

PROJECT MANUAL

for Bid # 26-10

ACCESS CONTROL, VIDEO SURVEILLANCE, AND SECURITY SYSTEM SPECIFICATIONS CITY OF CAPE MAY

City of Cape May, Cape May County, N.J.

July 14, 2026, at 10:00 A.M.



LEGAL NOTICE

Notice is hereby given by the City of Cape May that a invitation for public bid will be received by the City on July 14, 2026, at 10:00A.M. prevailing time conducted on electronic platform, in accord with N.J.A.C. 5:34-1 et. Seq., on BIDNET at www.bidnetdirect.com//capemaycity

BID# 26-10 ACCESS CONTROL, VIDEO

SURVEILLANCE, AND SECURITY SYSTEM

SPECIFICATIONS CITY OF CAPE MAY

NOTE:

It is the bidder's responsibility to ensure that the bid package is uploaded onto the e-procurement site by the bid opening date and time. Any bid document received after the deadline established by the Department of Purchasing will not be accepted, regardless of the method of delivery.

Bidders must comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 et. Seq.,

For zoom contact and opening invitation please contact the Qualified Purchasing Agent at scanning@thecanninggroup.org

The City of Cape May will award this bid to the lowest responsible bidder in accord with N.J.S.A. 40A:11-4A.

This procurement has been advertised in accordance with the "Fair and Open Basis" (N.J.S.A. 19:44A-20.5).

Date: June 16, 2026

Erin C. Burke
City Clerk

Applicable to Bid if marked "X"	DOCUMENTATION REQUIRED OR REVIEWED	Initials	When Due
X	Bid Guarantee (Bid Bond or Certified/Cashier's Check) (with POA for full amount of Bid Bond)		With Bid Submission
X	Consent of Surety (Certificate from Surety company)		With Bid Submission
X	Performance Bond and Labor and Material Payment Bond (Required from the Awarded Contractor)		At signing of contract
	Maintenance Bond in the Amount of 100 % for a period indicated in "General Conditions" Required from the Awarded Contractor Upon Acceptance of Project		Upon Acceptance of Project
X	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)		With Bid Submission
X	Ownership Disclosure Form		With Bid Submission
X	Named Subcontractors in Bid for Listed Specialty Trades		With Bid Submission
X	Public Works Contractor Registration Certificate(s) for the Bidder and all Sub Contractors		Prior to Award, but effective at time of bid
X	Business Registration Certificate – Bidder and all Sub Contractors		Prior to Contract Award
X	Non-Collusion Affidavit		With Bid Submission
X	Experience and Qualifications		With Bid Submission
X	Insurance and Indemnification Certificate		Prior to Contract Award
X	Federal debarment Form		Prior to Contract Award
X	Prevailing Wage Certification (PL 2021, C301)		Prior to Contract Award
X	Equipment Certification		With Bid Submission
X	EEO/AA Form AA-201		After Notice of Award, Prior to Signing Contract
	EEO/AA Form AA-302 or Letter of Federal Approval or Certificate of Employee Information Report		After Notice of Award, Prior to

			Signing Contract
X	Bidder's Checklist		With Bid Submission

This checklist is provided for bidder’s use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder
Name:

Date:

Authorized
Representative:

Signature:

Print Name &
Title:

ACCESS CONTROL, VIDEO SURVEILLANCE, AND SECURITY SYSTEM SPECIFICATIONS

1.0 PURPOSE

- a. It is the intent of the City of Cape May to augment the current security camera system within the City. The locations of additional cameras shall be:
 - i. Cape May Police Department, 701 Lafayette Street, Cape May,
 - ii. Cape May Police Department, 643 Washington St, Cape May, NJ 08204,
 - iii. Community Center located at 110 Ocean St., Cape May, N.J. 08204,
 - iv. Welcome Center located at 609 Lafayette St., Cape May, N.J. 08204,
 - v. Public Works Facility located at 830 Canning House La, Cape May, NJ 08204
- b. The intent of this bid is for the City of Cape May to a turnkey, fully installed and configured "Verkada" camera system in the above locations that will provide adequate coverage of both inside and outside areas of each building and will be able to identify individuals involved in security breaches, vandalism, or other situations. The solution must include seamless integration by adding cameras to the existing system with minimal downtime.
- c. The current system is connected with the Verkada system in Cape May Point, as well as cameras on our Beach Front and Washington Street Mall.
- d. All bid solutions must demonstrate seamless integration with the existing system.
- e. Verkada or equivalent must be demonstrated by a bidder offering an alternative in accord with the standards as set forth on the New Jersey Local Public Contracts Law.

2.0 SCOPE OF WORK

- a. The contractor shall provide all labor, supervision, programming, configuration, mounting hardware, testing, startup, and commissioning required for a complete turnkey installation.
- b. The work shall include, but not be limited to:
 - i. Electronic access control system
 - ii. Card reader and keypad reader installation
 - iii. Door controllers and locking integration
 - iv. Interior and exterior IP-based video surveillance cameras
 - v. Multi-sensor panoramic camera systems
 - vi. Wireless panic/duress notification devices
 - vii. Alarm panel integration
 - viii. Cloud or enterprise management licensing
 - ix. System training and documentation
 - x. Final testing and commissioning

3.0 ACCESS CONTROL SYSTEM REQUIREMENTS

- a. General The access control system shall:

- i. Support centralized management through secure web-based software
 - ii. Provide role-based permissions and audit logging
 - iii. Support remote administration
 - iv. Allow integration with video surveillance and alarm events
 - v. Maintain encrypted communications between controllers and management platform
- b. Readers - The system shall include approximately:
 - i. 11 multi-format card readers
 - ii. 12 multi-format card readers with integrated keypad capability
- c. Readers shall:
 - i. Support industry-standard credential formats
 - ii. Support encrypted smart credentials
 - iii. Be vandal resistant and weather resistant where exterior mounted
 - iv. Include LED and audible indicators
- d. Door Controllers - Provide approximately 23 intelligent door controllers.
 - i. Controllers shall:
 - ii. Support local decision making during network outages
 - iii. Provide secure communication
 - iv. Support door position monitoring, request-to-exit, lock control, and alarm inputs
 - v. Support battery backup integration
 - vi. Lock Integration
 - vii. Provide integration with approximately 23 electronic locking devices furnished under this or related contracts.

4.0 VIDEO SURVEILLANCE SYSTEM

- a. General - Provide a fully IP-based video surveillance system capable of centralized management, live monitoring, recording, playback, export, and user permission management.
- b. The system shall support:
 - i. Minimum 30-day video retention
 - ii. Motion-based recording and event search
 - iii. Mobile and desktop access
 - iv. Secure cloud or hybrid storage architecture
- c. Interior Cameras - Provide approximately:
 - i. 11 indoor fixed mini-dome cameras
 - ii. Minimum requirements:
 - iii. 5MP resolution
 - iv. Fixed lens
 - v. Infrared capability
 - vi. Onboard or centralized recording capability

d. Exterior Cameras - Provide approximately:

- i.** 2 exterior dome cameras with zoom capability
- ii.** 2 exterior bullet cameras with telephoto or zoom capability
- iii.** 1 exterior fisheye panoramic camera
- iv.** 2 dual-sensor panoramic cameras
- v.** 3 four-sensor panoramic cameras

e. Exterior cameras shall:

- i.** Be weatherproof rated
- ii.** Include low-light capability
- iii.** Support wide dynamic range
- iv.** Include vandal-resistant housings where required

f. Multi-Sensor Cameras - Panoramic/multi-sensor cameras shall:

- i.** Provide simultaneous multi-directional coverage
- ii.** Support independent sensor adjustment
- iii.** Allow digital zoom and forensic playback

g. ALARM AND DURESS SYSTEM – Provide

- i.** 1 alarm control panel
- ii.** 1 wireless communication hub
- iii.** Approximately 6 wireless panic/duress buttons
- iv.** Approximately 5 duress mushroom switches
- v.** Approximately 5 alarm push buttons
- vi.** Approximately 5 visual strobe notification devices

h. The system shall:

- i.** Generate immediate alarm notifications
- ii.** Support integration with access control and video systems
- iii.** Provide event logging and notification capability

i. SOFTWARE LICENSING

- i.** Provide all required software licenses, subscriptions, cloud services, and support agreements necessary for full operation of:
- ii.** Access control system
- iii.** Video surveillance system
- iv.** Multi-sensor camera systems
- v.** Alarm monitoring platform
- vi.** Licenses shall include a minimum three (3) year term.

j. INSTALLATION REQUIREMENTS

- i.** General Contractor shall:
- ii.** Coordinate with City representatives and other trades
- iii.** Install all equipment in accordance with manufacturer recommendations

- iv. Label all devices and wiring
- v. Provide clean and professional installation practices

k. Cabling

- i. Low-voltage cabling may be furnished by others unless otherwise specified.
- ii. Contractor shall identify all cable requirements and termination standards necessary for complete operation.

l. Mounting

- i. Provide all required:
- ii. Arm mounts
- iii. Pendant mounts
- iv. Corner mounts
- v. Junction boxes
- vi. Specialty mounting hardware

m. Exterior Installation Conditions

- i. Exterior devices shall be installed using ladders unless otherwise coordinated.
- ii. Any devices requiring installation above approximately 20 feet shall require prior coordination regarding lift access, roof access, or other means provided by the owner.

n. TESTING AND COMMISSIONING

- i. Contractor shall:
- ii. Test all devices and integrations
- iii. Demonstrate system functionality
- iv. Verify recording retention
- v. Verify access control functionality
- vi. Verify alarm notification operation
- vii. Correct all deficiencies prior to acceptance

o. TRAINING

- i. Provide onsite training for designated City personnel covering:
- ii. System administration
- iii. User management
- iv. Video retrieval/export
- v. Alarm acknowledgment
- vi. Basic troubleshooting

p. WARRANTY

- i. Provide minimum:
- ii. One (1) year labor warranty
- iii. Manufacturer hardware warranties
- iv. Software support during licensing term

q. SUBMITTALS

- i. Contractor shall provide:
- ii. Product data sheets
- iii. System architecture diagrams
- iv. Device schedules
- v. Licensing information
- vi. Training documentation
- vii. Warranty information
- viii. As-built documentation

r. EQUIVALENCY

- i. Any references to functionality, performance, or interoperability shall be considered minimum standards. Equivalent systems capable of meeting operational requirements shall be acceptable subject to City review and approval.

s. EXCEPTIONS

- i. Cat 6 wire to be pulled by others
- ii. Any cameras to be mounted higher than 22 ft will either be accessible from the roof or a lift/bucket will be provided by the city

5.0 NON POLICE SIDE OF INSTALLATION SPECIFICATIONS

6.0 Scope of Work

- a. The Contractor shall furnish, install, configure, test, and place into operation a complete IP-based video surveillance system consisting of cameras, mounts, networking equipment, software licenses, cabling, accessories, and all labor necessary to provide a fully operational system.
- b. The system shall be installed at the following locations:
- c. **Location A – Community Center**
 - i. Provide and install:
 - 1. Five (5) indoor fixed dome cameras.
 - 2. Four (4) outdoor dome cameras.
 - 3. One (1) outdoor multi-sensor panoramic camera.
 - ii. **Location B – Welcome Center Exterior**
 - iii. Provide and install:
 - 1. One (1) outdoor multi-sensor panoramic camera.
 - 2. Four (4) outdoor dome cameras.
 - iv. **Location C – Public Works Facility**
 - v. Provide and install:
 - 1. One (1) outdoor camera mounted on a pole-mounted solar-powered surveillance platform.
 - vi. Final camera placement shall be coordinated with the Owner prior to installation.

d. Approved Manufacturers

- e. Equipment shall be:
 - i. Verkada; or Approved equal.

- ii. Any proposed equivalent system shall provide the same or greater functionality, image quality, storage capability, cybersecurity protections, cloud-management capabilities, warranty coverage, and licensing structure.
 - iii. The burden of demonstrating equivalency shall be the responsibility of the bidder.
-

f. Camera Specifications

- i. **Indoor Dome Cameras (Qty. 5)**
 - ii. Equivalent to Verkada CM42 or approved equal.
 - iii. Minimum requirements:
 - 1. 5 MP resolution.
 - 2. Fixed lens.
 - 3. Indoor-rated enclosure.
 - 4. Integrated onboard storage.
 - 5. Power over Ethernet (PoE).
 - 6. Day/night operation.
 - 7. Cloud-managed platform.
 - 8. Minimum thirty (30) days retention capacity.
-

g. Outdoor Dome Cameras (Qty. 8)

- i. Equivalent to Verkada CD63 or approved equal.
 - ii. Minimum requirements:
 - 1. 4 MP minimum resolution.
 - 2. Optical zoom capability.
 - 3. Outdoor-rated enclosure.
 - 4. IK-rated vandal resistance.
 - 5. Integrated onboard storage.
 - 6. PoE powered.
 - 7. Day/night operation.
 - 8. Cloud-managed management platform.
 - 9. Minimum thirty (30) days retention capacity.
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h. Outdoor Multi-Sensor Cameras (Qty. 2)

- i. Equivalent to Verkada CH53 or CH63 Multi-Sensor Series or approved equal.
- ii. Minimum requirements:
 - 1. Four independent image sensors.
 - 2. Adjustable sensor positioning.
 - 3. Panoramic coverage capability.
 - 4. Integrated onboard storage.
 - 5. Outdoor-rated enclosure.
 - 6. Remote configuration capability.
 - 7. Minimum thirty (30) days retention capacity.
 - 8. Cloud-managed operation.

i. Solar-Powered Remote Surveillance Unit (Qty. 1)

- i. Equivalent to Gridless Sentry or approved equal.
 - ii. Minimum requirements:
 - 1. Rugged outdoor enclosure.
 - 2. Integrated battery backup system.
 - 3. Solar charging capability.
 - 4. Remote monitoring capability.
 - 5. Support for IP camera integration.
 - 6. Minimum three (3) PoE ports.
 - 7. Pole-mount installation hardware.
 - 8. Cloud-based management platform.
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j. Communications Equipment

- i. The Contractor shall provide all networking equipment required for a complete installation, including:
 - ii. **Wireless Bridge Equipment**
 - iii. Equivalent to Gridless or approved equal.
 - 1. Provide:
 - 2. Two (2) wireless bridge radios.
 - 3. Outdoor-rated antennas.
 - 4. 5 GHz communications capability.
 - 5. Sufficient throughput to support all camera traffic.
 - iv. **Network Switching** Provide:
 - 1. One (1) PoE network switch.
 - 2. Gigabit Ethernet capability.
 - 3. Sufficient PoE power budget for all connected devices.
 - v. **Power Conversion Equipment**
 - 1. Provide:
 - 2. Required PoE injectors, converters, and power supplies.
 - 3. Surge protection where applicable.
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k. Camera Mounting Hardware

- i. Contractor shall provide all mounting accessories necessary for installation, including:
 - 1. Pole mounts.
 - 2. Corner mounts.
 - 3. Pendant mounts.
 - 4. Arm mounts.
 - 5. Multi-sensor camera mounts.
 - 6. Adapters and brackets.
 - 7. All hardware shall be manufacturer-approved and suitable for the intended installation environment.
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l. Cabling

- i.** Contractor shall furnish and install all required cabling. Requirements:
 - 1.** Category 6 minimum.
 - 2.** Outdoor-rated cabling where exposed.
 - 3.** Proper grounding and surge protection.
 - 4.** All terminations tested and certified.
 - 5.** Labeling of all cables and equipment.
 - 6.** Cable lengths are assumed not to exceed 300 feet from the nearest telecommunications room, MDF, or IDF. Any conditions requiring additional infrastructure shall be identified during the pre-installation site visit.
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m. Licensing and Software

- i.** Provide licenses equivalent to:
 - ii.** Nine (9) standard camera licenses.
 - iii.** Seven (7) multi-sensor camera licenses.
 - iv.** Licenses shall include:
 - 1.** Cloud management.
 - 2.** Video retention.
 - 3.** User administration.
 - 4.** Alerts and notifications.
 - 5.** Firmware updates.
 - 6.** Technical support.
 - 7.** License term shall be three (3) years minimum.
-

n. Installation Services

- i.** Contractor shall provide:
 - 1.** Equipment mounting.
 - 2.** Device configuration.
 - 3.** Network integration.
 - 4.** Camera aiming and optimization.
 - 5.** System testing.
 - 6.** Owner coordination.
 - 7.** Commissioning and startup.
 - 8.** All equipment shall be configured in accordance with Owner requirements.
-

o. Testing and Acceptance

- i.** The Contractor shall:
- ii.** Verify operation of all cameras.
- iii.** Verify recording functionality.
- iv.** Verify remote viewing capability.
- v.** Verify wireless communications.
- vi.** Verify storage and retention settings.
- vii.** Correct any deficiencies prior to acceptance.

p. Warranty

- i.** Provide a minimum one-year warranty covering:
- ii.** Equipment.
- iii.** Installation workmanship.
- iv.** System configuration.
- v.** Software setup.
- vi.** Manufacturer warranties shall be transferred to the Owner upon project completion.
- vii.** This specification retains the exact camera counts and deployment locations reflected in the proposal while making the procurement competitively bid through the use of "Verkada or approved equal" and "Gridless Sentry or approved equal" language.

7.0 QUESTIONS AND BID BONDS

ALL BID SUBMITTALS AND QUESTIONS SHALL BE CONDUCTED ONLY THROUGH BIDNET DIRECT

*******BID GUARANTEES*******

Bid Bonds/ Guarantees shall be sent to the City Clerks office BEFORE the bid opening and a copy uploaded with the bid. Bid Bonds/ Guarantees only, do not send in a physical bid package it will not be honored.

PROPOSAL PAGE

Bidders shall provide a lump sum figure below and attach a detailed breakdown of pricing attached to this proposal page:

LUMP SUM

\$ _____

Company Name

Federal ID # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title:

Telephone Number

Date

Fax Number

E-mail address

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. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicant's 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 or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the

Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination

standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

The contractor or subcontractor shall interview the referred minority or women worker.

If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of worker's in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
 - b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
 - c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
 - d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.
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INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT - CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDDING THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O.BOX209
TRENTON, NJ 08625-0209
(609) 292-9550

STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE

EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

FORMAA-101

Revised 10/03

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER	2. CONTRACTOR ID NUMBER	5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR			
(Name)		CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD	
(Street Address)		6. NAME AND ADDRESS OF PROJECT	
(City) (State) (Zip Code)		COUNTY	7. PROJECT NUMBER
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? <input type="checkbox"/> YES <input type="checkbox"/> NO	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYERORMASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10.PLUMBER										
11.ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18.LABORER										
19.OTHER										
20.OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

FORM AA-202

REVISED 11/11

State Of New JerseyDepartment of Labor & Workforce Development
Construction EEO Compliance Monitoring Program**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

For instructions on completing the form, go to:

http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

1. Name and address of Prime Contractor (NAME)		2. Contractor ID Number	3. F ID or SS Number
4. Reporting Period		5. Public Agency Awarding Contract Date of Award	
6. Name and Location of Project (ADDRESS)		County	7. Project ID Number
(CITY)	(STATE)	(ZIP CODE)	

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS				14. % OF WORK WEEKS		15. CUM. WORK HRS			16. CUM. % OF WH	
				A.	B.	C.	D.	E.	F.	NO. OF MIN. EMP.	TOTAL WORK HOURS	A. MIN. WH	B. FEMALE WH	A. % OF MIN. WH	B. % OF FEMALE WH	TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	A. % OF MIN. WH	B. % OF FEM. WH	
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES												
			J																		
			AP																		
			J																		
			AP																		
			J																		
			AP																		
			J																		
			AP																		
			J																		
			AP																		

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)
(DATE)		

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: _____

If less than 5 years, list previous names and address:

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: __. If yes, provide the details in on a separate page.

Have any liens and lawsuits been filed against the company in the past 5 years: _____

If yes, please provide details:

List similar services you are now providing for which you have signed contract, but not yet started work:

List all major subcontractors to be used to complete the service and the area of their responsibility:

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

Name: _____ **Phone:** _____

Experience & Qualifications Questionnaire

Address: _____

Equipment/Service Provided: _____

Contract Amount: _____

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The City of Cape May** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (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.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT	TRADE NAME: CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#: 970-097-382/500	SEQUENCE NUMBER: 0107330	
ADDRESS: 847 ROEBLING AVE TRENTON NJ 08611	ISSUANCE DATE: 07/14/04	
EFFECTIVE DATE: 01/01/01		
FORM BRC(09-01)		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C~ S12101 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 thereto, are made a part of this contract. In providing any act 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 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 must 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 proceedings 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.

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.

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
- ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Cape May is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City to notify the City 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 City permitting the City to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of _____ I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Cape May is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award City to notify the City 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 City permitting the City to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	<p>Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.</p>
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	<p>The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.</p>

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the _____ does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Cape May is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by City to notify the City 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 City permitting the City to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

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 **City** is 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 **City to** notify the **City** 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 **City** to declare any contract(s) resulting from this certification void and unenforceable.

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

N.J.A.C. 12:60-9 App.

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a contract for public work for a project described as:

[Enter project description here]

STATE OF NEW JERSEY

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

DIVISION OF WAGE & HOUR COMPLIANCE

Certification of Lowest Bidder

_____, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named _____, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOLE) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOLE rules, N.J.A.C. 12:60..

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____ Signature: _____

Title: _____

BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:_____as PRINCIPAL; and_____ A CORPORATION organized and existing under the laws of the State of _____ and duly authorized to do business in the State of New Jersey as SURETY and held and firmly bound unto the **City of Cape May** a body politic and corporate of the State of New Jersey, as OWNER in penal sum of (\$_____) for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, sealed and dated this_____ day of _____20__

The condition of the above obligation is such that whereas the principal has submitted a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

Bid number and name:_____.

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative.

B) If said bid shall be accepted and the Principal shall execute and deliver a contract properly completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid.

Then this obligation shall be void; otherwise it shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents signed by their proper officers, the day and year first set forth above

Witness or attest_____

Principal

Witness or attest:_____

Surety

Attorney – in Fact

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the SURETY COMPANY _____ organized and existing under the laws of the State of _____ and licensed to do business in the State of _____ New Jersey _____ certifies and agrees, that if the contract for the _____ is awarded to _____ the undersigned corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this ____ day _____ of 20____

SURETY COMPANY

Name

Attorney in fact

NON COLLUSION

STATE OF NEW JERSEY
City of Cape May

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the **City of Cape May** relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature of Representative: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

Print Name of Affiant: _____

Notary Public of _____

My commission expires _____

****This form MUST be completed, notarized and submitted with the bid document****

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

Pursuant to General Conditions Terms and Conditions, **any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan)**. Bidders are instructed to list *all* proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

. **All bidders must complete the Notice of Intent to Subcontract form**. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

REQUIRED SUBMISSION

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

Solicitation Number: _____	Solicitation Title: _____
Bidder's Name and Address: Name _____ Address _____ City _____ State _____ Zip Code _____	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ **If awarded this contract, I will engage subcontractors to provide certain goods and/or services.**

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ **If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.**

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the contract to engage subcontractors to provide certain goods and/or services, pursuant to the General Conditions section of this procurement, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the ***Plan*** documentation of such efforts in accordance with NJAC 17:13-4 and the ***Notice to All Bidders***.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	Solicitation No.:
NOTE: If utilizing subcontractors, failure to submit the properly completed form will be sufficient cause for rejection of the bid as non-responsive.	Solicitation Title:
Bidder's Name and Address: _____ _____ _____	Bidder's Telephone No.: _____
	Bidder's Contact Person: _____

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

City of Cape May

PAY TO PLAY ADVISORY **Disclosure Requirement**

P.L. 2005, Chapter 271, Section 3 Reporting **(N.J.S.A. 19:44A – 20.27)**

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

City of Cape May

General Conditions - Construction

SECTION I – SUBMISSION OF BIDS

- The City of Cape May, Cape May County, New Jersey (hereinafter referred to as "OWNER") invites sealed bids pursuant to the Notice to Bidders. Said Notice Bidders is to be attached to and is considered as a part of these General Conditions.
- **If NOT on e-procurement format as described in the LEGAL NOTICE**, in person, sealed bids will be received by the designated representative of The City at the time and place stated in the Notice to Bidders, and at such time and place win publicly open and read aloud all bids received. If delivered prior to the date and time of opening, bids **MUST BE DELIVERED TO The City CLERKS OFFICE ONLY**. Bidder is solely responsible for this delivery.
- The bid proposal form shall be submitted on the prescribed form with appropriate spaces properly filled in and with all required supporting documentation, in a sealed envelope:
 - Addressed to The City of Cape May
 - Bearing the name and address of the bidder written on the face of the envelope
 - Clearly marked "BID" with the contract title and/or BID # being identified
 - Bidders shall submit an original as well as a printed copy(ies), clearly labeled as "COPY"
 - Bidders shall also, if indicated in notice submit their bid in CD/ Flash Drive form.
- It is the bidder's responsibility to see that the bid is presented to The City on the hour and at the place designated. Bids may be hand delivered or mailed; however, The City disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the designation above, must also appear on the outside of the delivery company envelope. Bids received after the designated time and date will be returned unopened.
- Sealed bids forwarded to The City before the time of opening of bids may

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be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

- **All prices and amounts must be written in ink or preferably typewritten.** Bids containing any conditions, omissions, unexplained erasures or alternation, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by The City. Any changes, white-outs, strike-outs, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.
- Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Bidders must insert prices for furnishing of the specified equipment, materials or supplies, or for all of the materials and/or labor required by these specifications.
- Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor F.O.B. destination and placement at locations specified by The City. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience.
- The vendor shall guarantee any or all materials and services supplied under these specifications. Defective or inferior items shall be placed at the expense of the vendor. In case of rejected materials, the vendor will be responsible for return freight charges.
- Per N.J.S.A. 40A:11-6.1(d), in the event of a tie in all aspects of bids The City will award to the vendor whose response is most advantageous, price and

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other factors considered.

- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

SECTION II – BID SECURITY/CONTRACT SECURITY

- The following provisions if indicated by an (X) shall be applicable to this bid and be made a part of the bidding documents:
 - Bid Guarantee X

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount often percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the City of Cape May. When submitting a Bid Bond, it shall contain Power of Attorney for fill' amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the City of Cape May.

If the bid is being conducted in an electronic only format, The bidder may also offer an electronic image of a certified check or cashier's check through the electronic platform and must:

Provide a physical sealed check upon and no later than the submission deadline to the local unit clerk's office and clearly marked as the offerors response. Any late submittals of the sealed check guarantee will be a mandatory rejection in accord with N.J.S.A. 40A:11-23.2.

The check or bond of the unsuccessful bidder(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or

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other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A: 11-21. If required, failure to submit is a mandatory cause for rejection of bid in accordance with NJSA 40A:11-23.2.

- Consent of Surety _____X

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

- Performance Bond _____X

The successful bidder shall execute and deliver to The City within ten (10) days after notification of award of the contract, a satisfactory surety bond or bonds in an amount equal to 100% of the contract prices, upon the form prepared for and used by The City in statutory form with such surety companies as sureties as shall be approved by The City Council and qualified and authorized to do business under the laws of the State of New Jersey.

The proposal shall also be accompanied by a Consent of Surety wherein the surety consents and agrees that if the Contract for which the proposal is made be awarded, that it will become bound as surety and guarantor for its faithful performance. **If required, failure to deliver this with the executed contract shall be cause for declaring the contract null and void.**

- Labor & Material Payment Bond _____

Successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract. **If required, failure to deliver this with the performance bond shall be cause for declaring the contract null**

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and void.

- Maintenance Bond _____

Successful bidder shall upon acceptance of the work submit a maintenance bond in the amount of 100% guaranteeing against defective quality of work or materials for the period of:

_____1 year _____2 years

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied and any maintenance bonds required have been executed and approved by the OWNER.

The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey N.J.S.A. 17:31-5.

- Retention Proposal Guarantee _____

As an alternate performance guarantee, the proposal guarantee of the successful bidder shall be retained by The City to assure the successful performance of the contract.

- Payment Deferral _____

As an alternate performance guarantee, no payment shall be made for any part of this contract until the entire contract is completed to the satisfaction of The City.

- Workmanship Guarantee- Contract Retention _____

The Contractor shall guarantee all labor and materials for a period of _____months from the date of acceptance of the work by The City, and he shall make all needed repairs on the work as it progresses and during this guarantee period, except those due to ordinary wear and tear. The Contractor agrees that, during the said guarantee The City may retain, out of monies payable to him under this agreement, the sum of _____percent of the amount of the contract; and that, should he fail to make the necessary repair at once after due notice from the Administrator or A/E, The City may expend the same or so much thereof as may be required to make

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the needed repairs; provided, however, that in case of emergency, where in the opinion of the Administrator or the A/E it would cause serious loss or damage, The City may make repairs without previous notice and at the expense of the Contractor.

The Contract may provide a Maintenance Bond equal to ten (10%) percent of the contract value in a form approved by The City Attorney.

If an alternate guarantee provision is contained in the Detailed Specifications, then this alternate guarantee provision shall prevail.

SECTION III – INTERPRETATION & ADDENDA – BIDDER'S RESPONSIBILITIES

- All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
- Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from scanning@TheCanningGroup.org. It is recommended that the bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by The City. The bidder accepts the obligation to become familiar with these specifications.
- The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by The City. The bidder accepts the obligation to become familiar with these specifications.
- Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate City official. In the event the bidder fails to notify The City of such ambiguities, errors or omissions, the bidder shall be bound by the bid.
- No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to The City's representative stipulated in the bid. In order to be given

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consideration, written requests for interpretation must be received at least five (5) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A: 11-23. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The City's interpretations or corrections thereof shall be final.

- Discrepancies in the Bid
 - If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by The City of the extended totals shall govern.

- Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

A Pre-Bid Conference will not be held. _____X_____

A pre-bid conference for this proposal will be held on _____

Attendance is not mandatory but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

- Site Investigation & Representation

The bidder acknowledges that he has satisfied himself as to the 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, electric power, roads and uncertainties of weather, physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered, the character of equipment and facilities needed preliminary 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 bidder to acquaint himself with all the available

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information concerning these conditions shall not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work

Excavating for foundations of surface structure: buildings, bridges, tanks, towers, retaining walls and other types of surface structures. The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the owner by written notice of subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents.

Or unknown physical conditions at the site of unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the work, an equitable adjustment shall be made and the contract documents shall be modified by a change order. Any claim of the Contractor for adjustment hereinafter shall not be allowed unless the required written notice has been given; provided that the Owner may, if the Owner determines the facts so justify consider and adjust any such claims asserted before the date of the final payment.

Excavating for below-surface structures: water mains, sewers, power and telephone cables and other types of below surface structures.

No extra compensation will be paid for rock excavation or varying geologic features encountered on the project, unless so shown as a bid item in the Bid Schedule for bid.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTIMATE PROPERLY THE DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK, AND ANY FAILURE ON HIS PART TO ACQUAINT HIMSELF WITH ALL THE AVAILABLE INFORMATION CONCERNING THESE CONDITIONS WILL NOT RELIEVE HIM FROM THAT RESPONSIBILITY. THE CONTRACTOR ASSUMES ALL RISKS REGARDING THE ACCURACY OF SUCH INFORMATION AS HE MAY OBTAIN, REGARDLESS OF THE SOURCE THEREOF. NO REPRESENTATIONS OF ANY KIND MADE BY ANYONE CONCERNING THE NATURE, CHARACTER OR CONDITIONS OF THE SOIL OR SUBSOIL SHALL BE CONSTRUED BY THE CONTRACTOR AS INDICATIVE OF THE SUBSURFACE CONDITIONS WHICH MAY BE ENCOUNTERED, AND THE OWNER ACCEPTS NO RESPONSIBILITY IN

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RESPECT TO ANY SUCH REPRESENTATION.

- Deviations

All bidders shall clearly identify any deviations from the specifications at the time the bids are opened and examined. After the contract has been entered into, no consideration shall be given for any misunderstanding as to work, materials set forth therein specified and indicated on drawings, it being mutually understood that tender of a proposal carries with it an agreement to this and other obligations set forth in the contract and further implies full understanding of the contract document.

SECTION IV – BRAND NAMES, PATENTS & STANDARD OF QUALITY

- Brand names and/or descriptions used in this bid are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same quality of work. Variations between materials described and the materials offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor's literature **WILL NOT** suffice in explaining exceptions to these specifications. In the absence of any changes by the bidder, it will be presumed and required that materials as described in the proposal be delivered.
- It is the responsibility of the bidder to demonstrate the equivalency of item(s) offered. The City reserves the right to evaluate the equivalency of an item(s) which, in its deliberations, meets its requirements.
- In submitting its bid, the bidder certifies that the merchandise to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save The City harmless from any damages resulting from such infringement.
- Only manufactured and farm products of the United States, wherever available, shall be used on this contract pursuant to N.J.S.A. 40A: 11-18.
- Wherever practical and economical to The City, it is desired that recycled or recyclable products be provided. Please indicate when recycled products are being offered.
- Workmanship

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All workmanship shall be in every respect in accordance with the best current practice. Only skilled craftsmen, fully qualified in the various disciplines required, shall be used in this project.

- In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

SECTION V – INSURANCE & INDEMNIFICATION

- **INSURANCE REQUIREMENTS**

- Worker's Compensation and Employer's Liability Insurance

This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in performance of this contract in accordance with the applicable statute. Minimum Employer's Liability \$100,000.

- General Liability Insurance

This insurance shall have limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and **\$2,000,000** aggregate for property damage and shall be maintained in force during the life of the contract by the bidder.

- Automobile Liability Insurance

This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

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General Conditions - Construction

- Umbrella/Excess liability

The Contractor shall obtain an Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000.00 combined single limits occurrence.

- Policy Changes

If at any time, any of the foregoing policies shall be or become unsatisfactory to the Owner, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to The City, the Contractor shall, upon notice to that effect from The City, within (90) days obtain a new policy, submit the same to The City for approval and submit a Certificate thereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement, at the election of the Authority, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor of any liability under the Agreement. All policies required above shall contain a ninety (90) day notice of cancellation and/or non-renewal and shall require the insured to notify The City of its intent to either cancel or not to renew immediately.

- Policies Shall Remain in Force

Policies shall remain in force until all work has been completed and until all retained percentages and maintenance bonds have been released.

- Subcontractors

Subcontractors shall be required, by the General Construction Contractor, to provide the same types of insurance with the same limits, as described above. The Contractor shall not allow any Subcontractor to commence work on his subcontract, until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Certificates and policies of insurance, covering each Subcontractor, shall also be filed with the A/E and Owner, before any work is begun

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General Conditions - Construction

by a Subcontractor.

- Naming Utility Companies as Insured

The Contractor shall carry Liability Insurance to cover damages to existing underground and above-ground facilities of the Utility Companies servicing the area covered under this Contract and the Owner. Specifically, this shall include all water and gas mains and service lines, wastewater collection line, treatment facilities and appurtenances, electric and telephone conduits and poles and other fixtures laid across or along the site of the work. Said Liability Insurance shall cover the Contractor for damages to other Utility Companies' facilities not only for that incident when damages are done to said facilities, but also for damages that may occur at a later date due to the Contractor's failure to properly tamp under or properly support by other approved methods, pipe lines, conduits, and other facilities of other Utility Companies at locations where pipes or structures (under this contract) are installed either under, over, or in close proximity to the existing facilities of the other Utility Companies within a period of twelve (12) months from completion.

- Certificate of Insurance

The contractor shall provide Certificates of the Required Insurance as listed above along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name The City as an additional insured. Said Certificates of Insurance shall state specifically that the Indemnification cited below is guaranteed by the policy. If such statement is not included in the body of the policy shall be typed on the face or back of the certificate.

- Indemnification

Successful bidder will indemnify and hold harmless The City of Cape May from all claims, suits or action and damages or costs of every name and description to which The City may be subjected or put by reason of injury to the person or property of another, or the property of The City, including attorney's fees and costs relating to the defense of such claims, resulting from negligent acts or omissions on the part of the bidder, the bidder's agents, servants or subcontractors in the delivery of materials and supplies,

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or in the performance of the work under this agreement. The City of Cape May shall be named "Additionally Insured" on the contractor's insurance policy.

SECTION VI - PREPARATION OF BIDS

- The City of Cape May is exempt from any local, state or federal sales, use or excise tax. Exemption certificates will be provided when required
- Estimated Quantities (Open-end Contracts)

The City of Cape May has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J. A.C.5:34-4.9. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

- Successful bidder shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall include this cost in the bid price agreement, unless stated specifically otherwise in the Technical Specifications.

SECTION VII - STATUTORY AND OTHER REQUIREMENTS

- The Contractor shall familiarize himself and comply with all Federal, State and local laws, ordinances and regulations, which in any manner affect those engaged or employed in the, work, the materials or equipment to be used, or the conduct of the work. No plea or misunderstanding will be considered because of ignorance of the law.

STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS -
The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625

If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he will give The City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to The City, he will bear all costs arising there from.

- Differing site conditions

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- If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- Upon receipt of a differing site conditions notice or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- Increase in Costs
 - If the contracting unit's investigation and directions increase the contractor's costs or time of performance, the contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor
- Decrease in costs
 - If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

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- As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

The following is a list of some Laws/Regulations which MAY impact on this contract. This list is not intended to be inclusive and is in addition to other requirements, statutes, regulations cited in these General conditions:

- Mandatory Affirmative Action Certification

No firm may be issued a contract unless it complies with the affirmative action regulations of *N.J.S.A 10:5-31 et seq.* & *N.J.A.C 17:27 et. Seq.*

- Construction Contracts

After notification of award, put prior to signing of the contract, the contractor shall submit to the Public Agency Compliance Officer and the Division by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the Public Agency Compliance Officer.

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

- American Goods and Products to be used where possible

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

- Uniformed Traffic Control Officers Required

As per N.J.S.A40A:11-23.1(C) Uniformed Traffic Control Officers:

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☒ WILL NOT BE REQUIRED

☐ WILL BE REQUIRED (see technical specifications)

- Americans with Disabilities Act of 1990

Discrimination on the basis of disability in contracting for the purchase of bids and services is prohibited. The successful bidder is required to read Americans with Disability language that is part of this specification and agrees that the provisions of Title II of the Act are made a part of the contract. The successful bidder is obligated to comply with the Act and to hold The City harmless.

- Prevailing Wage (if applicable)

Pursuant to N.J.S.A 34:11-56.25 et seq., successful bidders on projects for public work construction, repair or alteration which exceed the statutory minimum value shall adhere to all requirements of the New Jersey Prevailing Wage Act. All workmen employed by the contractor or his subcontractors shall be paid not less than the prevailing wage rate for that particular craft. If any workmen employed by the contractor or his subcontractors have been paid less than required, then The City may terminate the contractor's or subcontractor's right to proceed with the work. The contractor or his subcontractors and their sureties would be liable to The City for any excess costs occasioned by this action.

Prevailing wage rates shall be posted by the contractor and subcontractors and the wage records for the contract shall be accessible to The City and State officials at reasonable hours. All such records shall be retained for a minimum of two years.

The contractor and his subcontractors shall be required to submit a certified payroll record to The City within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N. J.A.C. 12:60-6.1(c). It will be the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

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Contractor and his subcontractors are required to provide a certification as to the required wages then due to any and all workmen for the contract prior to receipt of final payment and final payment will not be made until these wages have been paid or The City is satisfied that the wages will be paid with the receipt of the final payment.

P.L. 2009, c.284 (A-3317/S-2427): Requires journeyman electricians or civil service qualified electricians to perform electrical installation, repair and maintenance work done by public employees on public property. Effective August 1, 2010. The employee must be: a registered, qualified journeyman electrician; or an employee who holds any civil service title with a job description which includes electrical work pursuant to the "Civil Service Act."

- Davis Bacon and Related Act and NJ Prevailing Wage Act.

All laborers and mechanics employed by construction contractors or sub-contractors under contract in excess of \$2,000 financed in whole or in part with grants or loans under the CDBG/DR Program shall be paid wages at rates not less than those prevailing on similar construction.

The Davis-Bacon Act as amended (40 U.C.S. 276(a)- et. Seq.,) applies to the rehabilitation of residential property only if such property equals or exceeds eight units.

- Copeland Act.

The Copeland Act, known as the "anti-kickback" prohibition, is applicable to work performed by laborers and mechanics. Implementing Department of Labor regulations provide that all laborers and mechanics shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate except "permissible" salary deductions. Contractors and sub-contractors are required to submit appropriate weekly compliance statements and payrolls to the Contractors, subcontractors, borrower, and/or sub-recipients .

- Contract Work Hours and Safety Standards Act.

The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) provides that laborers or mechanics shall receive compensation at a rate not less than one and one half times their basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty

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hours in any work week. In the event of violations, the contractor or sub-contractor shall be liable to any affected employee for his unpaid wages.

All contractors, subcontractors, borrower, and/or sub-recipients are required to administer and enforce the labor standards requirements set forth in Section 570.605 of the regulations of the Housing and Community Development Act of 1974.

- Stockholder Disclosure

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

- The New Jersey Worker & Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemical Abstracts Service number of all the components of the mixture or substance and the chemical name. The manufacturer and supplier must properly label each container. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet- must be furnished.

- VOC REQUIREMENT

The Contractor shall use on the job site only chemicals and cleaning products that do not exceed the national Volatile Organic Chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA).

- Non-Collusion Affidavit

The Non-Collusion Affidavit, which is part of these specifications, shall be properly executed and submitted with the bid proposal.

- Safety & Protection

The Contractor will be responsible for initiating, maintaining and supervising

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all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of; and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected by the work and all public/private property at the site or adjacent to the work area. The Contractor will be solely responsible for compliance with all relevant State and Federal Law and Regulation governing construction activities and practices.

- Other Related Statutes:
 - TITLE 40A, Chapter 11, Public Contract Law.
 - TITLE 34, Chapter 2, concerning employment of child labor; Chapter 5, concerning safety codes for workers in the construction industry together with the rules and regulations of the State Department of Labor and Industry, Chapter 10, concerning establishment of an eight-hour working day for laborers, workmen and mechanics.
 - TITLE 52, Chapter 34, concerning the payment of commissions, percentage, brokerage or contingent fees to solicit or secure the contract.

- Release of Liens

Prior to the final payment the contractor shall provide a certification that all liens relating to the contract have been satisfied or will be satisfied though the receipt of the final payment.

- Public Works Contractor Registration Act

All contractors, subcontractors and sub-subcontractors must register with the Department of labor prior to bidding or engaging on certain public works contracts (construction, reconstruction, demolition, alteration repair or maintenance of a public building regularly open to and used by the general public or a public institution). A copy of this registration must be provided with any bid proposal or prior to award of contract indicating at time of bid opening the registration was valid.

- New Jersey Business Registration Certification

All contractors and businesses must submit with their bid proof that they are properly registered with the Department of Treasury of the State of New

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Jersey pursuant to Chapter 57 of the laws of 2004. This certificate must be provided with the proposal for their bid to be accepted. For any proposal involving subcontractors, the Business Registration Certificate must be provided for both the contractor and each subcontractor required to be listed in the bid document. See attached detailed information on this requirement.

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment is made the contractor shall submit an accurate list and the 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 a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, N.J. Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into the State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

- Pay-to-Play Legislation

Pursuant to P.L. 2005, c.271, s3 any business entity that has received \$50,000 or more in a calendar year through agreements or contracts with public entities, must file an annual disclosure statement with the Commission.

The Business Entity Annual Statement (Form BE) and filing instructions can be found at www.elec.state.nj.us.

- Disclosure of Investment Activities in Iran

N.J.S.A. 52:32-55 prohibits state and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors in Iran. Bidders must indicate if they comply with the law by certifying the form, the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

- Disclosure of Investment in Russia/ Belarus

P.L. 2022, C3 prohibits state and local contracts with persons or entities engaging in certain investment with Russia/ Belarus. Bidder must indicate if they comply with the law by certifying the form, the

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owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted

- Standards prohibiting conflicts of interest –

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 13013g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or

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appearance of a conflict of interest.

- No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- The provisions cited above in paragraphs a through e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

- Notice to all contractors set-off for State Tax Notice

Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation.

The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18.

No requests for conference, protest, or subsequent appeal to the Tax Court

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from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

- NJUCC, latest NEC70, International Building Code N.J. edition 2015

State law requiring mandatory compliance by contractors under circumstances as set forth in law or based on the type of contract. State law requiring mandatory compliance by contractors under circumstances as set forth in law or based on the type of contract. BUILDING SUBCODE (NJAC 5:23-3.14) International Building Code/2015, NJ ed (IBC w/ NJ edits from 3.14) Other referenced I-Codes (IFC/2015; ISPSC/2015; etc.) Other referenced ICC Standards (ICC/ANSI A117.1-2009; ICC 300-2012; etc.), OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

- Billing cycles and Alternative Dispute Resolutions in accord with New Jersey Prompt Pay Law

In compliance with N.J.S.A. 2A:30A-1 et seq., The City of Cape May shall impose the following payment process:

The City of Cape May shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract and the work has been approved and certified by the Owner's Representative.

The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Administrator or Architect/ A/E (hereinafter referred to as "A/E"), a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the A/E may reasonable require.

The Administrator or A/E will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment,

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and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

With respect to any contract entered into by a contracting unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) for which the contractor shall agree to the withholding of payments pursuant to P.L.1979, c.152 (C.40A:11-16.1), shall be withheld, pending completion of the contract. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to subsection a. of this section, all amounts being withheld by the contracting unit shall be released and paid in full to the contractor within 45 days of the final acceptance date agreed upon by the contractor and the contracting unit, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

The request for payment may also include an allowance for the cost of major materials and equipment which are suitable stored either at or near the site. Payment does not relieve the Contractor of his responsibility for the safe keeping of this material and equipment.

Prior to completion and acceptance of the work, the owner, with approval of the A/E and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents or employees of the owner.

Upon completion and acceptance of the work, the A/E shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractors, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work. The A/E's certificate of acceptance will be on the document "Consultant's Certification for Acceptance and Final Payment or suitable other document provided for by the A/E".

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The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of Subcontractors, laborers, workmen, mechanics, material, men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, the Contractor's Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- Acceptance of final payments as release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the Performance and Payment Bonds.

- Disputes over billing

All disputes over billing and payment cycles shall be resolved as outlined within Dispute Resolution of this document.

- **PRICE ADJUSTMENT FOR PURCHASE OF ASPHALT CEMENT**

The asphalt price adjustment is calculated based on the basic asphalt price index as published by the New Jersey Department of

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Transportation in its "Standard Specifications for Road and Bridge Construction," as those standards may be revised by the department. The price adjustment pay item applies to each ton purchased or used and is not limited to tonnage exceeding the threshold. When any bid specification includes the purchase or use of less than 1,000 tons of hot mix asphalt, there shall be allowable a price adjustment, in accord with law for any quantity of hot mix asphalt over 1,000 tons that may be used in the work in the event that the performance of the work, including change orders, requires more than 1,000 tons of hot mix asphalt.

"Hot mix asphalt" shall include equivalent asphalt cement-based products, such as warm mix asphalt.

Refer to Section 160.03.02 for the Asphalt Price Adjustment calculation.

<http://www.state.nj.us/transportation/eng/specs/2007/spec150.shtm#s160>.

The asphalt price adjustment is to be calculated based on the asphalt price index published by the New Jersey Department of Transportation (NJDOT) for the month preceding the month in which the bids are opened (the "basic asphalt price index"). All invoices for payment shall be accompanied by the calculation of any asphalt price adjustment and a display of both the current month's asphalt price index and the basic asphalt price index.

- **FUEL PRICE ADJUSTMENTS FOR ALL CONTRACTS P.L. 2015, c. 201**

"Fuel price adjustment" shall apply to all bid specifications, not just those for the construction, alteration or repair of a public building, where a pay item is eligible. Pay items shall not be eligible for a fuel price adjustment that are either 1) not determined by NJDOT to be eligible, or 2) eligible but call for less than 500 gallons of fuel. Items eligible for a fuel price adjustment are set forth under Contract Requirements (Section 160.03.01) for NJDOT's Standard Specifications for Road and Bridge Construction.

Fuel price adjustments shall not be made in those months for which the NJDOT's monthly fuel price index has changed by less than five percent (5%) from the basic fuel price. The term "pay item", as defined by N.J.S.A. 40A:11-13(f), means a "specifically described

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item of work for which the bidder provides a per unit or lump sum price in a bid specification determined and published by the New Jersey Department of Transportation." Under no circumstances may the quantities of hot-mix asphalt or equivalent be disaggregated for the purpose of avoiding compliance with the provisions of P.L. 2015, c.201.

- **MANDATORY PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187; APPLIES TO PAVING CONTRACTS:**

PAVING CONTRACTS executed after May 1, 2010 allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon 2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03.

The law requires that PAVING CONTRACTS ANY CONSTRUCTION CONTRACT involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a web site of index rates for asphalt and fuel that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

- **Requirements for New Jersey State Comptroller**

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all

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documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

SECTION VIII - BID OPENING / ANALYSIS & AWARD

- Acceptance of Bids

The City of Cape May reserves the right to waive any immaterial defect or informality in any bid and reserves the right to accept that bid or portion thereof which, in its judgment is in the best interest of The City. The City of Cape May also reserves the right to reject any or all bids. Any bid received after the time and date specified shall not be considered.

- Bid Opening

All Bidders or their authorized agents are invited to be present when the bids are opened and read publicly. All bids may be inspected at this time. No bid may be withdrawn after the specified opening time and date. Once opened, all bids become the property of The City of Cape May and will not be returned to the bidders.

All supply/ service contracts shall be for 12 consecutive months unless otherwise noted in technical or supplemental specifications.

The City of Cape May may award the work on the basis of the Base Bid, or the base bid combined with such Alternates as selected, until a net amount is reached which is within the funds available.

If the award is to be made on the basis of Base Bids only, it will be made to that responsible bidder whose Base Bid, therefore, is the lowest. If the award is to be made on the basis of a combination of a Base Bid with Options, it will be made to that responsible bidder whose net bid on such combination is the lowest.

The City of Cape May may also elect to award the work on the basis of line items or unit prices, whichever results in the lowest total amount.

- Contract Award

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Should The City decide to award the contract, it shall notify the successful bidder in writing within sixty (60) days of receipt of bids. Should a successful bidder fail or refuse to execute and deliver such contract, certificates of insurance, required stated documentation and bonds within 10 days after receipt of Notice of Award, or within such other time period as specified in the technical specifications, The City may revoke the acceptance of his proposal and the bidder shall become liable for any difference in the proposal awarded and the amount of the contract which The City may be obliged to award to another because of the refusal or omission of a successful bidder to execute and deliver the contract and bonds aforementioned, together with any sums which The City may be obliged to spend by reason for the default of the bidder

The successful bidder will not assign any interest in this bid and shall not transfer any interest in the same without the prior written consent of The City.

SECTION IX - REJECTION OF BIDS

Bids may be rejected for any of the following reasons:

- All bids pursuant to N.J.S.A. 40A:11-13.2;
- If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple bids from an agent representing competing bidders;
- The bid is inappropriately unbalanced;
- The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

SECTION X - CONTRACT ADMINISTRATION

- Contract Documents

The Contract documents shall consist of the Contract, the drawings, the

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Specifications, and all modifications and addenda incorporated prior to execution of the Contract. All the documents are intended to supplement each other and together constitute a complete set of specifications.

The specifications are intended to require and include all work, equipment, and materials necessary for proper completion of the work contemplated. If in any case the specifications do not show, note or otherwise require some work, equipment or material necessary for that purpose, the Contractor shall, nevertheless, provide same to fulfill the true intent and purpose of the specifications.

- Inspection

The Administrator and the A/E shall have the right to inspect all materials and work done during any phase of construction, fabrication, or manufacture. The Contractor shall furnish all reasonable facilities and aid to the A/E and safe and convenient means for the examination and inspection of any part of the work.

- Authority to Withhold Payment

The Administrator or the A/E, because of subsequently discovered evidence, may cause to be withheld or cause to be nullified, the whole or a part of any payment to such extent as may be necessary to protect The City from loss because of

Defective work, materials or equipment not corrected; improper work performed; disapproved substitution of material or equipment specified.

Claims filed or reasonable evidence indicating the probability of claims being filed.

Failure of the Contractor to make payments properly to subcontractors or for material or labor.

A reasonable doubt that the contract can be completed for the balance then unpaid.

Damage to another contract, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

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- Financial Procedures

Payment in full shall be made upon the completion of the contract requirements of the specifications. Partial payments shall be made if the required work or equipment can be completed in stages and if previously agreed to by the Administrator. All payments shall be approved by The City Council at their bi-monthly meeting. Vouchers shall be submitted at least 10 days prior to this meeting for inclusion upon the agenda. Only properly executed City vouchers may be used for payments.

Partial payment shall be made on the basis of a certified and approved estimate of work completed. **(See SECTION VII)**

- Timeliness

- Commencement of Work

The Contractor shall commence work within **30 days** of execution of contract by The City. (Working days excludes Saturdays, Sundays and Designated City Holidays)

- Completion of Work

The Contractor shall complete all of the work required in these specifications within **30** Working days after commencing work as required in Section I above.

- Term of Contract – Liquidated Damages

The terms of this contract shall be completed within the time specified for completion of the work. The City reserves the right to extend this term of the contract upon application by the contractor providing evidence of circumstances beyond the control of the contractor preventing his successful completion of the contract.

In the case the Contractor shall fail to complete the work within the time fixed for such completion, or within the time to which such completion may have been extended, the Contractor shall pay to The City in the sum of

SCHEDULE OF LIQUIDATED DAMAGES FOR EACH DAY OF OVERRUN IN THE CONTRACT TIME

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ORIGINAL CONTRACT AMOUNT		
FROM MORE THAN	TO AND INCLUDING	LIQUIDATED DAMAGES
\$ 0.00	\$ 500,000.00	\$ 400.00
\$ 500,000.00	\$ 1,000,000.00	\$ 500.00
\$ 1,000,000.00	\$ 2,000,000.00	\$ 600.00
\$ 2,000,000.00	\$ 5,000,000.00	\$ 750.00
\$ 5,000,000.00	\$10,000,000.00	\$1,000.00
\$10,000,000.00	\$15,000,000.00	\$1,500.00

dollars for each and every working day that the time consumed in completing the work exceeds the time allowed therefore; starting at twelve (12 o'clock) midnight of the date set for completion of the contract, which said sum, in view of the difficulty or accurately ascertaining the loss which The City will suffer by reason of delay in the completion of the work hereunder is hereby fixed and agreed as the liquidated damages that The City will suffer by reason of such delay, and not as a penalty. The City will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages.

The successful bidder/ contractor shall not assign transfer, convey, sublet or otherwise dispose of any interest in this contract without the prior written consent of The City.

- Scope of work -City's option to reduce scope of work

The City has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract.

In such an event, the Owner shall provide to the contractor advance written notice of the change in scope of work and what the Owner believes should be the corresponding adjusted contract price.

Within five (5) business days of receipt of such written notice, if either is applicable:

- If the contractor does not agree with the Owners proposed adjusted contract price, the contractor shall submit to the Owner any additional information that the contractor believes impacts the adjusted contract price with a request that the Owner reconsider

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the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Owner shall make a prompt decision taking all such information into account and shall notify the contractor of the final adjusted contract price.

- If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be

compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Owner an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Owner may request. The Owner shall make a prompt decision taking all such information into account and shall notify the contractor of the compensation to be paid for such work effort.

- Change in law

Whenever a change in applicable law or regulation affects the scope of work, the Owner shall provide written notice to the contractor of the change and the Owner's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price.

Within five (5) business days of receipt of such written notice, if either is applicable:

- If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Owner any additional information that the contractor believes impacts the adjusted contract price with a request that the Owner reconsider the adjusted contract price. The Owner shall make a prompt decision taking all such information into account and shall notify the contractor of the final adjusted contract price.
- If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall

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submit to the Owner an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Owner may request. The Owner shall make a prompt decision taking all such information into account and shall notify the contractor of the compensation to be paid for such work effort.

- **Suspension of work**

The Owner may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the Owner may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Owner shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Owner may require related to the equitable adjustment.

The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract. If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

Upon receipt of the contractor's suspension of work notice in accordance with paragraph of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

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If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

- Delivery requirements

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract.

The contractor shall be responsible for the delivery of material in first class condition to The City's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the contract.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

- Applicable Law and jurisdiction

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

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- Contract amendment

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

- Maintenance of records

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFP. Such records shall be made available to The City, including the Comptroller of the State of New Jersey, for audit and review.

- Assignment of Anti-Trust Claims

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to The City of Cape May, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or The City of Cape May, relating to the particular goods and services purchased or acquired by The City of Cape May or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder.

It shall advise the Municipal Attorney of The City of Cape May:

In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;

Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

It shall notify the defendants in any antitrust suit of the within assignment at

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the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Municipal Attorney of The City of Cape May.

It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to The City of Cape May the allotted share thereof, if any, assigned to The City hereunder.

- Price fluctuation during contract

Unless otherwise agreed to in writing by The City all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, The City shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

The Owner must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause pursuant to **SECTION XI TERMINATION OF CONTRACT**.

SECTION XI - TERMINATION OF CONTRACT

- If through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of this contract, The City shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve The City of any obligation for balances to the contractor of any sum or sums set forth in the contract.
- Notwithstanding the above, the contractor shall not be relieved of liability to The City for damages sustained by The City by virtue of any breach of the contract by the contractor and The City may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due The City from the contractor is determined.

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- The contractor agrees to indemnify and hold The City harmless from any liability to subcontractors / suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by The City under this provision.
- In case of default by the successful bidder, The City may procure the articles or services from other sources and hold the successful bidder responsible for any excess cost occasioned thereby.
- The City shall have the right to declare the Contract in default in any of the following eventualities:
 - The Contractor becomes insolvent or a voluntary or involuntary petition in bankruptcy be filed by or against the Contractor.
 - The Contractor makes an assignment for the benefit of creditors pursuant to the Statutes of the State of New Jersey.
 - The Contractor fails to commence work when notified to do so by the Administrator or the A/E.
 - The Contractor shall abandon the work.
 - The Contractor shall refuse to proceed with the work when and as directed by the Administrator or the A/E.
 - The Contractor shall without just cause, reduce his working force to a number which, if maintained, shall be insufficient, in the opinion of the Administrator or the A/E, to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse to sufficiently to increase such working force when ordered to do so by the Administrator or A/E.
 - The Contractor shall sublet, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified.
 - A receiver or receivers are appointed to take charge of the Contractor's property or affairs.
 - The Administrator or A/E shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance or completion of the work, and the awards of

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necessary sub-contractors, or the placing of necessary material and equipment orders.

- The Administrator or A/E shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this contract in good faith and in accordance with its terms.
- The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.

Before The City shall exercise its right to declare the Contractor in default by reason of the conditions set forth above, the Contractor shall be given an opportunity to be heard. The right to declare in default, for any of the grounds specified or referred to herein, shall be exercised by sending the Contractor a notice, signed by the Administrator, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the Contractor shall immediately discontinue all further operations under this contract and shall immediately quit the site, leaving UNTOUCHED all plant, materials, equipment, tools and supplies then on the site.

The City, after declaring the Contractor in default, shall then have the work completed by such means and in such manner, by contract with or without public letting, or otherwise, as The City shall deem advisable, utilizing for such purposes any of the Contractor's or Sub-contractor's plant, materials, equipment, tools and supplies remaining on the site, as shall be deemed to be available.

After such completion, The City shall certify the expense incurred in such completion, which shall include the cost of relating as well as the total amount of liquidated damages (at the rate provided for) from the date when the work should have been completed by the Contract, in accordance with the terms hereof to the date of actual completion of the work. Such certifications shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the contract, as to the amount thereof.

The expense of such completion, as so certified by The City shall be charged against and deducted from such monies as would have been payable to the Contractor, if he had completed the work; and the balance of such monies, if any, subject to the other provisions of

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this Contract, shall be paid to the Contractor without interest after such completion. Should the expense of such completion, so certified by The City, exceed the total sum which would have been payable under this contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to The City upon demand.

- Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, The City reserves the right to cancel this contract.
- For Convenience

Notwithstanding any provision or language in this contract to the contrary, The City may terminate this contract at any time, in whole or in part, for the convenience of The City upon no less than thirty (30) days written notice to the contractor.

SECTION XII – SUBCONTRACTING AND ASSIGNMENT

- Subcontracting :

The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's:

- (a) Performance;
- (b) Compliance with all of the terms and conditions of the contract; and
- (c) Compliance with the requirements of all applicable laws.

Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Owner.

- No contractual relationship between subcontractors and City.

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual

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relationship between any subcontractor and The City.

- **Mergers and Acquisitions**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Owner as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition.

The contractor shall provide such documents as may be requested by the Owner, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within thirty (30) days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, Limited Liability Company, limited liability partnership, Professional Corporation, or corporation shall dissolve, the Owner must be so notified. All responsible parties of the dissolved business entity must submit to the Owner in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Owner.

SECTION XIII -DISPUTE RESOLUTION

Any dispute arising under this Contract shall be resolved in accordance with and subject to the provisions contained in N.J.S.A. 40A: 11-41.1 as outlined below. Nothing in this section shall prevent The City from seeking injunctive or declaratory relief in court at any time.

- All remedies provided elsewhere in the contract and/or specifications governing the project in dispute shall be exhausted prior to initiating this Dispute Resolution process. Where The City, its A/E or architect, or its administrative authorities are required by contract or specifications to issue a decision, such decision must be rendered within the time constraints in said contract prior to proceeding to resolve the dispute in accordance with this section
- Prior to litigation, The City and contractor shall endeavor to settle disputes by mediation in accordance with the current Construction Industry

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Mediation Rules of the American Arbitration Association. The demand for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association, with a copy to the Administrator, A/E or Architect for the project. This demand must cite the specifics of the dispute and the relevant remedies sought.

- In no event shall a demand for mediation be made more than 30 days after the decision in dispute is rendered by The City, its A/E, architect, or administrative authorities, nor more than 30 days after the completion and acceptance of the work and issuance of final payment, nor after the institution of legal or equitable proceedings unless specifically agreed to by all parties to the dispute.
- Nothing herein shall be construed to prevent The City and contractor from agreeing to an alternate dispute resolution procedure in lieu of or in addition to mediation.
- This Dispute resolution procedure shall not prevent The City from notifying any performance guarantor (surety) or maintenance guarantor (surety) of the dispute and requesting the surety's assistance in resolving any disputes with involve the contractor's performance or lack thereof
- Default Provision

For those contracts which do not require a Performance Bond, the following DEFAULT PROVISIONS govern:

- If the contractor fails to complete the required work within the number of days specified in the contract, or abandons the required work for 5 working days, and fails to commence working within 3 calendar days after receiving Notice of Default from The City, then the contractor is declared to be in default of the contract.
- In instances of the default of a contract, The City of Cape May reserves the right to immediately have the specified work completed by an alternate contractor and the cost of this completion deducted from any and all monies owed to the original contractor. If insufficient funds are not available within the value of the original contract, then the contractor shall be liable for any and all extra costs incurred by The City in completing the specified work.

SECTION XIV – PERMISSION FOR BIDDER TO WITHDRAW BID

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- NJSA 40A:11-23.3 authorizes a bidder to request withdrawal of public works bid due to a mistake on the part of the bidder. A mistake is defined by NJSA 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both from the final bid computation.
- A bidder claiming a mistake under NJSA 40A:11-23.3 must submit a request for withdrawal in writing, by certified mail or registered mail to the Business Administrator. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Business Administrator may contact all bidders, after bids are opened, to ascertain if any bidder wishes to, or already have exercised a request to withdraw their bid pursuant to NJSA 40A:11-23.3.
- A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of NJSA 40A:11-23.3.
- The public owner will not consider any written requests for a bid withdrawal for a mistake, as defined by NJSA 40A:11-2(42), by a bidder in preparation of a bid proposal unless the postmark of the certified or registered mailing is within five (5) business days following the opening of bids.

SECTION XV - OTHER PROVISIONS

- Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - Not use or disclose protected health information other than as permitted or required by law
 - Use appropriate safeguards to protect the confidentiality of the information
 - Report any use or disclosure not permitted
- The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs

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and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- The owner shall retain all of its rights and interest in any and all documents and property both hard copy (if applicable) and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
- The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.
- Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
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SECTION XVI – CONTRACTUAL PROVISIONS SUCCESSFUL BIDDER

- Instructions and detailed drawings

The Contractor may be furnished additional instructions and detail drawings, by the A/E, as necessary to carry out the work required by the contract documents.

The additional drawings and instructions thus supplied will become a part of the contract drawings. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and A/E will prepare jointly:

(A) A schedule fixing the dates of which special detail drawings will be required and by whom they will be made; and

(B) A schedule fixing the respective dates for the submission of shop or setting drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work;

Each such schedule to be subject to change from time to time as the work progresses.

- Schedules, reports and records

The Contractor shall submit to the owner such schedule of quantities and costs, payrolls, reports, estimates, records and other data where applicable as are required by the contract documents for the work to be performed.

The Contractor shall submit to the A/E, within five (5) days after the execution of the contract, a progress schedule showing the schedule with which the contractor intends to prosecute the work. The form of the progress schedule shall be approved by the A/E and signed by the Contractor, Owner, and the A/E. It shall be in such a form that the percent of work completed is indicated at any time. The Contractor will bring the progress chart up to date at the end of each month and submit four (4)

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revised prints with the monthly estimate for payment. THE CHART UPDATE SHALL ALSO BE SIGNED BY THE CONTRACTOR, OWNER, AND THE A/E. THE FAILURE TO UPDATE SAID CHART SHALL BE CONSIDERED A SERIOUS BREACH OF THE CONTRACT. IF SUCH A BREACH OCCURS, THE OWNER MAY CAUSE THE MONTHLY PAYMENT TO BE WITHHELD, PENDING THE RECEIPT OF SAID PROGRESS CHART UPDATE.

The dates at which special drawings will be required and respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the work.

- Drawings and specifications

The intent of the drawings and specifications is that the Contractor shall furnish all labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the owner.

In case of conflict between the drawings and specification, the plans shall govern. Figure dimensions on drawings shall govern over general drawings.

Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported to the A/E in writing, who shall promptly correct such inconsistencies or ambiguities in writing.

Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

Four (4) sets of prints of the plans and specifications will be furnished upon request at cost of reproduction.

- Shop Drawings

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The A/E shall promptly review all shop drawings. The A/E's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing which

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substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

When submitted for the A/E's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the A/E. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the A/E.

Parts and details not fully indicated on the drawings shall be detailed by the Contractor in accordance with standard A/Eing practices. The Contractor shall submit to the A/E for approval, four (4) copies of all shop or setting drawings as called for under the various headings of these specifications. These drawings shall be complete and will contain all required detailed information. If approved by the A/E, each copy of the drawings will be identified as having received such approval by being so stamped and dated and shall become a part of the contract. The Contractor shall make any corrections required by the A/E. Three (3) sets of all shop drawings will be retained by the A/E and one (1) set will be returned to the Contractor. The approval of the drawings by the A/E shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. The shop drawings herein mentioned are to become the property of the Owner and no extra charge will be allowed to the Contractor for such drawings.

- Samples, Workmanship and Descriptive Data

All materials furnished and all work done in carrying out the contract shall be of the best quality and fitted to the service and conditions required. Where no standard is specified for such work or materials, they shall be the best of their respective kinds, trade practices, or designations.

The source of supply of each of the materials shall be approved by the A/E before the delivery is started. Representative preliminary samples of the character and quality herein described shall be submitted by the Contractor when indicated or directed for examination or test, and written approval of the quality of the samples shall be received by the Contractor prior to obtaining materials from the respective sources of supply. All

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materials proposed to be used may be inspected at any time during the progress of their preparation and use. All materials must be approved by the A/E prior to being incorporated in the work. Representative samples of all materials requiring laboratory tests shall be taken and such materials shall be used only after written approval has been received by the A/E, and so long as the quality of said materials remains equal to the requirements. All tests required shall be provided for and at the expense of the Contractor.

In cases where the drawings or specifications describe materials, equipment or devices as those which shall be equal or similar to certain materials, equipment, tools and machinery designated by trade or manufacturer's name, they will be required to demonstrate to the satisfaction of the A/E, the substitutions the Contractor proposes to use are similar or equal to those designed. The Contractor shall also be responsible for any additional expense for changes in plans and specifications to accommodate the proposed substitution. If any monetary saving is provided by the proposed change, it shall be credited to the Owner. The A/E will be the sole judge as to the equivalency of the materials, equipment or devices.

- **Materials, Services and Facilities**

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Material, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the A/E.

Materials, supplies or equipment to be incorporated into the work shall not

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be purchased by the Contractor or by any Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller when a Payment Bond is not required the contract documents.

- **A/E's Control**

The enumeration in the contract documents of particular instances in which the opinion, judgment or direction of the A/E shall control the work or in which work shall be performed to the satisfaction or subject to the approval or inspection of the A/E, shall not imply that only matters similar to those enumerated shall be so governed and performed under the control of the A/E. Without exception, all work under the contract documents shall be the direct control and authority of the A/E.

- **Inspection and testing of materials**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the contract documents

The Owner shall provide all inspection and testing services not required by the contract documents.

The Contractor shall provide at the Contractor's expense the testing and inspection services required by the contract documents. If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractors, the Contractor will give the A/E timely notice of readiness. The Contractor will then furnish the A/E the required certificates of inspection, testing approval.

Inspections, tests or approvals by the A/E or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of the contract documents.

The A/E and the A/E's representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or

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testing thereof.

If any work is covered contrary to the written instruction of the A/E it must, if requested by the A/E, be uncovered for the A/E's observation and replaced at the Contractor's expense. If the A/E considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the A/E's request, will uncover, expose or otherwise make available for observation, inspection or testing as the A/E may require, that portion of the work in question, furnishing all necessary labor, materials, tools and equipment,. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, if, however, such work is not found defective, the contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.

Authorized representatives and agents of the Department of Housing and Urban Development (HUD) and/or the New Jersey Economic Development Authority (NJEDA) shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

- Substitutions

Whenever a material, article, or piece of equipment is identified on the drawings and specifications by referenced to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of material, article or piece of equipment of equal substance and function for those referred to in the contract documents by referenced to brand name or catalog number, if, in the opinion of the A/E, such material, article or piece of equipment is of equal substance function to that specified, the A/E may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

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- Patents

The Contractor shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement of any patent rights and save the owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the A/E.

- Permits and regulations

Permits and licenses of temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractors unless otherwise stated in the supplemental general conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the A/E in writing, and any necessary changes shall be adjusted as provided in Section 13 changes in the work.

- Registration of Motor Vehicles

All motor vehicles used in connection with this contract, shall be appropriately registered in accordance with the laws of the state of their origin.

- Lines and Grades

The A/E will stake all lines and grades. The Contractor shall be responsible for the transferring of the lines and grades to the line of construction. The Contractor is required to preserve all grades, stakes, control stakes, and bench marks set by the A/E along the line of work. If destroyed or removed without authority, these stakes will be reset, if necessary, at the expense of the Contractor. At least three (3) batterboards with grade lines shall be maintained at all times during pipe laying, except when necessary or convenient, the grade line may be maintained parallel with the trench, again extending at least three (3) grade stakes. The use of laser beams will be permitted, provided qualified personnel are available to operate same.

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The Contractor shall furnish to the A/E or inspector, without charge, such English speaking common laborers as may be necessary for installing grade stakes, checking house connection locations and markers, and clearing the line of obstruction.

Any work improperly done without lines or grades shall be removed and replaced by the Contractor, at his own expense, when so ordered by the A/E. It shall be the Contractor's responsibility to inform the A/E the times and places at which he intends to work, in order that the A/E shall have ample opportunity to supply the necessary grade stakes. Any grade transferred wrong from the grade stakes, shall be the responsibility of the Contractor.

If the Contractor shall fail to comply with these specifications and the A/E's instructions regarding infiltration, clean-up, surface restoration, or any other contractual requirements, the A/E may delay giving lines and/or grades, until such time as his instructions are complied with. THE CONTRACTOR SHALL MAKE NO CLAIM FOR DELAY OR LOST PRODUCTION BY REASON OF THE WITHHOLDING OF GRADE SHEETS.

- Safety Program

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to The City for approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

Description. Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.

Certification, Responsibility, and Identification of Personnel. Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed

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the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

Elements of the Program. Include information and procedures for the following elements:

- Chain of Command. Include the responsibilities of the management, supervisor, safety officer, and employees.
- Traffic Control Coordinator. Include the name and contact information.
- Environmental Manager. Include the name and contact information.
- Local Emergency Telephone Numbers. Include police, fire, medical
- Procedures for Handling Emergencies. Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
- Training Topics. Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
- Contractor's Safety Rules. Include housekeeping procedures and personal protective equipment requirements.
- Employee Disciplinary Policy. Include the violation forms.
- Safety Checklists. Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
- Forms. Include OSHA 300 Log
- Security Policy Guidelines. Provide a copy for The City.

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- Hazard Communication Program. Provide the following:
- The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
- The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
- When performing work that generates airborne crystalline silica, include A/Eing and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.

Additional Requirements. Provide additional procedures for Project specific topics including:

- Compressed gas cylinders.
- Confined spaces.
- Cranes.
- Electrical.
- Equipment operators.
- Fall protection.
- Hand and power tools.
- Hearing conservation.
- Highway safety.
- Lead.
- Lock out/tag out.
- Materials handling, storage, use, and disposal.
- Night work.
- Personal protective equipment.
- Project entry and exit.
- Respiratory protection.
- Sanitation.
- Signs, signals, and barricades.
- Subcontractors.
- Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions

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to the safety program to The City for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to City.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify The City for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

- **NJ ONE CALL and Notification of Utilities**

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

The Contractor shall be responsible to notify water, gas, sewerage, electric and telephone companies, and all other utility companies having facilities which are subject to interference, seventy-two (72) hours in advance of the time he proposes to perform work in proximity to their structures or lines in order that they may take such precautions as they consider necessary to protect their property.

- **Supervision by Contractor**

The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and

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coordination of the work. Copies of all drawings and of specifications shall be kept by the Contractor's Supervisor at the site of the work, ready for use at any time.

- Changes in work

The Owner may at any time, as need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order. Change order shall be used to adjust quantities of installed units which are different than those shown in the bid schedule because of final measurements. Final measurements shall not be considered changes in the work. Final measurements will determine compensation to the Contractor based on unit price shown in bid schedule.

The A/E, also, may at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the A/E unless the Contractor believes that such field order entitles the Contractor to a change in contract price or time or both, in which event the Contractor shall give the A/E written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in contract price or time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the owner.

- Changes in contract price

The contract price may be changed only by a change order. The value of any work covered by a change order or any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below and in accord with N.J.A.C 5:34-1 et. Seq.,

- Material Change to Contract Work

If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

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Upon receipt of the contractor's change in character notice in accordance

the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be

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considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

- If this bid is in excess of \$5,000,000.00 or funded in part or whole by federal funding the provisions of N.J.S.A.40A:11-16.6 "Value Engineering" shall apply.
- Correction of work

The Contractor shall promptly remove from the premises all work rejected by the A/E for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the work in accordance with the contract documents and without expense to the owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's

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expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

Before final payment is made, any work or material condemned by the A/E, or any appropriate governmental funding agency, as failing to conform to the contract, shall be removed or rebuilt in accordance with the drawings and specifications at the Contractor's expense.

- Architects/ A/Es authority

The A/E shall act as the Owner's representative during the construction period, shall decide questions which may arise as the quality and acceptability of materials furnished and work performed, and shall interpret the intent of the contract documents in a fair and unbiased manner. The A/E will make visits to the site and determine if the work is proceeding in accordance with the contract documents.

The Contractor will be held strictly to the intent of the contract documents in regard to the quality of materials, workmanship, and execution of the work. Inspections may be at the factory or fabrication plant of the source of the material supply.

The A/E will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

The A/E shall promptly make decisions relative to interpretation of the contract documents.

- Completion of Work

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including, but not restricted to acts of God, or of the public enemy, acts of neglect of the Owner, acts of neglect of any other contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion, or freight embargoes, the specified time for the completion of work shall be extended by such time as shall be fixed by the Owner. No such extension of time shall be deemed a waiver by the Owner of his right to terminate the contract for abandonment or delay by the Contractor, as provided in the contract, nor shall such extension be deemed to relieve the Contractor from full responsibility for performance of his obligations hereunder. Any request for an extension shall be in writing and shall be

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directed to the Owner with a copy to the A/E.

- Release of Liens

Neither the final payment, nor any part of the retained percentage, shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of his work, or in lieu thereof, receipts in full, and an affidavit showing that so far as he has knowledge or information, the releases and receipts include all labor and materials for which a lien could be filed; if any subcontractor refuses to furnish a release or receipt in full, the Contractor may furnish a bond, satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

- Working Hours and Holidays

Work under the contract, other than maintenance work, shall not be prosecuted on Saturdays, Sundays, or on New Jersey State holidays, except in the time of emergency, and then only under written permit from the A/E, who shall be the judge as to the exigency of the situation. The normal work day shall consist of eight (8) hours, beginning at 8:00 a.m. and ending at 4:30 p.m. If the Contractor wishes to prosecute any portion of the work between the hours of 4:30 p.m. and 8:00 a.m., he shall first obtain permission from the A/E, notifying him each time in advance, giving him ample time in which to procure an A/E or inspector for the work. The Contractor will be responsible for paying all costs of the inspection services when work is carried out on Saturdays, Sundays, legal holidays, and overtime periods. Payment will be made to the Owner at the prevailing rate for said service.

IF CONDITIONS WARRANT, THE A/E RESERVES THE RIGHT TO LIMIT WORKING HOURS OR LOCATION OF WORK WITHOUT ANY ADDITIONAL CHARGES TO THE OWNER.

- Final Examination and Acceptance

The A/E will be prepared to make a final inspection within five (5) work days after written notification by the Contractor that the work is completed, and final inspection is requested. Defective work, or work not conforming to the specifications, is to be repaired or replaced to the satisfaction of the A/E. If the work is found to meet all requirements of the contract, a written recommendation of acceptance will be sent to the Owner.

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- Date of Acceptance

The date of acceptance shall be the date of the Owner's Final Estimate or other suitable form provided by the A/E, indicating that the work has been completed by the Contractor, approved by the A/E, and accepted by the Owner.

- Maintenance After Completion

The Contractor shall guarantee all labor and materials for a period of one (1) years from the date of the Final Estimate (regardless of the date of possession or use by the Owner of the whole project or any part thereof), and he shall make all needed repairs on the work during the one (1) year guarantee period. The Contractor agrees that, during the one (1) year guarantee period, the Owner may, out of the monies payable to him under this agreement, necessary repairs at once after due notice from the A/E, expend the same, of so much thereof as may be required, to make the needed repairs; provided, however, that in the case of emergency where, in the opinion of the A/E, the Owner may make repairs without previous notice, and at the expense of the Contractor. The Contractor shall, at all times within said one (1) year period, keep the surface of the ground disturbed during construction, in the position and condition required by the specifications, and refill any settlement or erosion in the backfilling, paving, or any surface graded by him, due to any cause whatsoever, when so directed by the A/E; should he fail to do so, the Owner may have said work done in the manner as described above.

- Use of Facilities Prior to Completion of Contact

The Owner reserves the right to take possession of or use any completed or partially completed portion of the work. Such possession shall not release the Contractor of his guarantees or constitute acceptance of improper or defective materials or workmanship, nor shall it act as beginning of the maintenance period.

- Location and Protection of Existing Structures and Utilities

The drawings show certain information which has been obtained by the Owner regarding various pipelines and other structures which are believed to exist at the location of the project, both below and at the surface of the ground. THE OWNER DOES NOT GUARANTY THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES AND PIPELINES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF

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INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION; SAID STRUCTURES AND PIPELINES BEING SHOWN ONLY FOR THE CONVENIENCE OF THE CONTRACTOR WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. The giving of this information upon the plans will not relieve the Contractor of his obligations to support and protect all pipelines and other structures which may be encountered during the construction of the work and to make good all damages done to such pipelines and structures as provided in these specifications.

- Preservation and Restoration of Property, Trees and Monuments

The Contractor shall be responsible for the preservation of all public and private property, trees and structures along and adjacent to the work and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to tracks or piles, conduits or other underground structures, utilities, etc., and he shall protect carefully from disturbance or damage all land monuments and property marks. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and he shall not remove or cut them without proper authority.

The Contractor shall do all work and pay all costs of protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface or overhead structures and all other property, including pipes, conduits, ducts, tubes, chambers and appurtenances, public or private, in the vicinity of the work, except as otherwise specified.

In the event any private property corners are encountered which must of necessity be disturbed or removed in order to permit construction operations, or if any private survey points are destroyed or removed through carelessness or negligence or to expedite the Contractor's operations, they shall be replaced by a licensed surveyor at the Contractor's cost and expense.

- Protection of Material and Work

The Contractor shall at all times take necessary steps to protect and preserve all materials, supplies, equipment and all work which has been performed. Should work be suspended temporarily, because of inclement weather or other causes, the Contractor shall take all steps necessary to protect materials, supplies, equipment and work performed against damages or injury. Any damaged materials, supplies, equipment or work performed shall be removed and replaced at the expense of the Contractor.

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- Storage, Delivery and Handling of all Materials

All arrangements for delivery and handling of materials and equipment throughout the prosecution of the work shall be the Contractor's responsibility. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed under cover when directed. Such cover, including storage sheds and offices, etc., shall be erected by the Contractor with the approval of the A/E, and shall be built with labor and materials supplied by the Contractor without expense to the Owner. Such temporary buildings shall remain the property of the Contractor and shall be removed by him at his expense upon completion of the work. Stored materials shall be located so as to facilitate prompt inspection. Lawns, grass plots, or other private or public property shall not be used for storage purposes without written permission of the Owner or lessee of such property.

Established roadways may be used by the Contractor with the approval of the A/E; or construction and use of temporary access roadways may be authorized by the A/E. All Federal, State, County or Local laws or regulations, and any recommendations of the manufacturer pertaining to the loading capacity of vehicles, shall be observed when transporting materials in the prosecution of the work. The Contractor shall, at times, protect against damage to roadways, curbing and sidewalks when, in the prosecution of the work, crossings are necessitated. Any damage to such roadways, sidewalks and curbing shall be repaired by, or at the expense of the Contractor.

The materials used in construction shall be so disposed as not to endanger the work so that full access may at all times be had to partly complete work and structures, and they shall be so distributed as to cause no injury to those having access to the work or any of the units. Materials, tools and machinery shall not be piled or placed against trees and structures. All fire hydrants must at all times be kept free and unobstructed and water and gas shut-off boxes, underground power and telephone line manholes must be kept uncovered by stored materials.

- Damage to Work, Public or Private Property

The Contractor shall be responsible for all work until completion and final acceptance thereof. No payments will be allowed for damage to the Contractor's materials or equipment. Except as herein provided, damage to all work, utilities, materials, equipment and other properties, etc., shall be repaired to the satisfaction of the A/E at the Contractor's expense. The Contractor shall, at his own expense, restore to a condition similar to the

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condition that existed prior to the damage, any direct or indirect damage to public or private property caused by the work or in consequence of an act or omission on the part of the Contractor, his employees, agents, or subcontractors. Should any property require repair or replacement or rebuilding by the Owner as a result of damage due to fault or neglect of the Contractor, the cost thereof will be deducted from any money due or to become due to the Contractor under this contract; or the Owner may deduct from any money due to the Contractor under this contract; or the Owner may deduct from any money due the Contractor a sum sufficient to reimburse the Owner of the property so damaged. A COLOR VIDEO TAPE OR SUITABLE OTHER RECORDING OF THE ENTIRE PROJECT, INCLUDING ALL EASEMENTS, WETLANDS AND STREAM CROSSING AREAS AND ANY OTHER AREAS OF CONCERN NOTED BY THE A/E SHALL BE FURNISHED TO THE OWNER 10 WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.

- Public Protection and Convenience, Rights-Of-Way

The Contractor shall at all times conduct the work in such a manner as to insure the least obstruction to traffic. The convenience of the general public and the residents along and adjacent to the work shall be provided for in an adequate manner, satisfactory to the A/E. Materials stored upon highways shall be placed so as to cause as little obstruction to the traveling public as is considered necessary. If materials cause safety hazards, they shall be relocated at the Contractor's expense. Footways and portions of highways adjoining the work under construction shall not be obstructed more than is absolutely necessary. When the work passes in front of business establishments, in the sidewalk area, a boardwalk, the width of the trench and five feet (5') in length, shall be laid over the trench to facilitate entrance. The A/E may direct that a bridge be built over the open trench during construction to any or all the business establishments. All gutter and storm sewer inlets shall be kept unobstructed at all times. Where the work is to be constructed in or upon rights-of-way, such rights-of-way will be secured by the Owner without cost to the Contractor. Access roads to the obtained rights-of-way will be the responsibility of the Contractor. All expenses, including the right of access and restoration of such access roads, shall be the Contractor's. The Contractor shall not enter upon or occupy with men, tools or materials, any private land outside of the limits of the rights-of-way furnished without the written consent of the owner of such property, a copy of which must be sent to the A/E.

- Maintenance and Protection of Traffic

The Contractor will proceed with the work in such a manner as to maintain traffic wherever possible. Emergency equipment must be able to pass and

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service all areas at all times. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus and no material or obstruction shall be placed within ten feet (10') of any such hydrant.

The Contractor shall erect and maintain barricades, danger signals, and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to completed work. The Contractor shall provide sufficient watchmen and directors of traffic and shall take all necessary precautions for the proper protection of the work and the safety of the public. The Contractor shall erect direction or detour signs as directed by the A/E. The cost of protection of traffic as above described, shall be included in the price bid for the various items scheduled in the proposal.

- Utilities Furnished by the Contactor

Electricity

It shall be the Contractor's responsibility to furnish at his own expense, all electric current required to complete the work. All arrangements with local utilities for power supply shall be made by the Contractor. If in any case electricity is made available by the Owner, the Contractor shall have installed a meter to determine the amount of current used by him and such electricity shall be paid for by the Contractor. At the completion of the project, it shall be removed in a neat, workmanlike manner.

Water

It is the Contractor's responsibility to provide and maintain at his own expense, an adequate supply of water of suitable quality and quantity for his use for construction and domestic consumption. He shall install and maintain at his expense, any necessary water supply connection and piping, but only at those locations and in such manner as may be authorized by the A/E. At no time shall the contractor's personnel access a private property to obtain water without express permission from the property owner. The use of public hydrants shall be approved by the local water purveyor having authority.

Sanitary Provisions

The Contractor shall provide and maintain neat and sanitary accommodations for his employees which shall comply with the regulations of the New Jersey State Department of Health and any other state or local bodies having jurisdiction. The cost of such accommodations shall be the Contractor's.

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- Field Office

Not applicable to this project.

- Intoxicating Beverages

The Contractor shall not sell, nor permit, nor suffer the introduction or use of intoxicating beverages upon or about the work embraced in this contract. If any of the Contractor's employees are using or have in their possession intoxicating beverages, the Owner may order all work to be stopped until such items are removed from the work site.

- School Zones

The Contractor shall not sell, nor permit, nor suffer the introduction or use of tobacco products upon or about the work embraced in this contract when such work is located in lawful school zone. If any of the Contractor's employees are using or have in their possession tobacco products, the Owner may order all work to be stopped until such items are removed from the school zone.

- Use and Storage of Explosives

The Contractor shall use explosives only when authorized by the A/E. Such explosives shall be stored, handled, and used as prescribed by the Federal, State and/or Local authorities having jurisdiction over such storage and use. The Contractor shall comply with all special rules and regulations that may be in effect at the time the work is actually done.

The Contractor will be held responsible for all claims for damage caused by blasting. He shall cover all shots in tunnel and open-cut excavations and shall take extra precautions when required. He shall blast with such number, length, placement and direction of holes with such loading of the holes with explosives of such power as will not make the excavation unduly large or irregular or unduly disturb the ground and make it unstable or shatter the rock upon or against which masonry is built, or injure masonry already built for existing structures at the site or in the vicinity thereof. If blasting with any amount of explosives is liable to injure any road, roadway, spillway, masonry, or existing structures, the Contractor shall excavate by barring, wedging, or other approved methods, without the use of explosives.

- Cleaning Up

The Contractor shall at all times prevent the accumulation of waste

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material or rubbish in the construction area or storage areas. Waste material and rubbish shall be cleared away and removed from the premises or deposited at such places as the A/E designates. No stock piling of excavated material on, about, or near the construction area will be allowed, unless it is to be disposed of within forty-eight (48) hours.

Before the contract will be considered complete, the Contractor shall thoroughly clean the construction site and remove all rubbish, debris, unused and surplus material due to or connected with the construction and must leave the premises in a condition satisfactory to the A/E. All crosswalks and sidewalks must be cleared off and the alignment shall be trued up, if the same have been disturbed during construction; streets, curbs, fences, and other property disturbed or damaged, must be restored to their former condition and the final payment will be withheld until such work is completed and satisfactory to the A/E and the Owner.

- **Employment of Sufficient Labor and Equipment**

If, in the opinion of the A/E, the Contractor is not employing sufficient labor or equipment to complete this contract within the time specified, the A/E may, after giving written notice, require the Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly. Any refusal to increase labor forces or equipment to sufficient levels will be considered a breach of the contract, and the Contractor shall be precluded from making any claim for delay or lost production by reason of his failure to have sufficient labor, materials or equipment on the project.

- **Payments**

Payments will be made in the following ways, as work progresses on the contract:

Lump sum items or lump sum contracts: The Contractor shall submit to the A/E for approval, prior to the start of work under the contract, a schedule showing a breakdown of the labor, materials and equipment, and other costs used in the preparation of the bid. The breakdown shall be in sufficient detail to indicate separate figures for all items making up the lump sum price. This schedule shall be used in computing an estimate issued monthly, and as a basis for negotiations concerning any credits or extra work which may arise during the execution of the project.

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The A/E, in consultation with the Contractor, will, within the first ten (10) days of each month, estimate the amount of work completed and materials and equipment built into the project during the previous calendar month. The time for submittance of the monthly estimate may vary according to the meeting date of the Owner. The quantities, as determined, will be used as the basis for a monthly estimate whenever the value of said monthly work exceeds One Thousand Dollars (\$1,000.00). Materials that are stockpiled will be paid for, if approved by the A/E. The monthly estimate will be presented to the Owner by the A/E and shall indicate the value of work completed and materials and equipment built into the work, in accordance with the contract. If the contract amount exceeds One Hundred Thousand Dollars (\$100,000.00), the Owner will retain two percent (2%) of the amount due on each monthly estimate in accordance with the State of New Jersey requirements.

Payment of any monthly estimate shall not constitute acceptance of the work covered by the estimate.

The monthly estimate submitted by the A/E will be approximate, and no claim shall be made by the Contractor for additional payment, based on any error in any monthly estimate.

PAYMENTS MAY BE WITHHELD IF, IN THE OPINION OF THE A/E, OR OWNER, THE WORK IS NOT PROCEEDING IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.

Upon completion of the project in accordance with the contract and acceptance thereof by the A/E and Owner and as soon as possible thereafter, the A/E will prepare a final estimate which will indicate the value of the work completed and materials and equipment furnished, and the exact amount of the compensation to which the Contractor is entitled under the terms of the contract.

The final estimate will be submitted to the Owner and a copy furnished to the Contractor. Upon approval of the Final Estimate by the Owner, and as soon as possible, the Owner will pay the Contractor an amount equal to ninety percent (90%) of the total compensation to which the Contractor is entitled for the performance of the contract, less the amount of all previous payments. The balance of ten percent (10%) will be retained for one (1) years from the date of the Contractor's Acceptance of the Final Estimate or other suitable form provided by the A/E, as a

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guarantee against defect of materials, equipment, workmanship or other performance. The Contractor will have the option of either obtaining a maintenance bond covering the value of ten percent (10%) of the contract for one (1) years or letting ten percent (10%) of the contract remain in the Owner's possession.

The Contractor will be required to produce receipted paid bills for materials entering into construction, or for materials delivered, or waivers of lien by material suppliers before payment for such estimates will be made. In lieu of receipted bills or waivers of lien, the Contractor may submit an affidavit in a form acceptable to the Owner.

The Contractor shall be conclusively deemed to have accepted the Final Estimate as a correct statement of the total liability of the Owner and of the compensation paid and to be paid to the Contractor by the Owner, unless within seven (7) days after delivery of his copy of the Final Estimate to him, the Contractor shall return such copy to the Owner, together with a statement of his objections to such Estimate, and of any claim for damages or compensation in excess of the amount shown on the Estimate. The acceptance by the Contractor of the Final Estimate or other suitable form provided for by the A/E, approved by the Owner, shall constitute a release and shall discharge the Owner from any further claims by the Contractor arising out of or relating to the contract, except the Contractor's claim for the balance, if there be any, of the amount retained as herein provided.

At the time that the Contractor receives the payment for his monthly estimate, he shall sign the following statement which shall be a part of the monthly estimate:

"The Contractor has reviewed the estimate of the work completed, covered by this estimate, and agrees with the quantities shown, and the amount of work completed within the time period covered by said estimate. The Contractor certifies by signing this estimate, that he has no claims against the Owner for the period covered by this estimate, which have not been duly submitted in accordance with the contract documents."

- Procedure of Work

City of Cape May

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In the progress of the work, the Contractor shall comply with the various orders, directives and requirements of the A/E, and shall perform all work in such manner and order as the A/E may require. He shall complete the various parts of the work in accordance with the schedule approved by the A/E. If any orders, directives or requirements of the A/E are not carried out immediately, the A/E may order the Contractor to suspend all or any part of the work until such previously issued orders, directives or requirements have been carried out. The time for completion of the contract will not be extended due to any such suspension. If any such order, directive or requirement is not carried out within a period of seventy- two (72) hours, the Contractor shall be deemed to have breached the contract.

For the convenience of the Owner, the A/E may order the Contractor to suspend all or any part of the work for such period of time as may be determined by the A/E to be necessary or desirable. IT IS SPECIFICALLY UNDERSTOOD THAT THERE SHALL BE NO CLAIMS PERMITTED FOR CONTRACT DELAY DAMAGES FOR ANY REASON WHATSOEVER. IN THE EVENT OF A DELAY OR SUSPENSION WHICH WAS NOT CAUSED BY FAULT OR NEGLIGENCE OF THE CONTRACTOR, AS DETERMINED BY THE A/E, AN EQUITABLE EXTENSION OF THE CONTRACT COMPLETION TIME WILL BE GRANTED BY THE OWNER.

The Contractor shall not employ any equipment, plant, materials or methods to which the A/E objects, and shall not remove any plants, materials, equipment or other facilities from the site of the work without the A/E's consent.

IF ANY PERSON EMPLOYED ON THE WORK BY THE CONTRACTOR, INCLUDING HIS SUPERINTENDENT, SHALL APPEAR TO THE A/E TO BE INCOMPETENT, DISORDERLY, OR IMPROPER, SUCH PERSON SHALL BE IMMEDIATELY DISMISSED FROM THE JOB AND SHALL NOT BE GIVEN EMPLOYMENT ON ANY WORK CONNECTED WITH THE CONTRACT. The Contractor shall comply with all Federal labor laws as well as those of the State of New Jersey and the county and municipality in which the project is located.

- Extension of Time Due to Extra Work

When extra work is ordered near the completion of the contract, or when extra work is ordered at any time during the progress of the work which requires, in the opinion of the A/E, an increase of time for the completion of the contract, an extension of time for the completion of the contract shall be made. The length of the extension will be as determined by the A/E and agreed to, in writing, by the Contractor.

City of Cape May

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SECTION XVII FEDERAL REQUIREMENTS IF FUNDED WITH FEDERAL MONIES

ARTICLE 19 – FEDERAL REQUIREMENTS

19.01 Agency Not a Party

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees is a party to this Contract.

19.02 Contract Approval

A. Owner and Contractor will furnish Owner's attorney such evidence as required so that Owner's attorney can complete and execute the following "Certificate of Owner's Attorney" to Agency for approval.

B. Concurrence by Agency in the award of the Contract is required before the Contract is effective.

19.03 Conflict of Interest

A. Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the plans and specifications has a corporate or financial affiliation with the supplier or manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) the employee, officer or agent;
- (ii) any member of their immediate family;
- (iii) their partner or (iv) an organization that employs, or

is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 Gratuities

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice

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to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

19.05 Small, Minority and Women's Businesses

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. If Contractor intends to let any subcontracts for a portion of the work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

19.06 Anti-Kickback

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A. Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Owner shall report all suspected or reported violations to Agency.

19.07 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 Equal Employment Opportunity:

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

19.09 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q, Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352.

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The Contractor and every subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 Environmental Requirements:

When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

A. Wetlands - When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

B. Floodplains - When disposing of excess, spoil, or other construction materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

C. Historic Preservation - Any excavation by Contractor that uncovers an historical or archaeological artifact or human remains shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

D. Endangered Species - Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

E. Mitigation Measures - The following environmental mitigation measures are required on this Project:

General Conditions - Construction

19.11 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 Debarment and Suspension(Executive Orders 12549 and 12689):

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 Procurement of recovered materials:

A. The Contractor must comply with 2 CFR Part 200.322, "Procurement of recovered materials.