in part as deemed in the best interest of the Board of Recreation Commissioners.

CONTRACT SAMPLE

“**Board**” means “Monmouth County Board of Recreation Commissioners.”

“**Contractor**” means *{Insert Name of Vendor}* the legal entity with which the Board has entered into this Agreement, and its permitted successors and assigns.

“**Agreement**” means this *{Insert Title of Contract}* Agreement between the Board and the Contractor, dated *{Insert Award Date}*, as the same may be amended or modified from time to time in accordance herewith.

“**County**” means the County of Monmouth, New Jersey

This “**Agreement**” entered into this *{XX}* day of *{Month}*, 2021 by the “**Board**”, a body politic, with offices located at 805 Newman Springs Road, Lincroft, New Jersey 07738, and the “**Contractor**” a corporation with offices at *{Insert Vendor Address}*

IT IS AGREED:

- 1) Contractor will construct *{Insert Bid Title, BID #0000-00, BID DATE: 0/00/21}*, ITEMS: *{Insert Agenda Award Wording exactly from Award Form, Spell out Dollar Amount}* (\$) 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) Books and Records. Contractor shall maintain all documentation related to products, transactions, or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request as per *N.J.A.C 17:44-2.2*
- 3) Indemnification. Contractor agrees that it will protect, indemnify and hold harmless the County of Monmouth, its Board of Recreation Commissioners, the Monmouth County Board of County Commissioners, Monmouth County Constitutional Officers (Sheriff, County Clerk, Prosecutor and Surrogate), and their respective employees, volunteers, and agents (together, the “County Indemnified Parties”), from and against (and pay the full amount of) all liabilities, obligations, delays, penalties, charges, taxes, fees and costs, deposits, actions, damages, claims, demands, judgments, losses, attorneys’ fees, expenses, and suits, and will defend the County Indemnified Parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property, arising out of (1) actual or alleged negligence, intentional, or wrongful conduct of the Contractor or any of its officers, members, employees, agents, representatives, or subcontractors in connection with its obligations or rights under this Agreement, (2) actual or alleged Contractor breach, (3) actual or alleged performance or non-performance of the Contractor’s obligations under this Agreement, or (4) the Contractor’s actual or alleged failure to pay its workers, suppliers, or subcontractors for labor or materials provided to the Board. The Contractor’s indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. The Contractor’s indemnification obligation shall not include claims that are finally determined to result from the sole negligence or willful misconduct of the Board.

A County Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. The Contractor agrees that the County reserves its right to monitor and actively participate in the defense of any and all claims against the County, at its own expense, if, in its sole discretion, the County chooses to do so. These indemnification provisions are for the protection of the County Indemnified Parties only and shall not establish, of themselves, any

liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

- 4) Counterparts. This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
- 5) Notices. Any notices that are provided pursuant to this Agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To the Board:

Monmouth County Board of Recreation Commissioners
805 Newman Springs Road
Lincroft, NJ 07738
Attn: Andrew J. Spears, Director
Email: AndrewJ.Spears@co.monmouth.nj.us
Fax: 732-842-4162

with a copy to:

Jason Sena, Esq.
Special County Counsel
Archer & Greiner, P.C.
10 Highway 35
Red Bank, NJ 07701

To the Contractor:

XYZ Corp.
2 Main Street
Anytown, NJ 12345
Attn: Jane Doe, President
Email: jdoe@xyzcorp.com
Fax: 123-456-7890

Or to such other address or individual as any party may from time to time notify the other.

- 6) Multi-Year Contracts. If the contract period extends beyond the Board's current budget year, the Agreement shall be subject to the availability and appropriation annually of sufficient funds in any subsequent year(s).
- 7) No Discrimination. The Contractor agrees to comply with the Anti-Discrimination in Employment requirements of N.J.S.A. 10:2-1, set forth in Exhibit A attached hereto. The Contractor also agrees to comply with the Equal Employment Opportunity requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., set forth in Exhibit B attached hereto. The Contractor also agrees to comply with the Americans with Disabilities Act requirements of 42 U.S.C. § 12101 et seq., set forth in Exhibit C attached hereto. The Contractor shall not discriminate nor permit discrimination by any of its officers, employees, agents, representatives, or subcontractors against any person because of age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status,

disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, creed, religion, ancestry, marital status, affectional or sexual orientation, familial status, disability, nationality, gender identity or, with respect to otherwise qualified individuals, disability. Such action shall include, without limitation, recruitment, and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose these non-discrimination provisions by contract on all subcontractors hired to perform work related to this Agreement and shall take all reasonable actions necessary to enforce such provisions. The Contractor will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 8) New Jersey Business Registration. The Contractor has previously provided the Board with a copy of the Contractor's New Jersey Business Registration Certificate and that of any named subcontractor, verifying that the Contractor and subcontractors are properly registered with the New Jersey Department of the Treasury. The Contractor acknowledges that:

(i) N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract: 1) a subcontractor named in a bid or other proposal made by a contractor to a contracting agency shall provide a copy of its business registration to the contractor who shall provide it to the contracting agency; 2) the contractor shall maintain and submit to the contracting agency a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance; 3) prior to receipt of final payment from a contracting agency, the contractor must submit to the contracting agency a complete and accurate list of all subcontractors or attest that none was used; 4) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all taxable sales of tangible personal property delivered into this State.

(ii) A contractor or subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

- 9) Annual Campaign Contribution Disclosure Requirements. Pursuant to N.J.S.A.19:44A-20.27, Any business entity making a contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind to a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or to a political party committee, legislative leadership committee, political committee or continuing political committee, which has received in any calendar year \$50,000 or more in the aggregate through agreements or contracts with a public entity, shall file an annual disclosure statement with the New Jersey Election Law Enforcement Commission, established pursuant to section 5 of P.L.1973, c.83 (C.19:44A-5), setting forth all such contributions made by the business entity during the 12 months prior to the reporting deadline.

- 10) Incorporation of Bid Specifications. The specific duties of the Contractor shall be as set forth in the Bid, Contract Documents which is incorporated in its entirety and made a part of this Agreement and attached hereto as Exhibit "XX". Should there occur a conflict between the

description of the scope of work set forth in this Agreement and the Bid, this Agreement shall prevail.

The Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the Bid.

- 11) “Or Equal” Substitutions. Whenever these specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Board.
- 12) Governing Law. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
- 13) Severability. In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. Rather, such term or clause shall be regarded as stricken while the remainder of this Agreement shall continue to be in full effect. Such invalid, unenforceable, or illegal term or clause may be revised to the extent required to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.
- 14) Compliance with Applicable Law. The Contractor shall, and shall cause all subcontractors to, perform in accordance with Applicable Law. The Contractor shall provide all notices, reports, and submissions required by Applicable Law. In the event that revisions in laws, rules, regulations, or other Applicable Law requires changes to the Contractor's performance under the Agreement, the Contractor shall comport with these updated requirements of Applicable Law.
 - “Applicable Law” means any law, rule, regulation, requirement, guideline, action, determination, or order of, or legal entitlement issued or deemed to be issued by, any federal, state, or local agency, court or other governmental body having jurisdiction, applicable from time-to-time regarding any transaction or matter contemplated by this Agreement.
- 15) No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 16) No Waivers. No action of the Board or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's obligation to comply with any term or provision of this Agreement. No course of dealing or delay by the Board or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers, and remedies.
- 17) No Consequential or Punitive Damages. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other any special, incidental, consequential, punitive, or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory. The waiver of the foregoing damages applies only to disputes and claims as between the Board and the Contractor. Nothing in this paragraph shall limit the obligation of the Contractor to indemnify, defend and hold harmless the Board Indemnified Parties for any special, incidental, consequential, punitive, or similar damages payable to third parties resulting from any act or

circumstance for which the Contractor is obligated to indemnify the County Indemnified Parties in accordance with and to the extent provided hereunder.

- 18) Forum for Litigation. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to any rights or any relationship between the parties arising therefrom shall be commenced before the Superior Court of New Jersey, venued in Monmouth County; provided, however, that when circumstances allow for federal jurisdiction (based on diversity of citizenship or otherwise), such legal actions and proceedings may be maintained in federal court having jurisdiction over the Board. The Contractor irrevocably consents to the jurisdiction of such courts in any such actions or proceedings, and the Contractor waives any objection it may have to the laying of the jurisdiction of any such action or proceeding.
- 19) Assignment. This Agreement is not assignable or transferrable to any party other than the Contractor without the express written permission of the Board, which may be withheld in the Board's sole discretion for any reason, or for no reason at all. This restriction includes changes in ownership of the Contractor that exceed fifty percent (50%) of the equity or other applicable interests held and disclosed at the time of entry into this Agreement. Any such approval given in one instance shall not relieve the assigning party of its obligation to obtain the prior written approval of the other party to any further assignment. The approval of any assignment shall not operate to release either party from any of its obligations under this Agreement unless the written approval specifically provides otherwise. Any assignment of this Agreement shall require the assignee to assume the performance of and observe all obligations, representations, and warranties of the assigning party under this Agreement.
- 20) Amendments. Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by written agreement duly executed by both parties.
- 21) Drafting Responsibility. Neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed primary drafting responsibility of this Agreement.
- 22) Acceptance of Final Payment. Acceptance of the final payment by the Contractor shall be considered a release in full of all claims against the Board arising out of, or by reason of, the work performed, and materials furnished under the Agreement.
- 23) Set-Off. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the Board by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent the Board from pursuing any other remedy to which it may be entitled.
- 24) This Agreement may be terminated as follows:
 - a. If Contractor is required to be licensed in order to perform the services which are the subject of this Agreement, then this Agreement may be terminated by the Board in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
 - b. If, through any cause, the Contractor, where applicable, shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Board shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished

documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be forthwith delivered to the Board.

- c. Bankruptcy or insolvency of the Contractor; sale of the business of the Contractor, or death or permanent disability of the Contractor in the event the Contractor is an individual.
- d. Should the Board default in the performance of this Agreement or materially breach any of its provisions, which remain uncured after thirty (30) days after notice is given to the Board, the Contractor may terminate this Agreement, unless the Board is prevented from performing this Agreement by circumstances beyond its control. In that instance, any obligations owing by the Board to the Contractor shall be suspended without liability for the period during which the Board is so prevented.
- e. Should the Board fail to pay Contractor all or any part of the compensation earned for services rendered within sixty (60) days after the date due, the Contractor may at its option, terminate this Agreement.
- f. Notwithstanding the above, the Contractor, where applicable, shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor, and the Board may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due to the Board from the Contractor is determined.
- g. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement.

25) Insurance Coverage. The Contractor shall obtain, pay for, and maintain the insurance coverages listed in paragraphs (a) through (e) below with respect to performance of the Agreement. The Contractor shall be responsible for premiums, fees and other costs associated with obtaining and maintaining such required insurance, and the Board shall have no obligation to reimburse the Contractor, therefore. The Board reserves the right to waive or modify the below requirements, if appropriate.

- (a) Statutory workers compensation insurance required to be held by any State or Federal law, including other states coverage, and employers' liability coverage with limits of \$500,000 each accident, \$500,000 each employee and \$500,000 aggregate for disease;
- (b) Commercial General Liability coverage for bodily injury, property damage, and personal injury liability of not less than \$1,000,000 combined single limit each occurrence or offense, and \$2,000,000 general aggregate. Coverage is to include premises and operations, independent contractors, and products and completed operations;
- (c) Business Automobile Liability insurance including coverage for any owned, hired, or non-owned vehicle, with limits of not less than \$1,000,000 combined single limit, including an MCS 90 endorsement;
- (d) Umbrella excess or excess liability insurance above the required commercial general, business automobile, and employers' liability insurance in the amount of \$1,000,000 each occurrence and aggregate; and

Additional Insureds. The Contractor shall name the County of Monmouth, Monmouth County Board of Recreation Commissioners, and their respective officers, servants, and agents as additional insureds (the "Additional Insureds") on all insurance policies required pursuant to this Appendix A (other than paragraphs 1(a) and (c) hereof).

To the extent permitted by Applicable Law, and by the insurance policies, each party shall waive the subrogation rights of its various insurance carriers in favor of the other party.

Insurance Certificates. Insurance, and any renewals thereof, shall be evidenced by certificates of insurance issued or countersigned by a duly authorized representative of the issuer and delivered to the Board for its approval.

Notices. Each insurance policy shall be endorsed to require 45 days written notice to the Board of cancellation, or intent not to renew by the insurance company.

Non-Recourse Provision. All insurance policies shall provide that the insurers shall have no recourse against the Additional Insured for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required hereunder shall be the primary source of any restitution or other recovery for any injuries to or death of persons or loss or damage to property incurred as a result of an action or inaction of the Contractor or its subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by the Board.

Subcontractors. The Contractor shall be responsible for ensuring that all subcontractors that are providing contract services secure and maintain all insurance coverages (including workers' compensation insurance) and other financial sureties required by New Jersey law in connection with their presence and the performance of their duties at or concerning the providing of contract services.

Qualifications of Insurers. The Contractor is required to obtain the insurance set forth herein with insurance companies allowed to do business in the State of New Jersey, which maintain ratings of at least A- VII in the latest evaluation of the A.M. Best Contractor Reports.

26) Liquidated Damages. This Agreement provides for the payment of liquidated damages in certain circumstances of nonperformance, breach, and default. Each party agrees that the damaged party's actual damages in each such circumstance would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Except as otherwise specifically provided herein, such liquidated damages shall constitute the only remedy in such circumstances by the nonperforming, breaching, or defaulting party, regardless of legal theory.

IN WITNESS WHEREOF, the parties have signed this agreement.

MONMOUTH COUNTY BOARD
OF RECREATION COMMISSIONERS

{VENDOR NAME}

BY: _____
Kevin Mandeville, Chairman

BY: _____

ATTEST:

Andrew J. Spears, Director

ATTEST:

DATE: _____

DATE: _____

RESOLUTION NO: _____

PURCHASE ORDER NO: _____



LAND CLEARING AND SITE RESTORATION AT THOMPSON PARK

TECHNICAL SPECIFICATIONS

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1. SUMMARY AND DESCRIPTION

- A. The Owner is the County of Monmouth, Monmouth County Board of Recreation Commissioners, 805 Newman Springs Road, Lincroft, NJ 07738-1695. The Owner's Representative is R.J. Curcio, Environmental Specialist, Monmouth County Parks System, (732) 842-4000 ext. 4267.
- B. The work to be performed under this Contract includes the selective removal of trees, including grinding of stumps, eradication and removal of undesirable woody species; grinding, chipping and removal of debris; fine grading and hydroseeding in a 35,000 ft² hedgerow.

All Contractors submitting bids are encouraged to carefully examine the site for the proposed work and thoroughly review the contract requirements prior to submission of a bid proposal. Each Bidder shall satisfy oneself as to the character, quality, and quantities of work to be performed, and as to the requirements of this work. The submission of a proposal shall be prima facie evidence that the bidding Contractor has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Contract.

- C. Bids must be made using the Proposal Form that is provided in these Bidding Documents or on copy machine reproductions thereof. This contract is to be awarded to the lowest bidder for each proposal. The Owner shall determine which items will be awarded, reserving the right not to award a contract as needed for each item.
- D. The Contractor should understand that the Contractor is to provide all equipment and materials required for a full and complete job. 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 Specifications, and the Contractor shall cooperate with the Park System and its Agents so that no error or discrepancy in the Specifications shall cause defective materials or workmanship to be used.
- E. The Contractor shall be solely responsible for the supervision and coordination of the Work.
- F. The Contractor shall place a foreman on the Project who shall have at least 1 year experience with the type of work being performed under the Contract. The assigned foreman shall have the responsibility to coordinate the daily operations with the Owner's Representative and shall remain on the Project site while the work under the Contract is being performed.
- G. Contractor shall utilize appropriate worker safety and environmental protection measures at all times. Workers shall have adequate protective equipment and practices. Measures to assure environmental protection and emergency procedures shall be available at all times.
- H. The Owner's Representative will provide day-to-day supervision of the Contract. The Owner's Representative will:

1. Not be responsible for means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.
2. Have the authority to reject Work which does not conform to the Contract Documents.
3. Review and take appropriate action on the Contractor's submittals.
4. Prepare 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.
5. 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.
6. Receive from the Contractor all required application records and related documents pertaining to the various elements of the Work.

DESCRIPTION OF WORK

- A. The work covered under this section of the Specifications includes furnishing all labor, equipment and materials for the performance of all operations.
- B. Work will be conducted in a public park and will require the contractor to take all necessary actions to protect the public safety and welfare.
- C. Contractor shall possess all licenses and obtain and comply with all permits required for this work.
- D. This work will include the removal of small and large caliper trees and brush clearing, hydroseeding the cleared area, **and coordinating with all utility and traffic authorities to accomplish the described work.**
- E. This work will also include the protection of marked trees as designated in the project site.
- F. Contractor shall be responsible for compliance with the requirements of all regulations pertaining to public and worker safety and material handling.
- G. The contractor is responsible for repairing and restoring all ruts created during the work.

MATERIALS

- A. Topsoil- Shall be fertile, friable, well drained and have a pH of between 6.0 and 6.5. Topsoil shall be clean and free of clay lumps, roots and debris more than 1” in diameter, and stones larger than golf ball size and shall contain at least 2.75 percent organic matter. **The Contractor shall submit topsoil certification before it is brought to the site.**
- B. Seed- Shall conform in all respects to Federal Seed Laws and those of the State of New Jersey. Seed shall be delivered to the site in unopened containers, each showing all data required by New Jersey Seed Laws. All Certified seed shall be delivered to the site in original containers complete with metal and blue tags. Store in cool, dry place. **The Contractor shall submit tag analysis prior to seeding.**
- C. Seeding Specifications- All disturbed areas shall be seeded with Conservation Mix ERNMX-114 by Ernst Conservation Seeds, Inc. or approved equal applied at the manufacturer’s recommended rate.
- D. Silt Fence- shall be Mirafi 140N fabric with drawstring running through the fabric along the top. Fence posts shall be 1.5-inch diameter hardwood posts.

METHODS

A. GENERAL PRACTICE

- 1. All trees and large shrubs adjacent to the project areas shall be protected from compaction, damages and disturbances and will require fence installed outside the drip line of protected trees or shrubs if actions cannot be taken to minimize such disturbances as determined by the Owner’s representative. The protection shall be maintained until completion of the work and removal is the responsibility of the Contractor, unless otherwise directed by the Owner’s Representative. The Contractor shall exercise care in clearing and preparation of surfaces to avoid the destruction of monuments, benchmarks, existing desirable vegetation and any soil disturbances and other items of note. Owner will indicate such features on a site-by-site basis when known.
- 2. Contractor shall utilize appropriate worker safety and environmental protection measures at all times. Workers shall have adequate protective equipment and practices. Measures to assure environmental protection and emergency procedures shall be available at all times.
- 3. The Contractor shall place a foreman on the Project who shall have at least 1 year experience with the type of work being performed under the Contract. The assigned foreman shall have the responsibility to coordinate the daily operations with the Owner’s Representative and shall remain on the Project site while the work under the Contract is being performed.

4. No clearing or operations shall begin until the limit of work has been reviewed in the field by the Contractor and approved by the Owner's Representative.

B. LAND CLEARING

1. Contractor shall make all necessary arrangements with utility and traffic authorities to complete tree removals. Contractor is required to call 1-800-272-1000 three days prior to start of construction to find locations of all utilities.
2. Install silt fence prior to any soil disturbance and maintain until permanent protection is established. Install on the North perimeter of the site along wetland boundary.
3. Contractor shall furnish a bucket (line lift) truck with minimum 75-foot vertical reach, and all chainsaws, woodchipper, stump grinder, ropes, and related items required.
4. Contractor shall furnish a minimum of three (3) man crew, including an experienced tree trimmer and ground man.
5. Site will be left in a condition that can be easily seeded and mowed without obstacles.
6. Desirable trees marked with flags within the project site shall be protected from damage.
7. All work described in "Land Clearing" shall be completed by March 31, 2025.

C. RESTORATION

1. All stumps to be ground down six (6) inches below grade.
2. Compacted areas shall be loosened by deep raking or rototilling to a depth of 6".
3. Seed mix (Conservation Mix ERNMX-114 by Ernst Conservation Seeds, Inc. or approved equal) to be supplied by the contractor. Comparable products must be approved by Park System representative.
4. Seeding shall be done on a calm day. The seed shall be hydroseeded at the manufacturer's recommended rate.
5. No barren areas larger than two (2) square feet on turfed areas.
6. All work described in "Restoration" shall be completed between April 1, 2025-May 2, 2025.

D. SPECIAL CONDITIONS

1. Soil disturbance shall be below the 5000 s.f. limit for a Soil Erosion Control permit, which includes staging areas where soil disturbance is likely and any other disturbances including the establishment of access roads, grading, stump removals, or other major soil disturbances beyond the removal of vegetation.
2. Park system reserves the right to substitute or reduce from the listed acreage as conditions necessitate. Prices to be determined by unit price as specified on proposal pages by contractor.

2. INSURANCE

- A. The Contractor shall maintain the following insurance coverage, and provide a certificate of same, naming the Board of Recreation Commissioners as the certificate holder. The County of Monmouth and the Friends of the Monmouth County Park System must be named as additional insured on all policies except the Workmen's Compensation policy.
 1. Workman's Compensation and Employers' 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.
 2. 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.
 3. 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. An MCS-90 certificate shall be filed with the State if hazardous materials or waste will be transported during the performance of the work.

3. SUBMITTALS

- A. 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 the contract. It shall be revised by the conditions of the work at appropriate intervals.
- B. 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 product labels, application reports, and certifications.

- C. 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.

4. SITE INVESTIGATION

- A. 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.
- B. 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.

5. PROTECTION OF SITE

- A. The sites are preserved parklands and considered environmentally significant. Exercise extreme care in all aspects of the work to preserve and protect the environmental integrity of these sites.
- B. Field Protection: Equipment is not permitted on the adjacent agricultural field delineated in the map. There will be a 30' buffer for access.
- C. Fire Protection: Maintain fire extinguishers on site during all construction activities.

6. UTILITIES

- A. 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.
- B. 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.
- C. The Contractor will supply the Park System Representative with the confirmation number of the "One - Call" system prior to the start of construction.

7. WORK SEQUENCE

- A. Upon the receipt of the Notice to Proceed, 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 Completion as specified in the Contract as one (1) year from date of Notice to Proceed.
- B. Work on-site construction and/or staging will not be permitted until the following documents have been received by the Monmouth County Park System Purchasing Agent: Certificate of Insurance

8. WORK HOURS

- A. 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.
- B. All on- site, regular (non-emergency), work will be confined to Monday to Friday, between the hours of 7:00am and 5:00pm. Unless prior written approval is obtained from the Park System, no on-site, regular work will be permitted on County holidays.
- C. Work will not be permitted on hunting days including December 9, 11, 13, 19, 2024 and January 7, 2025.

9. OCCUPANCY

- A. 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.
- B. 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 System.

10. PROJECT MEETINGS

- A. 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. Typical agenda of preconstruction meeting is as follows:
 - 1. Distribution of Contract Documents
 - 2. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and Park System and/or its Agent.
 - 3. Channels and procedures for communications.
 - 4. Construction schedules, including sequence of critical work.
 - 5. Procedures for processing of submittals and other data submitted to the Park System and/or its Agent for review.
 - 6. Procedures for processing of Applications for Payments, Construction Change Directives, Change Orders and Contract Closeout Procedures.
 - 7. Rules and regulations governing performance of the Work.
 - 8. Construction facilities and controls provided by the Park System and the Contractor.
 - 9. Temporary utilities provided by Park System and Contractor.
 - 10. Procedures for security, grounds maintenance, and related matters.
 - 11. Use of premises by Park System personnel and the public.

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 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. 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.

11. QUALITY ASSURANCE

- A. 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.
- B. Work which does not comply with workmanship standards as specified and as recognized in the construction industry shall be removed and replaced.

12. TEMPORARY CONSTRUCTION & UTILITIES

- A. Electric power and utilities shall be taken from the nearest source. The Contractor shall coordinate with the Park System regarding availability of electric and other utilities.
- B. Water for Construction Purposes
 - 1. 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.
 - 2. 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.
 - 3. Arrangements for service shall be coordinated with the Park System. Water shall be distributed by means of hose connections; installed, protected, and maintained at the expense of the Contractor.
 - 4. 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.
- C. Sanitary Accommodations:
 - 1. 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.

13. SECURITY

- A. 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.
- B. 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.
- C. 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.

14. ENVIRONMENTAL

- A. Species of concern, Threatened and Endangered species may utilize the site at some point. Upon notice, disturbance shall be avoided by modification of the project or timing of activity to avoid any negative impacts.
- B. The Contractor shall comply with all requirements of the New Jersey Department of Environmental Protection and the Soil Conservation District.
- C. It is intended that the 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.
- D. 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.
- E. Storage areas for stock piling 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.
- F. 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.
- G. 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.

- H. 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 ensure that construction activities have not detrimental impact on these areas. It is the Contractor's responsibility to meet the conditions of all NJDEP Environmental Permits.
- I. Burning rubbish and waste material on the site shall not be permitted.
- J. Construction equipment shall be equipped with properly operating emission control devices. Equipment not utilizing said devices shall be removed immediately from the site.
- K. 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.
- L. Fuels, lubricants or other hazardous materials shall not be stored in any Resource Area or the Buffer Zone of any Resource Area.
- M. Fuels, lubricants and other hazardous materials shall be stockpiled within an area of positive containment. The area shall have no open connection to 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.
- N. 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.
- O. The construction project shall be in compliance with all Federal, State, and local laws with respect to hazardous materials.
- P. All clean-up and disposal operations shall comply with all applicable Federal, State and local statutes, regulation, ordinances and anti-pollution laws.
- Q. Construction equipment, including generators and compressors, shall be enclosed or equipped with mufflers, silencers, or other equipment to minimize noise.
- R. The Contractor shall limit construction noise in accordance with EPA and HUD latest standard criteria.
- S. 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.

15. TRAFFIC REGULATION-PARKING

- A. The Contractor shall coordinate all parking and areas needed for construction purposes with the Park System Representative.

16. EQUIPMENT STORAGE AND PROTECTION

- A. 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.
- B. 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.

17. CLEAN UP

- A. 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 all 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.

Final Cleanup – Immediately prior to Final Acceptance Inspection:

1. Remove from the site all facilities, tools, surplus materials, equipment, scrap, debris, and waste.
2. Dismantle and remove all soil erosion control measures including silt fence, hay bales, etc.
3. 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.

4. Conduct final progress cleaning.
5. Inspect surfaces and carefully remove all traces of soil, waste materials, smudges, handprints, 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.
6. Broom clean pavements.
7. Rake clean soil and established grass areas, and completely remove resultant debris.

18. SUBSTANTIAL COMPLETION

- A. 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 Contractor's assessment.

Should the Park System determine that the Work is not substantially complete:

1. The Park System will promptly so notify the Contractor giving the reasons therefore.
 2. The Contractor shall remedy the deficiencies and notify the Park System when ready for re-inspection.
 3. The Park System will re-inspect the Work.
- B. When the Park System concurs that the Work is substantially complete 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.

19. PUNCH LIST

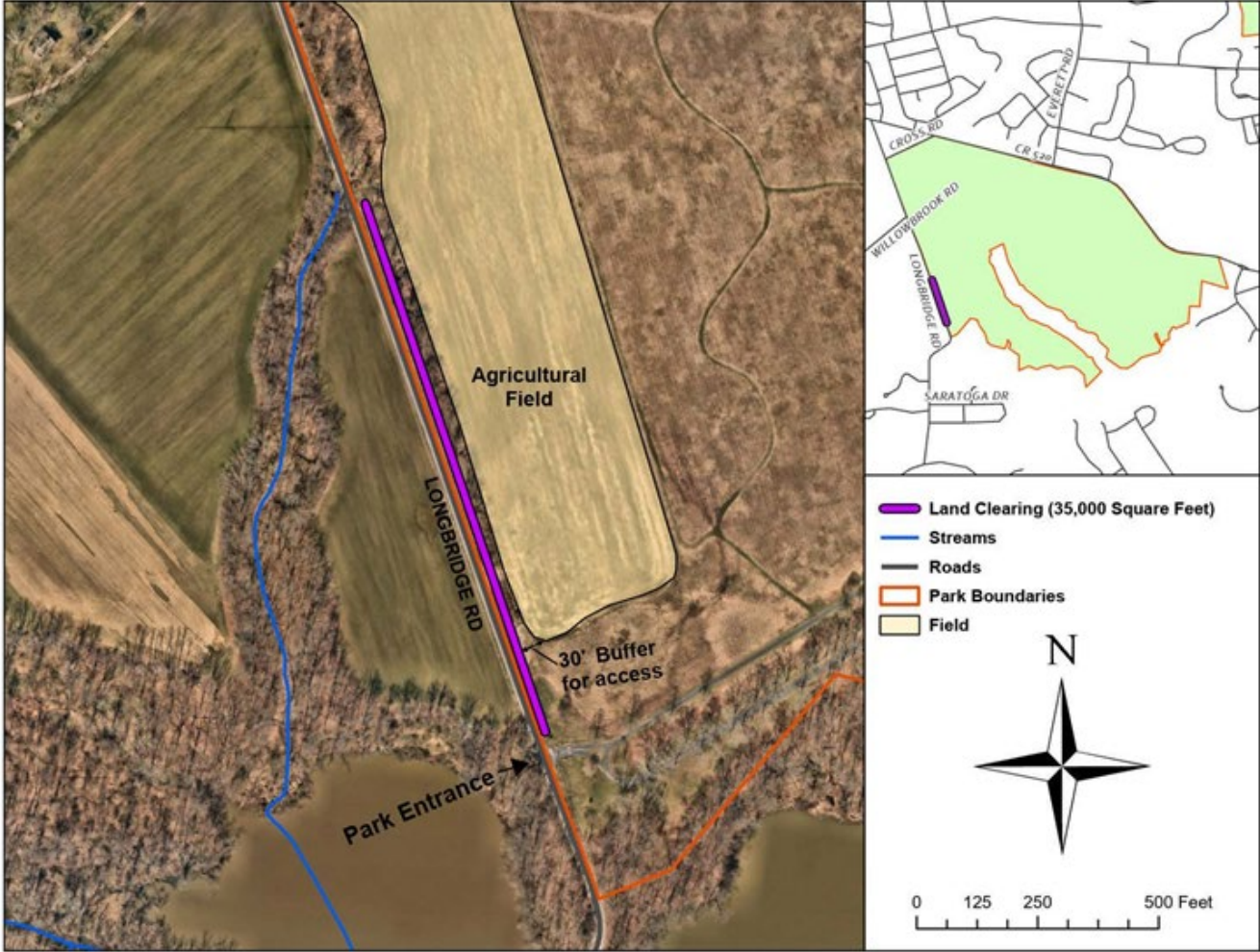
- A. The Contractor shall carefully check his own work as the work is being performed. Unsatisfactory work shall be corrected immediately.
- B. During the finishing stages of the project, the contractor shall make frequent inspections and keep the Park System informed so as to progressively check for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

- C. 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.
- D. 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.
- E. 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.
- F. The General Contractor shall correct all punch list items within a time frame to be established when the punch list is made.

20. FINAL COMPLETION

- A. 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.
- B. The Contractor shall certify that Work has been completed in accordance with the Contract Documents; and Work is completed and ready for final inspection.
- C. Should the Park System determine that the Work is incomplete or defective: The Park System will promptly so notify the Contractor, listing the incomplete or defective work. The Contractor shall thereon remedy the deficiencies promptly and notify the Park System when ready for re-inspection.
- D. When the Park System determines that the Work is acceptable under the Contract Documents, and that all submittals required(Closeout Submittals) are in order and approved, s/he will certify this project complete.

SITE MAP:



SITE CONDITIONS:



Picture 1: Large caliper dead trees



Picture 2: Undesirable shrubs and vines



Picture 3: Back side of hedgerow for access

BIDDER'S CHECKLIST

BID #: 0068-24

(Owner's checkmarks)



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



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

- | | | |
|--------------|--|-------|
| <u> X </u> | Proposal (Original) | _____ |
| <u> X </u> | Statement of Ownership | _____ |
| <u> X </u> | Non-Collusion Affidavit | _____ |
| <u> X </u> | Acknowledgement of Addenda or Revisions (if any) | _____ |

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

- | | | |
|--------------|--|-------|
| <u> X </u> | Copy of NJ Business Registration Certificate for the bidder
and subcontractors (if any) | _____ |
| <u> X </u> | EEO/Affirmative Action Certificate | _____ |
| <u> X </u> | References / List of previous and/or active relevant work | _____ |
| <u> X </u> | Certification of Non-Involvement in Prohibited Activities in Russia
or Belarus | _____ |

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS:

PRINT NAME OF BIDDER: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

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

PROPOSAL

PROJECT NAME: LAND CLEARING AND SITE RESTORATION AT THOMPSON PARK

WORK INCLUDE: Furnishing all labor, equipment, and materials to selectively remove dead and undesirable trees, shrubs, and brush from a 35,000 ft² roadside hedgerow. A follow-up site restoration will include the removal of all debris from site, preparation of ground for seeding, and hydromulching seed.

SUBMITTED TO: **JENNIFER KACZALA, QPA**
PURCHASING AGENT
Monmouth County Park System
805 Newman Springs Rd, Lincroft, New Jersey

hereinafter known as **OWNER**.

SUBMITTED BY: _____,
(type or print Bidder's Legal Name)

hereinafter known as **BIDDER**.

BE IT KNOWN:

BIDDER is thoroughly familiar with all provisions and requirements of the Bidding Documents and the conditions under which the Work is to be performed;

BIDDER finds that the proposed Contract Documents are complete, and that they are appropriate for the full, proper, and timely performance of the proposed Contract;

BIDDER possesses and commits to the OWNER the technical knowledge, practical experience, management skills, and all other resources that will be needed to perform the Work contemplated by, described in, and reasonably inferred from the proposed Contract Documents;

BIDDER represents that this Bid is legitimate, and that the various documents which accompany this Bid are accurate, complete and true.

NOW THEREFORE BIDDER HEREBY PROPOSES to furnish all supervision, labor, materials, services, tools, equipment, licenses, permits, and payments of lawful fees and taxes which may be necessary to fully perform the OWNER's proposed contract.

PART A: BASE BID

PROPOSAL:

**Thompson Park
805 Newman Springs Rd
Lincroft, NJ 07738**

ITEM / DESCRIPTION	QTY	Unit	UNIT PRICE	PRICE
ITEM #1. Land Clearing Provide all labor, equipment, tools, and materials to cut and remove 35,000 ft ² trees, shrubs, and vines. Cut & chipped material to be removed from the site. Contractor is responsible for coordination with utility and traffic authorities. To be completed by March 31, 2025.	35,000	Square Feet	\$ _____	\$ _____
ITEM #2. Site Restoration All stumps ground down six inches below grade. Includes Backfilling with topsoil to grade. Cleared area hydromulched with turf. To be completed between April 1 and May 2, 2025.	35,000	Square Feet	\$ _____	\$ _____

TOTAL BASE BID PRICE (Items 1- 2 inclusive)....\$ _____	TOTAL
IN WORDS _____	

PART B: OWNER'S EVALUATION OF BIDS

The Owner will determine the Apparent Lowest Bidders based on the total amount of the TOTAL BASE BID PRICE for Proposal. All bidders MUST submit prices for all of the Base Bid items. A single award will be made to a single contractor.

**** CONTRACTOR MUST SUBMIT A COMPLETE BID PROPOSAL PACKET.**

PART C: CONTRACT TIME AND LIQUIDATED DAMAGES

The CONTRACT TIME shall be 90 calendar days, commencing on the day next following the Contractors receipt of the NOTICE TO PROCEED from the OWNER. 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 D: ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addenda or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addenda or Clarification. (BIDDER must type or print acknowledged Addenda or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.)

Addendum or Clarification # _____ Date Received: _____

Addendum or Clarification # _____ Date Received: _____

NO ADDENDA WERE RECEIVED

PART E: 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

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.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Address

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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

NON-COLLUSION AFFIDAVIT

(N.J.S.A. 52:34-15)

STATE OF _____) ss:

COUNTY OF _____)

**Re: LAND CLEARING AND SITE RESTORATION AT THOMPSON PARK
(BID #0068-24)**

I, _____ (name)

of full age, being duly sworn according to law, on my oath depose and say:

I am the _____ (title)

of _____ (name of bidder), the bidder for the above named project, and that I executed the said bid with full authority so to do; that the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in the bid and in this affidavit are true and correct, and made with full knowledge that the County of Monmouth relies upon the truth of the statements contained in the bid and in the statements contained in this affidavit in awarding a contract for the 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 my firm for the purpose of securing business.

Signed: X _____

Subscribed and sworn to

before me this _____ day

of _____, 20__.

Notary Public of

My commission expires _____, 20__.

MONMOUTH COUNTY PARK SYSTEM
805 NEWMAN SPRINGS ROAD
LINCROFT, NJ 07738
(732) 842-4000

ACKNOWLEDGMENT OF ADDENDA/CLARIFICATION

BIDDER acknowledges receipt of the following listed Addendum or Clarification that have been issued for this Project. BIDDER warrants that this Bid fully accounts for all requirements, terms and conditions of these Addendum or Clarification. (BIDDER must type or print acknowledged Addendum or Clarification numbers and dates --- This bid form does not need to be returned if no Addenda were issued.

Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____
Addendum or Clarification # _____	Date Received: _____

Vendor Name:

PS/Bid#:

Signature:

Name (Please Print):

Title:

Date:

EXHIBIT A

MANDATORY ANTI-DISCRIMINATION IN EMPLOYMENT LANGUAGE N.J.S.A. 10:2-1

CONSTRUCTION, ALTERATION OR REPAIR OF ANY PUBLIC BUILDING OR PUBLIC WORK OR FOR THE ACQUISITION OF MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES CONTRACTS

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

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract, or other means of procurement of goods, services, equipment, or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c. 490 (C.18A:18A-51 et seq.).

(Revised 2/2017)

EXHIBIT B

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 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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, upgrading, 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 of the contractor's commitments under this chapter 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.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (electronically provided by the Division of Purchase & Property, CCAU, EEO Monitoring Program and distributed to the public agency through the Division of Purchase & Property, CCAU, EEO Monitoring Program's website at www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C. 17:27-1.1 et seq.*

(Revised 2/2017)

EXHIBIT C

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the County of Monmouth, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

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: _____	

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: _____

CERTIFICATION OF NON-INVOLVEMENT IN
PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

<hr/> Signature of Vendor's Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor's Authorized Representative	<hr/> Vendor's FEIN
<hr/> Vendor's Name	<hr/> Vendor's Phone Number
<hr/> Vendor's Address (Street Address)	<hr/> Vendor's Fax Number
<hr/> Vendor's Address (City/State/Zip Code)	<hr/> Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).