

## INVITATION FOR BIDS

### CONTRACT NO. CCPA-2018 PROPRIETARY PURCHASE OF GOODS & SERVICES FOR SINGLE SPACE SMART PARKING METERS CAMDEN PARKING AUTHORITY

Pursuant to the New Jersey Public Contracts Law, NJSA 40A:11-1 et seq., 40A:11-2(39), 40A:11-5(1) and NJAC 5:34-9.1, the Camden Parking Authority (CCPA) is requesting sealed bids for the Purchase and Installation of approximately 800 Single Space “Smart” Parking Meters. The meters shall conform to the Scope of Work identified in CP-1.01.

Bid packages will be available for pickup during normal business hours of 9:00 a.m. through 4:00 p.m. on February 9, 2018 at the CCPA’s Administrative Office, 10 Delaware Avenue, Camden, New Jersey 08103. Bid packages may also be obtained from the CCPA’s web site at [www.camdenparking.net/rfp](http://www.camdenparking.net/rfp). If bid packages are obtained from the web site, bidders must provide notification in writing to [info@camdenparking.net](mailto:info@camdenparking.net). You must include a contact person, company name, address, phone numbers and fax numbers. All bids must be submitted on the official bid documents of the CCPA.

Bids shall be submitted to the CCPA’s Administrative Office, 10 Delaware Avenue, Camden, New Jersey 08103, until **10:00 a.m.**, local time, **February 20, 2018** and on this date and place shall be publicly opened and read aloud. Positively no bids shall be received after 10:00 a.m.

The OWNER assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Bid Documents. Use of UPS, US Mail or other delivery services may delay delivery. Late bids, late request for modifications will not be considered. The CCPA is not responsible for bids received late and shall not accept any bids that are late if sent by US Postal Service, or delivered by commercial delivery. A Bid must be submitted in a sealed envelope, clearly marked on the outside with the name of the bid, the name of the OWNER, and the name and address of the Bidder.

The work to be performed under this contract consists of providing all skilled technicians, supervision, tools, insurance, parts and expertise to perform the purchase and installation of parking meters and software.

The award of this contract shall be made to the responsible bidder that submits the lowest responsive bid meeting the specifications for the Single Space Smart Parking Meters.

Each Bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any misunderstanding of the material to be furnished or work to be done. The submission of a bid is an agreement with all of the items and conditions set forth herein.

Bid Documents may be obtained between business hours of 9:00 a.m. and 4:00 p.m. Monday through Friday at the office of the OWNER:

Willie Hunter, Executive Director  
Parking Authority of the City of Camden  
10 Delaware Avenue  
Camden, New Jersey 08103

A Pre- Bid Meeting shall be held at **9:30 a.m.** on **Monday, February 12, 2018** for interested Bidders. Please assemble at CCPA Administrative Office, Hinson Waterfront Garage, 10 Delaware Avenue, Camden, New Jersey 08103. Attendance at this meeting is not mandatory, but recommended.

Each bid must be accompanied by a Bid Bond (Section L) in the amount of ten (10%) percent of the total contract price not to exceed \$20,000.00. If a Bidder fails to submit these documents the CCPA may deem the bid non-responsive.

A Performance Bond (Section B) in the amount of the contract price may be required of the successful Bidder. *A Payment Bond (Section C) in the amount of the contract price will not be required.*

Where the Bidder is a Corporation, a partnership, or joint venture submitting a bid in response to this Advertisement, an Ownership Disclosure Statement shall accompany such a bid with resolution authorizing its proper officers to submit such a bid, authorizing such officers to execute a contract in the event its bid is accepted, and a list of all stockholders holding in excess of ten percent (10%) of corporate stock. Chapter 33 N.J.S.A. 52:25-24.2

All bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 entitled Exhibit A, Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts.

All bidders are required to comply with the requirements of the The Public Works Contractor Registration Act (PWCRA), N.J.S.A.34:11-56.48 which requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

All bidders will be required to comply with the requirements of N.J.S.A. 52:32-44 (P.L. 2004, c.57) entitled Business Registration Certificate. Contractor must provide a copy of their State Division of Revenue issued Business Registration Certificate prior to the award of a contract NJSA 52:32-44a (1) & (2).

Any Bid which does not fulfill the material requirements of the Bid Documents will be rejected. When it is in the best interest to do so, the Owner reserves the right to select any combination of bids or to award contract in part or whole, and to waive any informalities in or to reject any and all bids.

BY ORDER OF THE PARKING AUTHORITY OF THE CITY OF CAMDEN, NEW JERSEY.

Willie Hunter, Executive Director

# TECHNICAL PROVISIONS 1

## GENERAL INFORMATION

### CONTRACT NO. CCPA-2018 PROPRIETARY PURCHASE OF GOODS & SERVICES FOR SINGLE SPACE SMART PARKING METERS CAMDEN PARKING AUTHORITY

#### **CP-1.01 Scope of Work**

Pursuant to NJSA 40A:11-2(39) and NJAC 5:34-9.1 the Authority is seeking proposals from qualified firms, teams or contractors with demonstrated experience in providing, installing, and maintaining single-space smart meters and high capacity housings. The Authority proposes to engage the contractor for the following services:

- Deliver and install single-space smart meters and high capacity housings in accordance with agreed-upon performance standards within 90 days following contract signing.
- The contractor shall provide skilled technicians, supervision, tools, insurance, parts, and the expertise for the purchase and installation of the parking meters and related software.

#### **Technical Requirements—Product Specifications**

##### **Single-Space Parking Meters**

###### **1 Hardware**

- The height of the meter must comply with the Americans with Disabilities Act (ADA) requirements.
- All operable parts, including but not limited to slots for payment, no higher than 48" from the ground.
- The operable parts and meter face directed at an accessible route.
- A box of ground space free of obstacles and measuring at least 30" x 48" aligned for forward or parallel approach to the operable parts and meter.
- Will feature RFID technology for inventory and maintenance purposes.
- Dome Mount Sensor – Sensor must be mounted in the dome using radar technology.
- Housings – Duncan Model 95 or equivalent, coin canister and locks.

###### **2 Security and Locking Mechanisms**

- All parts must be corrosive resistant and should not require regular cleaning or maintenance.
- All apertures shall be designed and/or shielded to discourage vandalism and insertion of foreign material.

### **3 Graphic Display**

- Display shall be LCD and easily readable by users and allow for customized inputs.
- Shall be securely protected under a traditional single-space meter housing dome or similar protection integrated into the design.
- Display will feature a 160 x 160 pixel graphical LCD, or better, capable of displaying 7 lines of text on two rotating screens in any language and in all lighting conditions.
- Shall be able to operate without failure under weather conditions that are typical year-round to the region, including, but not limited to, humidity, snow, sleet, rain, road grime, street vibrations, and extreme temperature variations.
- The LCD displays must be remotely programmable via web-based meter management system, such that personnel are not required to be present at the meter for changes to be made.
- Shall include a user-friendly keypad for operations.
- For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity and will require no additional settings to be adjusted.

### **4 Payment Options**

- Shall have the ability to accept coins, credit cards, debit cards, smart cards, and pay-by-mobile-phone payments.
- Shall have only one card slot with hybrid card reader for payment by credit or debit card.
- Shall feature advanced coin track sensors for self-calibration and detection of nonmetallic items.
- The coin chute shall be easily and quickly field serviceable without the use of special tools.
- The meter must be Payment Certification Industry (PCI) compliant. Vendor supplying parking equipment must meet card data security requirements outlined by the Payment Card Industry Standard Council for Service Providers and/or Software Vendors.

### **5 Card Reader**

- Moisture, grime, heat, or cold shall not disable the card slot.
- Card slot shall be functional in all weather, including rain, and shall not be disabled by water or other liquid.
- Meter shall have the capability of accepting VISA, MasterCard, American Express, and Discover.
- Card reader shall be compatible with all ISO standard magnetic-stripe card readers.
- Shall provide PCI-compliant real-time credit card authorization.
- Mechanism shall default to “Coin-Only” condition whenever card payments are unavailable.

- The time/amount the meter defaults to upon insertion and removal of a credit card shall be user-defined.
- User shall be able to increase/decrease the amount of parking time/amount being requested.
- User shall always be able to cancel the transaction without penalty prior to accepting the transaction or allow the default time period to pass without action.

## **6 Power System**

- Must be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.
- The battery shall be easily replaceable.
- Shall include a separate backup battery to sustain clock, calendar and audit information in the event of a main battery failure or during battery replacement.

## **7 LED**

- Mechanism shall be equipped with LED indicator light, or equivalent, for meter enforcement.

## **8 Internal Time Keeping**

- Mechanism shall include real-time clock.
- Mechanism shall be fully programmable for automatic daylight saving time change.
- Mechanism shall support linear and complex rate structures.

## **9 Inventory of Parts**

- The Vendor must provide detailed list of inventory supplies with expected life and current cost of each part in the bid. The list should also include the recommended number of parts the City should have in its inventory, for each part, per meter.

## **10 Meter Management Software**

The Vendor shall provide a comprehensive meter management system that will confirm their compliance and describe their proposed solution as it relates to the following mandatory and optional issuance management software requirements:

- Solution shall be fully hosted by the Vendor.
- System shall provide for secured user access.
- The Vendor shall support gateway services for secure (encrypted) credit card data transmission to City's merchant account provider.
- Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards. The Vendor shall provide evidence of PCI-DSS Level 1 Certification.
- System shall provide for real-time alarm and status reporting for system monitoring and

maintenance.

- System shall provide for meter configuration, updates, and rate programming.
- System shall provide for real-time and historical management information reporting.
- System shall provide two-way wireless communications allowing remote updates of meter software, configuration, and rate programming.
- Backend system will manage both single-space smart meters and multi-space pay stations on one, single platform.

## **11 Project Management and Implementation**

- The Vendor shall provide a structured approach and plan for project implementation as well as its ongoing support operation.
- The Vendor shall provide the required staff, management, and supervision necessary to successfully fulfill the contract.

## **12 Ongoing Support Services**

The Vendor shall describe its solution for the provision of ongoing system administration including, but not limited to:

- Backup and restart capabilities.
- Configuration management (devices, management system, and related equipment).
- System and data security management.
- Replacement devices.
- Spare parts.
- System upgrades and enhancements.
- Customer service.
- Warranty.
- Maintenance.

## **13 Related Products and Service**

The Vendor may offer any additional or related services that may complement the core Vendor Services that are the purpose of this procurement process. The Vendor should specifically address:

- Smart Card/Token Options
- Maintenance/Collection Cards
- Cash Collection Systems
- EMV capability

**CP-1.02 Basis of Award and Preparation of Bid**

- A. The contract shall be awarded to the lowest, responsive and responsible bidder

**CP-1.03 Contractor Qualifications**

- A. The Contractor must have three (3) years experience as a company working in the Parking Access and Revenue Control system installation and/or manufacturing business. The Owner shall not accept the experience of individual employees or combinations of employees as company experience. The contractor shall submit documentation demonstrating three (3) years experience, including company address, contact person, telephone number, term of contract, description and amount.
- B. The Contractor shall submit with the Bid documents a Statement of Bidder Qualifications.

**CP-1.04 Completion of Work and/or Duration**

- A. Time is of the essence. The Contractor shall complete furnishment of all parts, materials and labor necessary to perform the work as specified in these documents with ninety (90) days from the first day the Contract Work actually starts or on the day stipulated in the Notice to Proceed, whichever is earlier.
- B. Should the performance of the work not be completed in the time specified above, the Contractor will be liable for liquidated damages in the amount of \$100.00 per day for each day until the work is completed.

**CP-1.05 Performance of Work**

- C. The Contractor shall furnish all parts, materials and labor necessary to perform the work as specified in these documents.
- D. Should the performance of the work be discontinued for any reason, the Contractor shall notify the Owner immediately of its intention to stop work and provide justification.
- E. Any services provided by Contractor outside of the scope of this document shall be considered Extra Work and shall be approved by change order only. No extra work shall be performed except at the written direction of the Owner.

**CP-1.06 Contract Administrator**

- A. The Owner shall assign a Contract Administrator to administer the day-to-day functions and communication between the Owner and the Contractor. The Owner shall submit the name and phone number of the respective Contract Administrator to the Contractor as well as other management personnel that may have the authority to request work and information.

- B. The Contractor in the course of its work under this contract is responsible to maintain communications and coordination with the Owner.
- C. When contract specifications mention “under the direction of the Owner” or require Owner notification, etc. it is referencing the Contract Administrator or authorized person.
- D. All work requiring the shutdown of the system or any portion thereof must have the prior approval of the Owner.

**CP-1.07 Training**

- A. The Contractor agrees to provide four (4) hours of training to the Owner personnel, for up to six (6) people, (24 hours in total), or any combination of 24 hours of training at no additional cost to the Owner. Training shall be provided on-site at the Camden Parking Authority at the discretion of the Owner and can be broken down into hourly increments.
- B. The Owner reserves the right to request that any such training be either general in nature or specific or a combination of the two at no additional cost to the Owner.

**CP-1.08 Communications**

- A. The Contractor must provide a homeoffice number or an answering service that the Owner can contact or leave a message on a 24-hour basis, seven (7) days a week, for the duration of this contract including the warranty period. Contractor must respond within two (2) hours from time message is left.
- B. In addition the Contractor must also provide an e-mail address where work requests can be forwarded or other exchanges of information may occur. Contractor must respond within two (2) hours from the time message is left, during normal business hours.
- C. The Owner reserves the right to withhold all or part of any monthly payment due to the Contractor until such communication is present or if the Contractor fails to respond to Owner by the next working day.

**CP-1.09 Parking**

- A. Parking area for workers’ vehicles will provided at a location or locations as directed by the Owner at no cost to Vendor.

**CP-1.10 Personnel and Supervision**

- A. The Contractor shall provide supervised, fully trained personnel for all phases of this contract.
- B. The Contractor is also fully responsible for the complete and continuous supervision of its subcontractors during the duration of this contract. All services provided by the subcontractor shall be the responsibility of the Contractor.



**CP-1.11 Compensation to the Contractor**

- A. The Contractor shall be compensated in a Lump Sum Payment by the owner in accordance with a mutually agreed upon payment schedule.
- B. The Owner reserves the right to withhold not more than 50% of any payment due for work improperly performed, until such time as the work is corrected. Judgment of the work performance quality is at the discretion of the Owner. The owner shall notify the Contractor of any non-payment in writing.

**CP-1.12 Shift, Weekend, and Holiday Work**

- A. The Contractor shall conduct all work at such times and in such a manner to ensure the least interference with the traveling public. This may necessitate that the Contractor conducts its operation on an off-shift basis.
- B. Work to be performed under this contract shall be accomplished as found in these specifications. The Owner has the authority to interrupt or alter the work schedule as necessary on a temporary or permanent basis to ensure the least interference with the traveling public or CCPA operations. The Owner shall give the Contractor at least 48 hours notice to any schedule changes except in an emergency situation as determined by the Owner.

**CP-1.13 Insurance Requirements**

- A. Contractor shall be responsible for indemnifying the Owner, and their authorized officers, directors, agents, employees, volunteers, and representatives for any and all operations authorized under this Contract and as set forth elsewhere in this Contract.
- B. Contractor shall, at its own cost and expense, take out and carry in effect through the term of this Contract (as defined elsewhere in this Contract) a policy or policies of insurance with a reputable insurance company that is financially sound and, when possible, authorized to conduct business in the State of New Jersey and upon whom process in any suit or action or other proceeding in the courts of the State of New Jersey or of the United States may be served, insuring the Contractor against all liability, subject to policy terms, condition and exclusions, for injuries to persons (including wrongful death) and damages to property caused by the Contractor's use and occupancy of the Premises or otherwise caused by the Contractor's activities and operations on said Premises or elsewhere at the CCPA, the policy limits thereof to be in the minimum(s) which may be increased by the Owner, as deemed necessary, as set forth below. Said levels of insurance are to cover claims arising in connection with this Contract and shall not be subject to any degree of depletion as a result of claims arising in connection with other activities by the Contractor.
- C. The Contractor shall be responsible to ensure that all Subcontractors independently carry the minimum insurance requirements or are covered under the Contractor's policies.

1. Commercial General Liability Insurance. The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance.
  - a. The CGL insurance and, if necessary, commercial umbrella insurance shall be a limit of not less than **One Million Dollars (\$1,000,000) with Two Million Dollars (\$2,000,000) aggregate limit** for each occurrence, which may be increased by the Owner as deemed necessary.
  - b. The CGL insurance shall be written on ISO occurrence form CG 00 01 10 01 (or substitute form providing equivalent coverage) and shall cover, but not be limited to, liability arising from Premises, Operations, Independent Contractors and Subcontractors, Products-Completed Operations, Personal Injury and Advertising Injury, and liability assumed under an insured contract, and contained separation of insureds (cross liability) condition. Explosion, Collapse, and Underground Property Damage Liability shall not be excluded.
  - c. The CGL insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. If the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.
  - d. The CGL insurance shall also be written to include CG 20 37 07 04 Additional Insured – Owners, lessees or Contractors – Completed Operations, and CG 20 10 07 04 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization.
  - e. Waiver of Subrogation. Contractor waives all rights against the Camden Parking Authority and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the CGL or umbrella liability insurance obtained by the Contractor pursuant to this Contract.
  - f. Additional Insureds Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to identify the Camden Parking Authority and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
  - g. Cancellation, Material Changes, or Non-Renewal Endorsement. The CGL and, if necessary, commercial umbrella insurance shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing, of cancellation, non-renewal, or material

change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.

## 2. Commercial Automobile Liability Insurance

- a. The Contractor shall maintain automobile liability insurance and, if necessary, commercial umbrella liability insurance with limits, which may be increased by the Owner, as deemed necessary, as set forth below:
    - 1) Non-Restricted Areas (Areas accessible to the General Public). A limit of not less than One Million Dollars (\$1,000,000) with Two Million Dollars (\$2,000,000) aggregate limit for each accident.
  - b. Such insurance shall cover liability arising out of any auto. If the Owner does not own automobiles, then coverage, at a minimum, shall be for non-owned and hired autos.
  - c. Waiver of Subrogation. Contractor waives all rights against the Camden Parking Authority and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract or under any applicable auto physical damage coverage.
  - d. Designated Insured Endorsement (Additional Insured). The automotive liability insurance, and, if necessary, commercial umbrella insurance shall be endorsed to identify the Camden Parking Authority and their authorized officers, directors, agents, employees, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
  - e. Cancellation, Material Changes, or Non-Renewal Endorsement. The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
3. Worker's Compensation and Employer Liability Insurance. Contractor shall maintain workers' compensation and employer's liability insurance.
- a. Worker's Compensation. Coverage shall be at statutory limits as required by the laws of the State of New Jersey.
  - b. Employer's Liability. The commercial umbrella and/or employers liability limits shall not be less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease, which may be increased by the Owner as deemed necessary.

- c. Waiver of Subrogation Endorsement (WC 00 03 13). Contractor waives all rights against the Camden Parking Authority and their agents, officers, directors, employees, volunteers, and representatives for recovery of damages to the extent damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by the Contractor pursuant to this Contract. The Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver which must be provided to the Administration in accordance with Paragraph H. Evidence of Insurance.
  - d. Cancellation, Material Changes, or Non-Renewal Endorsement. The Workers' Compensation and Employer's liability insurance and, if necessary, commercial umbrella insurance shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
4. Inland Marine Coverage. Contractor is required to have inland marine coverage to protect and indemnify the Owner against physical damage to property owned by the Parking Authority while in care, custody and control of Contractor. Coverage should be on an all risk basis with an A rated admitted carrier in the state of New Jersey. Coverage should be extended while on Owner's premises or any location where the Contractor would perform service or repair to Parking Authority equipment and while property equipment is in transit also.
5. Other Insurance. Other insurance may be required during the term of this Contract, as determined by the Owner and the Contractor shall obtain such additional insurance required by the Owner at its own cost and expense within forty-five (45) days after receipt of written request by the Owner.
- D. Self-Insured Retention (SIR) or Deductible. The use of a SIR or deductible is allowed. The limits of the SIR or deductible must be approved by the Owner.
- E. Insurance Company's Financial Rating. For those insurance companies subject to A.M. Best's ratings, they shall have an A.M. Best's rating of A- or better and a financial size category of VII or better. For those companies not subject to A.M. Best's ratings, they shall have a nationally or internationally recognized reputation and responsibility shall be approved by the Owner with such approval not to be unreasonably withheld.
- F. Insurance shall be written on an occurrence, not claims made basis. Professional Liability Insurance and Environmental Impairment Liability Insurance, if required in this Contract, shall be on claims-made basis.
- G. Required Endorsements
- 1. Additional Insureds Endorsement. All policies except workers' compensation and professional liability, shall be endorsed to identify the Camden Parking Authority, and their authorized agents, officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.

2. Designated Insured Endorsement (Additional Insured). The automotive liability insurance and, if necessary, commercial umbrella insurance shall be endorsed on ISO endorsement form CA 20 48 (or substitute form providing equivalent coverage) to identify the Camden Parking Authority, and their authorized agents, officers, agents, employees, directors, volunteers, and representatives as additional insureds, not named insureds, as their interest may appear in connection with this Contract. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.
3. Cancellation, Material Changes, or Non-Renewal Endorsement. All policies shall be endorsed to provide the Owner with at least thirty (30) days, ten (10) days for non-payment of premium, advance notice, in writing, of cancellation, non-renewal, or material change. A policy endorsement evidencing same must be provided to the Owner in accordance with Paragraph H. Evidence of Insurance.

#### H. Evidence of Insurance

1. Prior to the commencement of this Contract, unless otherwise specifically authorized by the Owner in writing, and at least annually thereafter, and as soon as possible after renewal but no later than five (5) business days after said renewal, the contractor agrees to furnish the Owner with certificate(s) of insurance and the required endorsement(s) referenced herein, executed by a duly authorized representative of the insurer, showing compliance with the insurance requirements of this Contract.
  - a. Each certificate of insurance shall provide for thirty (30) days written notice to the Owner prior to the cancellation, non-renewal, or material change of any referred to herein.
  - b. The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted from the cancellation provision of all certificates of insurance provided by the Contractor or duly authorized representative of each insurer.
  - c. Certificate(s) of insurance shall indicate at a minimum; type, kind, and amount of insurance in effect, the period of the policies, the Contract Number of this Contract, and any applicable additional insured statement as referred to herein.
  - d. If commercial umbrella or excess policies are obtained by the Contractor to meet the required limits of insurance, then the certificate of insurance **must** indicate the policies covered by said umbrella or excess policies.
  - e. Required endorsements and certificate(s) of insurance shall be issued to:

Willie Hunter, Executive Director  
Camden Parking Authority  
10 Delaware Avenue  
Camden, NJ 08103

2. The Owner reserves the right to obtain relevant endorsements, declaration pages, and/or a complete copy of the insurance policy(s) from the Contractor, evidencing the coverage required herein, upon written demand. The Contractor shall provide certified copies of the required items within ten (10) business days of the Owner’s written request for said

copies. The Owner shall deem such information confidential, commercial and/or confidential financial. All policies and declaration pages shall be returned to the Contractor upon review and acceptance by the Owner.

- I. In no event will any insurance referred to herein be cancelled by the Contractor without the prior written consent of the Owner.
- J. The failure of the Owner at any time or from time to time, to enforce the insurance provisions, to demand such certificate or other evidence of full compliance with the insurance requirements, or to identify a deficiency from evidence that is provided shall not constitute a waiver of those provisions nor in any respect reduce the obligations of the Contractor to maintain such insurance or to defend and hold the Owner harmless with respect to any items of injury or damage covered by this Contract.
- K. Failure to maintain the insurance required by this Contract shall be the basis for the immediate termination of this Contract at the Owner's option.
- L. No Representation of Coverage Adequacy. By requiring insurance herein, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Contractor, and such coverage and limits shall not be deemed as a limitation on the Contractor's liability under the indemnities granted to the Owner in this Contract.
- M. As indicated above, the contractor may use commercial umbrella liability insurance so that the Contractor has the flexibility to select the best combination of primary and excess limits to meet the total insurance limits required by this Contract.
- N. The Owner reserves the right at any time throughout the term of the Contract to adjust the aforementioned insurance requirements, if, in the Owner's reasonable judgment, the insurance required by this Contract is deemed inadequate to properly protect the Owner's interest. The Contractor agrees that it will adjust such insurance requirement, and if necessary, those of its Subcontractors, at its own cost and expense within forty-five (45) days after receipt of written request from the Owner.
- O. Incidents. To the extent of the Contractor's knowledge, the Contractor shall send a written report to the Owner within twenty-four (24) hours or as soon as possible, but no more than four (4) business days, of the Contractor's receipt of any knowledge of any accident or other event arising in any manner from the performance of the Contract which results in or might have resulted in bodily injury, personal injury, property damage, or loss of any kind. A copy of the report shall be sent to:

Willie Hunter, Executive Director  
Camden Parking Authority  
10 Delaware Avenue  
Camden, NJ 08103

#### **CP-1.14 Contractor's Equipment and Installation Guarantee – 1 Year**

- A. The contractor shall guarantee his installation work to be free of any defects in workmanship and materials for a period of one (1) years from the date of installation. The contractor shall agree to

maintain and repair any defective new parking meters, without cost to the Parking Authority of the City of Camden, within one (1) year of installation, excluding vandalism or Acts of God.

Electrical Components, Devices, and Accessories: Listed and labeled as defiend in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

Pre-Installation Conference: Conduct conference at Project Site.

### **CP-2.1-7 Coordination**

- A. Coordinate installation of anchorages for parking control equipment. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project Site in time for installation.
- B. Electrical System Roughing-in: Coordinate layout and installation of parking control equipment with the connections to power supplies, perimeter security system and security access control system.

### **IB-1.03 REJECTIONS**

In accordance with NJSA 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids. The Owner reserves the right to waive any immaterial defect or informality in any bid, where it is deemed to be in the interest of the Owner to do so. Bids may be rejected for the following reasons:

- (a) Cost Estimates  
All bids may be rejected when the lowest bid substantially exceed Cost Estimates for the project.
- (b) Abandonment  
All bids may be rejected when the Owner abandons the project.
- (c) Revisions  
All bids may be rejected when the specifications are substantially revised.
- (d) Provisions of Law  
All bids may be rejected when the purposes and/or provisions of law are violated.
- (e) State Contract  
All bids may be rejected when the owner decides to use the State Contract for the goods or services needed.
- (f) Availability of Funds  
Pursuant to the statutory requirements, any contract resulting from this bid shall be subject to the availability of sufficient funds annually.
- (g) Multiple Bids Not Allowed (Not Covered by Statute)

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

- (h) **Unsatisfactory Past Performance (Prior Negative Experience) (40A:11-4b)**  
Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the Owner in an unacceptable manner, may be rejected.
- (i) **Failure to Enter Contract (40A:11-24b)**  
Should a bidder, to whom the contract has been awarded, fail to enter into a contract within 21 days, Sundays and Holidays excepted, the Owner may then, at its option, retain the bidder's bid deposit bond and accept the bid of the next lowest responsible bidder.

#### **IB-1.04 QUANTITIES**

Approximately 800 Meters with the possibility of an increase to 900

#### **IB-1.05 INSPECTION**

All Materials, equipment, supplies and/or services delivered to or performed for the Owner shall be subject to final inspection and/or testing by the Owner or by other testing laboratories as the Owner may designate. If the result of one or more of such tests indicates that any part of the materials, supplies or services are deficient in any respect, the Owner may reject all or any part of the materials, supplies, or services to be provided under this contract.

#### **IB-1.06 DELIVERY**

All materials, supplies, equipment and vehicles shall be shipped FOB the Camden Parking Authority, unloaded, inside delivery and debris removed. The Owner will not pay freight or express delivery charges. Deliveries will be made during normal business hours at the location specified on the Purchase Order or Contract unless other arrangements have been made and agreed to by the Owner.

#### **IB-1.07 ABANDONMENT, DELAY AND LATE DELIVERY**

- A. If the work that is to be done under this contract is abandoned by the contractor or if at any time the Owner shall certify in writing to the Board of Commissioners that the performance of the contract is unnecessarily or unreasonably delayed, or that the contractor is willfully violating any of the conditions of the specifications, or is executing the same in bad faith, or is performing unsatisfactorily, or not in accordance with the terms hereof, the Owner may annul the contract or any part thereof by written notice served upon the contractor, and the Owner may thereupon have the power to contract for the completion of said work in the manner prescribed by law, and to charge the entire cost and expense thereof to the contractor.
- B. The cost and expense so charged shall be deducted from and paid by the Owner out of such monies as may be due or become due to the contractor under and by virtue of the



contract. In case such expense shall exceed the amount that would have been completed by the contractor, he or his surety shall pay the amount of such excess to the Owner.

- C. In the event of late delivery or other failure of the bidder to conform to the requirements of the specifications, liquidated damages may be assessed if set forth in said specifications.

### **IB-1.08 PREVAILING WAGE RATES & PUBLIC WORKS CONTRACTOR REGISTRATION**

The provisions of NJSA 34:11-56.26 et seq., Wages on Public Works, as determined by the New Jersey Department of Labor and Industry, are applicable to and made part of this contract if it involves construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating or any skill or trade as defined by the ACT. The Public Works Contractor Registration Act (NJSA 34:11-56:48 et. seq.) requires that all contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Dept. of Labor and workforce Development. Applications are available at [www.nj.govlabor](http://www.nj.govlabor) (click on Wage & Hour and then go to Registration & Permits). Public work means construction, reconstruction, demolition, alteration, or repair work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body. Public Work shall also mean construction, reconstruction, demolition, alteration, or repair work done on any property or premises owned by a public entity. A certificate proving Public Works Contractor Registration will be required prior to awarding a contract. To determine current Prevailing Wage rates please visit [htCP:lwd.dol.state.nj.uslaborforms\\_pdfslssemiddlesex.pdf](http://htCP:lwd.dol.state.nj.uslaborforms_pdfslssemiddlesex.pdf) . The Owner will require Certified Payrolls for the length of this contract. Please visit [htCP:lwd.dol.state.nj.uslaborforms\\_pdfslssepayrollcert.pdf](http://htCP:lwd.dol.state.nj.uslaborforms_pdfslssepayrollcert.pdf) for certified payroll forms.

### **IB-1.09 DEBARMENT**

If a ContractorVendor is found to be in violation of Items #6 & 7 above, the Board of Commissioner upon the recommendation of the Owner, may prohibit the ContractorVendor so adjudicated from doing business with the Owner for a period of five (5) years (NJSA 40A:11-4 et al).

### **IB-1.10 INDEMNITY**

By submitting a bid, bidder agrees that, if it is the successful bidder, it will indemnify and hold the Owner harmless from and against all liability and expenses, including attorneys' fees, howsoever arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with prevailing wage laws, the Americans with Disabilities Act and any Hamilton or state occupational safety or health legislation or regulation.

### **IB-1.11 INSURANCE**

Bidders are to refer to the Insurance Requirements specified in the Technical Provisions CP-1.13.

## **IB-1.12 CONTRACT DOCUMENTS**

The contract documents shall consist of the Advertisement for Bids, the bid proposal form(s) and all other bid forms, these Instructions to Bidders, the specifications, and such affidavits or certifications as may be required in the specifications, along with all addenda issued prior to execution of the contract, and the contract itself.

In the event that any clarification or modification of the contract documents is determined to be necessary by the Owner, and addendum to the specifications will be issued and communicated in accordance with the requirements of the New Jersey Local Public Contracts Law. The Owner will not give verbal interpretations of the specifications. In the event any such interpretations are given, they shall be considered invalid.

## **IB-1.13 MISINTERPRETATION OF CONTRACT DOCUMENTS**

The successful bidder shall make no claim for additional payment of other concessions because of any misinterpretation or misunderstanding of the contract documents on his part or because of any failure to fully acquaint himself with any condition or provision of the contract documents.

## **IB-1.14 INQUIRIES**

All questions, inquiries, clarifications, and interpretations of the contract documents should be submitted by **February 23, 2018 at 1:00 P.M.**

All questions and information pertaining to the issuance of this document shall be directed in writing only to:

Willie Hunter, Executive Director  
Camden Parking Authority  
10 Delaware Avenue  
Camden, NJ 08103  
Fax: 856-964-9317  
Email: whunter@camdenparking.net

## **IB-1.15 OBJECTIONS TO THE SPECIFICATIONS**

Any and all objections to the bid specifications must be in writing to the Owner, Willie Hunter, Executive Director, three (3) days prior to the bid opening. Failure to do so will result in the non-consideration of said objections.

## **SPECIAL CONDITIONS:**

### **SP-1.04 Delivery of Bids**

The Contractor shall submit each bid in a sealed envelope plainly marked to indicate its contents. When sent by mail, the sealed bid must be addressed to the owner at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place

specified in the Invitation for Bids. Bids received after the time for opening of bids will be treated in accordance with the provision of SP-1.10 Late Bids, Late Withdrawals, and Late Modifications.

### **SP-1.05 Communications and Interpretations – Prior to Bid Opening**

- A. Any information regarding the requirements or the interpretation of any provision of the General Conditions, Special and Technical Provisions, or any part of the bidding documents shall be requested, in writing, from the Owner, and delivered no later than seven (7) business days prior to the scheduled date of bid opening. Responses to questions or inquiries having any material effect on the bids shall be made by written addenda, or by written notice sent to all prospective bidders. Do Not Make Verbal Inquiries.
- B. Any and all objections to the bid specifications must be in writing to the Owner, Willie Hunter, Executive Director, three (3) days prior to the bid opening. Failure to do so will result in the non-consideration of said objections.
- C. Any verbal interpretations or oral pre-bid statements made by Owner employees or their representatives shall not be binding upon the Owner.

### **SP-1.06 Addendum to Invitation for Bids**

Each addendum to an Invitation for Bids shall be in writing and identified as such. Addenda(s) will be posted on the Camden Parking Authorities website [www.camdenparking.net](http://www.camdenparking.net), under Public Bids. It is the Bidders responsibility to view the website regularly to determine if any addenda(s) have been issued. Unless otherwise provided the bidder shall acknowledge receipt of all addenda.

### **SP-1.07 Pre-Opening Withdrawal of Bid**

- A. Bids may be modified or withdrawn by written notice received in the office designated in the Invitation for Bids, before the time and date set for bid opening.
- B. If a bidproposal is withdrawn in accordance with this regulation, the bid security, if any, shall be returned to the bidderofferor.

### **SP-1.08 Late Bids and Late Withdrawals**

- A. Any bidproposal received at the place designated in the solicitation after the time and date set for receipt of bidproposal is late. Any request for withdrawal received at the place designated in the solicitation after the time and date set for receipt of bidproposal is late.
- B. A late bidproposal, or late request for withdrawal may not be considered. Late bid proposals will be returned to the bidder/offeror unopened. Upon written approval of the Owner, exceptions may be made when a late bid proposal, or withdrawal is received before contract award, and the bid withdrawal would have been timely but for the action or inaction of the Owner personnel directing the procurement activity or their employees.

### **SP-1.09 Opening and Recording of Bids**

- A. Bids shall be opened publicly, at the time, date and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate shall be read aloud or otherwise made available. This information also shall be recorded at the time of bid opening. The bids shall be tabulated or a bid abstract made. The opened bids shall be available for public inspection at a reasonable time after bid opening but in any case before contract award except to the extent the bidder designated trade secrets or other proprietary data to be confidential. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Price, make, and model or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available at a reasonable time after bid opening but in any event before contract award regardless of any designation to the contrary at the time of bid opening
- B. The Owner shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Confidential, proprietary information, and trade secrets furnished by a bidder or offeror may not be disclosed to another outside of Owner except as provided by the Open Public Records Act or other applicable laws of this State.

### **SP-1.10 Mistakes in Bids**

- A. A bidder may correct mistakes discovered before the time and date set for bid opening by withdrawing the bid as provided in SP-1.07 Pre-Opening Withdrawal of Bid, and submitting a new bid prior to the time and date set for bid opening.
- B. If the Owner knows or has reason to conclude that a mistake may have been made the bidder may be required to confirm the bid. Situations in which confirmation may be requested include obvious, apparent errors on the face of the bid or a bid unreasonable lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn upon written approval of the Owner if any of the following conditions are met:
  - 1. If the mistake and intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of a bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.
  - 2. A bidder may be permitted to withdraw a low bid if:
    - a. A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
    - b. The bidder submits proof of evidentiary value, which clearly and convincingly demonstrated that a mistake was made.
- C. Mistakes may not be corrected after award of the Contract except when the Owner makes a determination that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Correction shall be submitted to and approved by the Owner.

### **SP-1.11 Minor Irregularities or Informalities**

- A. Minor irregularities or informalities in bids, as defined below, may be waived if the Owner determines that it shall be in their best interest. The Owner may either give a bidder an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its bid, or waive the deficiency where it is to the Owner's advantage to do so.
- B. When at any public opening of bids, a bid appears to be irregular, as therein specified, this fact may be announced when read. Said bid shall be read as other bids and then referred to the Procurement Officer or Attorney for consideration and appropriate action thereon in accordance with these Provisions, Laws and Regulations.
- C. A minor irregularity is one, which is merely a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation of a bid or proposal from the exact requirement of the solicitation, the correction or waiver of which would not be prejudicial to other bidders or offerors. The defect or variation in the bid or proposal is immaterial and inconsequential when its significance to price, quantity, or delivery is trivial or negligible when contrasted with the total cost or scope of the supplies or services being procured and the intent and meaning of the entire bid or proposal is clear.

#### **SP-1.12 Cancellation of Invitation for Bids**

- A. Before opening of Bids a solicitation may be canceled in whole or in part when the Owner determines this action is fiscally advantageous or other wise in its best interest.
- B. When a solicitation is canceled before bid opening, the bids shall be returned to the vendors submitting them and notice of cancellation shall be included.

#### **SP-1.14 Rejection of All Bids**

- A. After opening of bids or proposals but before award, all bids or proposals may be rejected in whole or in part when the Owner determines that this action is fiscally advantageous or otherwise in the Owner's best interest.
- B. A notice of rejection of all bids shall be sent to all vendors that submitted bids and bids, which have been opened, shall be retained by the Owner.

#### **SP-1.15 Bid Evaluation and Award**

- A. The contract is to be awarded to the responsible and responsive bidder whose bid meets the requirements and evaluation criteria set forth in the Invitation for Bids, and is either the lowest bid price or the lowest evaluated bid price.
- B. Bids shall be evaluated to determine which bidder offers the lowest cost to the Owner in accordance with the evaluation criteria set forth in the Invitation for Bids.
- C. Except as otherwise provided under SP-1.10 Mistakes in Bids:
  - 1. The unit price will govern in the event of a discrepancy between the unit price and the extended price (product of unit price multiplied by the quantity).

2. The sum of the extended prices will govern in the event of a discrepancy between the total lump sum bid and the extended prices.
  3. The written words will govern in the event of a discrepancy between the prices written in words and the prices written in figures.
  4. If a unit price has been omitted, the unit price will be determined by dividing the extended price by the quantity.
- D. The Owner reserves the right to make award by item, or groups of items, or total bid if it is in the best interest of the Owner to do so unless the bidder specifies in his bid that a particular or progressive award is not acceptable.
- E. Upon determination of the lowest bidder, review of the bid for responsiveness, and satisfaction that the bidder is responsible, the Contract may be awarded to that bidder. A contract may be awarded to a bidder offering a higher quality item than that designated in the Invitation for Bids if that bidder is also the lowest responsive and responsible bidder.

#### **SP – 1.17 PAYMENTS AND INVOICING**

- A. Contractor shall receive and accept the compensation, as herein provided for furnishing all material, labor, tools and equipment, and for performing all work contemplated and embraced under the contract. If progress payment is requested, the Contractor shall submit a current estimate in accordance with the Owner requirements to determine fair and reasonable compensation for work satisfactorily completed, subject to (2%) two percent retainage. Invoices shall be forwarded to the Owner.
- B. Before the contractor receives a progress or final payment under a contract covered by payment security, the contractor shall certify in writing that, in accordance with contractual arrangements, suppliers:
1. Have been paid from the proceed of previous progress payments; and
  2. Shall be paid in a timely manner from the proceeds of the progress or final payment currently due.
- C. All invoices or correspondence pertaining to invoices shall be identified with the contract name and number and forwarded to the following address:

Camden Parking Authority  
10 Delaware Avenue  
Camden, NJ 08103

#### **SP-1.19 SUBCONTRACTING**

The Contractor shall not employ any subcontractors, organizations, or other persons whether initially or as a substitute without written approval from the Owner.

#### **SP-1.20 PRE-WORK CONFERENCE**

A pre-work conference shall be scheduled with the Contractor to discuss planning, proposed personnel, schedules, material source, equipment, and other matters essential to the satisfactory performance of the work.

#### **SP-1.22 CONTRACT TIME FOR COMPLETION OF WORK**

- A. The Contractor shall diligently prosecute the work so that it shall be entirely completed within the time specified on the Bid from the date of the Notice to Proceed or within such time as extended in accordance with the provisions of these specifications.
- B. The Contractor shall prosecute the work in this contract in accordance with that proposed by its work schedule and approved by the Owner with labor and equipment adequate to complete the major items, portions or sections, within the designated areas in accordance with schedule approved by Owner.
- C. In the event the Contractor fails to proceed with the work as rapidly as is provided in the progress schedule, or if it appears at any time that such work is not prosecuted in a manner that shall insure its completion within the time specified, the Owner may require the Contractor to furnish and place in operation additional labor and equipment as the Owner shall deem necessary to bring the work back on schedule. If the Contractor fails to comply, the owner may initiate measures to meet the requirements of the schedule and charge the Contractor for the full cost thereof.

#### **SP-1.24 EXTENSION OF TIME**

- A. If the Contractor is delayed or obstructed in the beginning or prosecution of the work by any neglect, delay, or default attributed to the Administration, or by strikes which it has no power or authority to adjust, or by any damage that may happen to the work by fire, unavoidable accident, or unusual action of the elements, it shall be entitled to such extension of time for completion of the work. Any extension shall be certified by the Owner to be just and reasonable. Any claim for an extension of time must be submitted in writing to the Owner within five (5) days subsequent to the date when the alleged cause for such extension of time occurred.
- B. If, through no act or fault of the Contractor or any of its representatives, the beginning and/or the continuance of the work should be stopped under an order of any court or other public authority having jurisdiction, then said time for completion shall be so delayed and/or stopped; and the Contractor shall not be required to pay liquidated damages for and during such extension.
- C. If the satisfactory execution and completion of the contract shall require work or material in greater amounts or quantities than those set forth in the contract, the contract time shall be increased in the same proportion as the value of the additional work bears to the total value of the original work contracted for.
- D. The Contractor shall not be entitled to any extension of time for delays attributed to any act, omission, neglect, or default on its part or on part of any of its employees, agents, or

subcontractors, or to any failure of the Contractor, its employees, agents, or subcontractors to comply with any provision of the Contract Documents.

### **SP-1.28 INTERPRETATIONS BY ADDENDUM**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Specifications or other proposed Contract Documents, he may submit to the Owner a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of the proposed documents shall be made only by addendum duly issued. A copy of such Addendum shall be mailed, emailed or delivered in another manner to each person receiving a set of documents. The Owner shall not be responsible for any other explanation or interpretations of the proposed documents.

### **SP-1.30 ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK**

The Owner reserves the right to make such alterations in the Specifications or in the character of the work as may be considered necessary or desirable, to complete fully and perfectly the work under the contract, provided such alteration do not materially change the original Specifications. Such alteration shall not be considered as a waiver of any condition of the contract or an invalidation of any of the provisions thereof. Should such alteration in the Specifications or in the character of the work be productive of increased cost or result in decreased cost to the Contractor, a fair and equitable sum, therefore, to be agreed upon in writing by the Contractor and the Owner before such work is begun, shall be added to, or deducted from the contract price, as the case may be. No allowance shall be made for anticipated profits on work omitted.

### **SP-1.31 CONTRACT FURNISHED TO CONTRACTOR**

The Contractor shall be supplied with a copy of the contract from the Owner. The Contractor shall have available; at all times during the prosecution of the work, one (1) copy of said document.

### **SP-1.32 SUPERVISION BY THE OWNER**

- A. Work is to be carried out under the supervision and to the complete satisfaction of the Owner. The work and materials shall be strictly of the best quality of the types herein specified. Should any work or material other than those specified or shown be introduced into the construction of the work, the Owner, or its authorized agent shall have full power to reject them, and they shall be removed from the premises within 24 hours by the Contractor after being notified to do so.
- B. The Contractor shall furnish to the Owner any documentation requested by the Owner or its designee concerning the performance and functioning of the contract, which documents shall include but not be limited to: personnel records; time sheets; inspection reports (either by contract or requested by the Owner); unit prices, and payroll.



- C. The Owner shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work; all questions which may arise as to the interpretation of any or all Specifications; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.
- D. The Owner shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out the provisions of the contract.

### **SP-1.33 LEGAL ADDRESS**

- A. The address given in the Bid Proposal is hereby designated as the legal address of the Contractor. Such address may be changed at any time by notice in writing delivered to the Owner. The delivering of such legal address or the depositing in any post office, in a post paid registered wrapper directed to the above-named address, of any notice, letter, or other communication to the Contractor, shall be deemed to be legal and sufficient service thereof upon the Contractor.
- B. The delivering at, or the mailing to, the Contractor's business address (written notice of which address shall be given to the Owner), of the delivering to the Contractor in person or to its authorized representative, of any notice, letter or other communication shall also be, and shall be deemed to be, a legal and sufficient service thereof upon the Contractor.

### **SP-1.34 LICENSING**

All personnel performing services in accordance with the Scope of Work must be licensed, or capable of being licensed in the State of New Jersey in those trades, crafts, and professions, which require licensing for the function being performed. The license must be of a grade or level consistent with the requirements of the work to be performed. In the event the Contractor brings personnel in from outside the State, they must obtain the appropriate New Jersey license within 90 days of their appointment to this contract.

### **SP-1.36 MINIMUM SPECIFICATIONS**

It is the intent that all materials and services specified in the Special and Technical provisions, and/or Plans, Diagrams, Drawings, etc., of this contract shall be considered as the minimum unless otherwise stated. Any material and service provided shall include all related and affiliated items that shall result in a complete project. The completion of the project shall be at no additional cost to the Owner unless work is specifically provided for under the Extra Work Allowance Provision of the document.

### **SP-1.37 PATENT INFRINGEMENT**

The Contractor agrees to indemnify, protect, and save harmless the Owner, its officers, agents, and employees with respect to any claim, action, cost, or judgment for patent infringement arising out of the purchase or use of materials, supplies, equipment, designs, methodologies, or services

covered by this contract. This indemnification obligation is not limited to but is in addition to the insurance obligation and performance bonds contained in this agreement.

**SP-1.38 NON-PAYMENT FOR WORK IMPROPERLY DONE**

- A. The Owner reserves the right to withhold any and all payments for work improperly performed, until such time as the work is corrected. Payment for judgment of work performance quality is at the discretion of the Owner.
- B. The Owner shall notify the Contractor of any non-payment in writing. Any non-payment shall be in the form of a reduction of dollars from the total contract cost.

**SP-1.39 SUCCESSFUL TERMINATION OF CONTRACTOR'S RESPONSIBILITY AND FINAL ACCEPTANCE**

A contract shall be considered successfully fulfilled when the work has been completed in accordance with the terms of the contract.

**SEALED BID CHECK LIST  
DOCUMENTS TO BE SUBMITTED TO OWNER WITH SEALED BID**

Each Bidder is required to complete this check list of all mandatory items that are required for this bid.

Required  
By Owner

Read, Signed  
& Submitted

- X Proposal Bid Form SECTION P \_\_\_\_\_
  
- X Bid Bond Guarantee \_\_\_\_\_
  
- X Financial Statement (provided by contractor) \_\_\_\_\_
  
- X Non-Collusion Affidavit \_\_\_\_\_
  
- X Ownership Disclosure Statement  
N.J.S.A. 52:25-24.2 \_\_\_\_\_
  
- X Acknowledgement (Corp.PartnerIndLLC) \_\_\_\_\_
  
- X Consent of Surety \_\_\_\_\_
  
- X Addendum Acknowledgement (if applicable) \_\_\_\_\_
  
- X Public Works Contractor Certificate or Proof of Application prior to bid date. \_\_\_\_\_

Reviewed by  
Contractor

READ

- X Review Exhibit A, Mandatory Equal Employment Opportunity Language for Goods, Professional Service and General Service Contracts; successful bidder must submit Evidence of Affirmative Action Plan and/or Certification prior to award of contract. \_\_\_\_\_
  
- X Public Works Contract and Prevailing Wage Mandatory Language \_\_\_\_\_
  
- X \_\_\_\_\_

Business Registration Certification (If not included with bid will be required prior to award of contract)

X Americans with Disabilities Act 1990 \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

**Statement of Bidders Qualifications**

All questions must be answered and the data given must be concise, comprehensive and acceptable to the Owner. Attach separate sheets and appropriately identify the section wherever necessary to properly answer question.

1. Firm name.
2. Principal address.
3. Year firm was organized.
4. Where and when incorporated.
5. Bidder must be an Authorized distributor in good standing with each organization.
6. Bidder must have installed systems of the same size, same type, and technical magnitude.
7. Bidder must have trained technicians with factory certification.
8. Bidder must have technicians that are dispatched via a central location. These technicians must have constant communication means to their office.
9. Bidder requested to estimate the travel distance of the bidder's to Camden.
10. Bidder must have weekend service available.
11. Bidder must meet all State of New Jersey requirements to practice business.
12. List years of firm's experience in similar contracts.
13. Bidder must have a warehouse of stock parts.
14. Bidder must have the means to deliver non-stocked parts within two business days. One business day is preferred.
15. List of projects of similar nature that have been completed by your company. Identify if they are within the United States or International. Provide name of City, Contact Person, Telephone number, and total amount of contract award.
16. List default experience on previous contracts.
17. List present and comparable contracts presently underway.
18. List principals and/or partners, supervisory personnel available for this contract.

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Owner verifying data submitted in the Statement of Bidders Qualification.

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

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

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

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

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

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

\_\_\_\_\_ of \_\_\_\_\_

and that the answer to the foregoing questions and all statements therein contained are true

and correct. Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public  
Notary Public State of

My commission expires \_\_\_\_\_

**OWNERSHIP DISCLOSURE STATEMENT**

**This Statement must be submitted with the Bid**

Trade or Corporate Name of Bidder \_\_\_\_\_

Hamilton ID Number: \_\_\_\_\_

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Individual \_\_\_\_\_ LLC \_\_\_\_\_

Incorporated: YES \_\_\_\_\_ NO \_\_\_\_\_ In what State? \_\_\_\_\_ Year \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ PO Box \_\_\_\_\_

**If a Corporation Officers:**

President \_\_\_\_\_

Vice President \_\_\_\_\_

Treasurer \_\_\_\_\_

Secretary \_\_\_\_\_

**Proprietor(s) Partnership, or Individual doing business under a trade name.**

Partner Title \_\_\_\_\_

Partner Title \_\_\_\_\_

Partner Title \_\_\_\_\_

Partner Title \_\_\_\_\_

**Limited Liability Co.**

Member \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

**STATEMENT OF INDIVIDUAL(S) OWNING 10% OR MORE OF STOCK  
OR INTEREST IN THE BIDDER'S BUSINESS ENTITY**

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, limited partnership, limited

liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, shall be awarded a contract, unless prior to the receipt of the bid or accompanying the bid of the of the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship, there is submitted to the Owner, a statement setting forth the names and addresses of all individuals who own 10% or more of the stock, of any class of all individual partners who own a 10% or greater interest in the corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, subchapter S corporation or sole proprietorship. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed.

Date \_\_\_\_\_

**LEGAL NAME OF RESPONDENT:** \_\_\_\_\_

Check which business entity the bidder is:

Corporation \_\_\_\_\_

Complete if the Bidder is one of the 3 types of Corporations:

Limited Liability Corporation \_\_\_\_\_

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

Where Incorporated: \_\_\_\_\_

Subchapter S Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Note: If no stockholder or partner owns 10% or more of the business submitting the bid, please sign and date this form.

Limited Partnership \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_

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

Sole Proprietorship \_\_\_\_\_

**BUSINESS ADDRESS:**

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

\_\_\_\_\_  
TELEPHONE# FAX# E-MAIL ADDRESS

Listed below are the names and address of all stockholders or individuals who own ten (10) percent or more of its stock of any classes, or who own (10) percent or greater interest therein.

\_\_\_\_\_  
NAME ADDRESS

\_\_\_\_\_  
NAME ADDRESS

\_\_\_\_\_  
NAME ADDRESS

\_\_\_\_\_  
NAME ADDRESS

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**



STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public of the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ the President of \_\_\_\_\_ who I am satisfied, is the person who signed the foregoing Contract; and I having first made known to him the contents thereof, he thereupon acknowledge that he signed, sealed with the Corporate Seal, and delivered the said Contract as such officer aforesaid, that the said Contract is the voluntary act and deed of said Corporation, made by virtue of authority from its Board of Directors.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:

**ACKNOWLEDGMENT OF CONTRACTOR, IF A LIMITED LIABILITY CO.**

STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public of the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ the Managing Member of \_\_\_\_\_ who I am satisfied, is the person who signed the foregoing Contract; and I having first made known to him the contents thereof, he thereupon acknowledge that he signed, and delivered the said Contract as such officer aforesaid, that the said Contract is the voluntary act and deed of said Limited Liability Company, made by virtue of authority from its Members.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:

**ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP**

STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public of the State of \_\_\_\_\_ personally appeared \_\_\_\_\_ a member of the firm of \_\_\_\_\_ a partnership, who, I am satisfied, is the person mentioned in the within Contract and who signed the same as a member of said firm, and thereupon acknowledge that he signed, sealed and delivered the same as his voluntary act and deed, and as the voluntary act and deed of said partnership firm, for the uses and purposes therein expressed.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:

**ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL**

STATE OF NEW JERSEY )

) SS:

COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the Subscriber, a Notary Public, personally appeared \_\_\_\_\_, who I am satisfied, is the Vendor mentioned in the within Contract and thereupon he acknowledged that he signed, sealed and delivered the same as his personal voluntary act and deed, for the uses and purposes therein expressed.

\_\_\_\_\_  
A Notary Public of

My Commission Expires:



**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

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

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

\_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is \_\_\_\_\_  
(owner, partner, officer, representative or agent)  
of \_\_\_\_\_  
herein referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_ the Contractor for certain work in connection with the \_\_\_\_\_ Contract pertaining to the

**CONTRACT NO. CCPA-2018  
PROPRIETARY PURCHASE OF GOODS & SERVICES  
FOR SINGLE SPACE SMART PARKING METERS  
CAMDEN PARKING AUTHORITY**

In \_\_\_\_\_  
(City or County and State)

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought unlawful agreement or connivance with any other Bidder, firm or person, to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the CAMDEN PARKING AUTHORITY (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME

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

\_\_\_\_\_

\_\_\_\_\_  
Title

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

**CONTRACT NO. CCPA-2018  
PROPRIETARY PURCHASE OF GOODS & SERVICES  
FOR SINGLE SPACE SMART PARKING METERS  
CAMDEN PARKING AUTHORITY**

**SECTION GC – GENERAL CONDITIONS  
FOR GOODS AND SERVICES**

**GC-1.01 Definitions**

- A. Wherever in these General Conditions or in other contract documents the following terms or abbreviations are used, the meaning shall be as follows:
- B. Definitions
1. Agreement – Contract.
  2. Award – The decision by the Owner to execute a purchase agreement or contract after all necessary approvals have been obtained.
  3. Biannual – Twice a year.
  4. BidOffer – A statement of price, terms of sale, and description of the supplies, services, or construction related services submitted to the Owner, in response to an Invitation for Bids or offers under procurement by competitive sealed bidding or comparable small procurement procedures.
  5. Biennial – Every two years.
  6. Bimonthly – Every two months.
  7. Biweekly – Every two weeks
  8. Board – The Board of Commissioners of the Camden Parking Authority.
  9. Business – Any corporation, partnership, individual, sole proprietorship, joint venture, or other legal entity through which commercial activity is conducted.
  10. Change Order – A written order signed by the Owner or responsible Procurement Officer, directing a Contractor to make changes which the changes clause of a contract authorizes the Owner or Procurement Officer to order with or without the consent of the Contractor.
  11. Code – The annotated code of New Jersey.



12. Construction – The process of building, adding, altering, converting, relocating, renovating, replacing, repairing, improving, demolishing or restoring of real property in which the Owner has an interest.
13. Contract – Any agreement entered into by the Owner for the acquisition of supplies, services, construction, or any other item, including:
  - (a) Awards and notices of award;
  - (b) Contracts of a fixed-price, cost-reimbursement, cost-plus-a-fixed-fee, fixed-price incentive, or cost-plus incentive fee type;
  - (c) Contract providing for the issuance of job or task orders;
  - (d) Leases;
  - (e) Letter contracts;
  - (f) Purchase Orders;
  - (g) Supplemental agreements with respect to any of these;
  - (h) Orders; and
  - (i) Grants.

Contracts does not include:

- (a) Collective Bargaining agreements with employee organizations; or
  - (b) Medicare, or similar reimbursement contracts for which eligibility and cost are set by law or regulation.
14. Contract Drawing – See “Plans”
15. Contract Modification – Any written alteration in the specifications, delivery point, date of deliver, contract period, price, quantity, or other provision of any existing contract, whether accomplished in accordance with a contract provision, or by mutual action of the parties to the Contract. It includes Change Orders, Extra Work Orders, Supplemental Agreements, Contract amendments, reinstatements, or option renewals.
16. Contractor – Any person (see definition for Person) having a contract with the Owner. Contractor does not include any employee claiming such status pursuant to any collective bargaining agreement.
17. Day – Calendar day unless otherwise designated.
18. Engineer – Any person designated by the Owner or the Procurement Officer, acting directly or through the duly authorized representative, such representative acting within the scope of the assigned duties or authority.
19. Extension – As applied to contracts for the performance of maintenance work or services, means a change in the scope of services to be performed

by the Contractor by including in the Contract a requirement for the performance of phases of services not previously included.

20. Extra Work Order – Change Order.
21. Firm – Business.
22. Inspector – The authorized representative of the Owner or Procurement Officer assigned to make detailed inspections of any or all portions of the work, or materials thereof.
23. Invitation for Bids – Any document, whether attached or incorporated by reference, used for soliciting bids under procurement by competitive sealed bidding and small procurement procedures including requests for quotations.
24. Maintenance - Any work or services necessary for the continued operation or upkeep of a facility, structure, building, grounds, or building system, including built-in equipment or an in-ground system.
25. Notice to Proceed – A written notice to the Contractor of the date on or before which the Contractor shall begin performing the work to be done under the Contract.
26. Offeror – A person or entity that responds to a Proposal and desires to enter into a contract with the Owner.
27. Payment Bond – Security as a guarantee that Contractor will pay in full all bills and accounts for materials and labor used in the work, as provided by law.
28. Performance Bond – Security guaranteeing complete performance of the Contract.
29. Person – Any individual or a corporation, partnership, sole proprietorship, joint stock company, joint venture, unincorporated association, union, committee, club, or other organization or legal entity.
30. Procurement Officer – Any person authorized by the Owner in accordance with law or regulation to formulate, enter into, or administer contracts or make written determinations and findings with respect to them. The term also includes an authorized representative acting within the limits of authority.
31. Proposal – The response by an offeror to a solicitation of the Owner for a supply or service. The response may include, but not be limited to, an

Offeror's price and terms for the proposed Contract, a description of the technical expertise, work and other information as requested in the solicitation.

32. Public Improvement – The construction, maintenance and repair of any building, structure or other public work now or hereafter constructed or acquired by the Owner, City, County or State.
33. Quotation – BidOffer
34. Request for Proposals – Any document, whether attached or incorporated by reference, used for soliciting proposals under procurement and competitive sealed proposals, noncompetitive negotiations, multi-step and comparable small procurement procedures.
35. Responsible Bidder or Offeror – A person who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will assure good faith performance.
36. Services – The rendering of a person's time, effort or work, rather than the furnishing of a specific physical product other than reports incidental to the required performance of services. It includes, but is not limited to, professional, personal and/or contractual services provided by attorneys, architects, engineers, accountants, physicians, consultants, appraisers, land surveyors, and property management, where the service is associated with the provision of expertise and/or labor. "Services" does not include the work normally associated with the repair and/or maintenance of facilities, structures, or building systems defined as "maintenance."
37. Specification – A written description of functional characteristics, or the nature of an item to be procured. It may include a statement of any of the user's requirements and may provide public notice and advertisement of an Owner's intent to procure supplies, services, and construction.
38. Solicitation – Invitation for bids, Request for Proposals, or any other method or instrument used to provide public notice and advertisement of an Owner's intent to procure supplies, services, and construction.
39. State – The State of New Jersey acting through its authorized representative.
40. State Agency – Any administration, agency, association, authority, board, bureau, college, commission, committee, council, foundations, fund, department, institute, institution, public corporation, service, trust, university, or other unit of the Executive Branch of the state Government and including any subunit within any of the foregoing.

41. Subcontractor – Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Contractor, who, prior to such undertaking, receives the approval of the surety and the Owner.
42. Superintendent – The executive representative of the Contractor authorized to receive and execute instructions from the Owner or Procurement Officer, and/or Inspector that shall supervise and direct the work.
43. Work – The furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the project and the carrying out of all the duties and obligations imposed by the Contract.

**GC-1.02 Preparation of Bid Proposal**

- A. Offeror shall submit its bid proposal upon the forms furnished by the Owner; carefully following bid preparation instruction provided.
- B. Offerors should give specific attention to the identification of those portions of their proposals, which they deem to be confidential, proprietary information or trade secrets, and provide any written justification of why such materials, upon request, should not be disclosed by the State of New Jersey Open Public Records Act.

**GC-1.06 Cost and Price Certification**

- A. Contractor, by submitting cost or price information, certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as of the specified bid date prior to the conclusions of any price discussion or negotiations for a change order or contract modification.
- B. The price, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the bid, was inaccurate, incomplete, or not current.

**GC-1.11 Notice to Proceed and Completion of the Work**

- A. After the Contract has been executed, the Owner will, within the time limit specified elsewhere in the Contract documents, issue to the Contractor a Notice to Proceed stipulating the date on or before which the Contractor shall begin Work. The specified Contract time shall begin on the first day the Contract Work (other than the erection of the inspector's office, construction stakeout, and mobilization) actually starts or on the day stipulated in the Notice to Proceed, whichever is earlier. Any preliminary work started, or materials ordered, before receipt of the Notice to Proceed, shall be at the Contractor's sole risk.

- B. The Contractor shall begin work promptly within the time specified by the Owner and shall notify the Owner at least 48 hours before starting the Work. The Contractor shall submit a progress schedule, in writing, to the Owner within ten (10) days from the date of the Notice to Proceed. This schedule shall be updated and revised to reflect all changes affecting the job in progress.
- C. After the Work has once been started; it shall be conducted continuously on all acceptable working days without stoppage until the entire Contract is complete. Should the progress of the Work for any reason be discontinued, the Contractor shall notify the Owner of its intention to stop and shall also notify the Owner at least twenty-four (24) hours in advance of resuming operations. The Contractor shall confirm said notification in writing.

**GC-1.12 Conformity with Contract Requirements**

- A. All Work performed and all materials furnished shall be in conformity with the Contract requirements. In the event the Owner finds the materials or the finished product in which the materials are used or the Work performed do not conform to the Contract requirements and have resulted in an inferior or unsatisfactory product, the Work or materials shall be removed and replaced or otherwise corrected and at the expense of the Contractor.
- B. In the event the Owner finds the materials or the finished product in which the materials are used are not in conformity with the Contract requirements but that acceptable work has been produced, the Owner shall then make a determination if the work shall be accepted. In this event, the Owner will document the basis of acceptance by a change order, which may provide for an equitable adjustment in the Contract price. Any action taken pursuant to this paragraph may not result in an increase of the Contract price.
- C. When any article is specified in the contract by proprietary name, trade name, and/or name of manufacturer with or without the addition of such expression as “or equal” or “or approved equal,” it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Owner as to the quality thereof; and it is distinctly understood: (a) that the Owner is to exercise independent judgment in determining, from time to time, whether or not any article proposed to be an substituted is the equal of any article specified; (b) that the decision of the Owner on all such questions of equality shall be final; and (c) that, in the event of any adverse decision by the Owner, no claim of any sort shall be made or allowed against the Owner, because of such decision.
- D. The offer of an article by the Contractor for an article specified will raise the presumption that any such substitution it is for the purpose of saving money. If, in such case, the article is approved, the Owner shall be given credit in the amount of the difference between the net cost to the Contractor of the article submitted and the price at which he could have obtained the lowest priced article specified. For convenience in checking the credit, if any, the Contractor shall submit these figures when the offer of substitution is made, and no article shall be considered without such figures.

- E. The word “article” wherever used in this Section 13, subsection entitled “Equal or Approved Equal, “ shall be taken to mean any article, material or thing.

**GC-1.13 Inspection of Work**

- A. All materials and each part or detail of the Work shall be subject at all times to inspection by the Owner, or other representative or appropriate person from the Owner. The Contractor shall be held strictly to the Contract including allowable tolerances, quality of materials and workmanship, and the diligent execution of the contract. Such inspection may include mill, plant, or shop inspection. Any material furnished under the Contract is subject to such inspection. The Owner or other appropriate person from the Owner, shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- B. If the Owner so requests, the Contractor, at any time before the Owner’s acceptance of the Work, shall remove or uncover such portions of the finished Work as may be directed. After inspection, the Contractor shall restore said portions of the Work to the standards required by the Contract. Should the Work thus exposed or inspected prove acceptable, adjustments in the Contract time and price will be made by change Order for the uncovering or removing, and the replacing of the covering or making good of the parts removed. Should the Work so exposed or examined prove unacceptable, the uncovering, removing and/or replacing, shall be at the Contractor’s sole expense.
- C. When the United States Government or any railroad, corporations or other agency is to pay a portion of the cost of the Work covered by this Contract, a representative of any such entity shall have the right to inspect the Work.

**GC-1.14 Removal of Defective Work**

- A. All Work and materials, which do not conform to the requirements of the Contract, shall be considered unacceptable, unless otherwise determined acceptable under the provisions in Section 13 herein.
- B. Any defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist, shall be removed and replaced by Work and materials which shall conform to the specifications or shall be remedied otherwise in an acceptable manner authorized by the Owner. Upon any failure by the Contractor to comply promptly with any order of the Owner made under the provisions of this Section 14, the Owner shall have the authority to cause defective Work to be remedied or removed and replaced and unauthorized Work to be removed, and to equitably deduct the costs attributable to such corrective notions via Change Order from any monies due or to become due to Contractor under this Contract will be made by agreement between the Contractor and Owner, and subject to settlement, in case of dispute, as herein provided..

### **GC-1.15 Discrepancies in Contract Documents**

In the event the Contractor discovers any discrepancies in the Contract Documents, the Contractor shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be necessary for fulfilling the intent of the Contract. In the event of a conflict between the General Conditions and any other provision of the Contract Documents, these General Conditions shall prevail unless such other provision expressly provides to the contrary.

### **GC-1.16 Cooperation by the Contractor**

- A. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Owner and the owner's inspectors in every way possible.
- B. The Contractor shall assign to the Contract, as its agent, a competent superintendent capable of communicating in English, capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Owner or an authorized owner representative. The superintendent shall have full authority to execute the orders or directions of the Owner without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendent(s) shall be furnished irrespective of the amount of Work sublet.

### **GC-1.21 Care of Work**

- A. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.
- B. In an emergency affecting the safety of life or property, the Contractor shall act, either at his own discretion or as instructed by the Owner, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the Section entitled "Changes".
- C. The Contractor shall avoid damaging the sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. Contractor shall repair, at his own expense and in a manner satisfactory to the Owner, any damage thereto caused by his operations.

### **GC-1.22 Accident Prevention**

- A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which will occur as a result of his fault or negligence in connection with the Performance of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.
- B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- C. The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from the personal injury and or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

**GC-1.23 Responsibility for Damage Claims**

- A. The Contractor shall protect, defend, indemnify, save harmless, release and discharge the Owner and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the Work or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said Contractor, or as a result of faulty, inadequate or improper temporary drainage during construction, or on account of the use, misuse, storage or handling of explosives, or on account of claims or amount arising or recovered under the Workers' Compensation Laws, or any other law, bylaw ordinance, order or decree or any claims, suits, judgments, expenses, actions, damages and costs arising from or based on the violation of any State, or local law, ordinance, regulation, order or decree, whether by himself or its employees or subcontractors. The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the Work resulting from any act, omission, neglect or misconduct, in the manner or method of executing said work satisfactorily or due to the non-execution of said Work or at any time due to defective work or materials and said responsibility shall continue until the improvement shall have been completed and accepted.
- B. The Contractor shall not be held responsible for any claims arising from accidents incurred because of any traffic and/or general use permitted during the time the project or any section thereof is open to traffic except from accidents which are attributable to the Contractor's negligence.

**GC-1.24 Assignment**



The Contractor shall not assign this Contract in whole or in part, or any monies due or to become due under this Contract without the prior written consent of the Owner. Any attempted assignment without such consent is void ab initio. In the event that the contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause providing that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this contract.

#### **GC-1.25      General Guaranty**

Neither the final acceptance of the Work nor the payment therefore nor any provision in the Contract documents nor partial or entire use of the Work by the Owner shall constitute an acceptance of the work which is not performed in accordance with the Contract documents or relieve the Contractor of liability for any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defect in the Work, and pay for any damage to other Work resulting from defects in the Work which shall appear within a period of one (1) year from the date of final acceptance of Work, unless a longer period is specified. The Owner shall give notice of observed defects with reasonable promptness.

#### **GC-1.26      Final Acceptance and Payment**

Upon completion of all the Work under this Contract, the Owner shall make a final inspection of the entire Work and direct the Contractor to take any corrective action to properly complete the Work. Once the Owner is satisfied that the Work is properly completed, the Owner shall announce the final acceptance of the entire project. The Owner upon final acceptance, shall pay, or cause to be paid, to the Contractor, the whole amount of money then due the Contractor under the terms below unless specified differently in another provision of this Contract.

- A. The Contractor shall prepare his invoice for Final Payment and submit it to the Owner for approval. The final payment shall consist of the total cost of Work and subject to withholding of any amount due to the Owner under the Section entitled "Liquidated Damages" under SPECIAL PROVISIONS.
- B. The Owner, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work and supplying materials or services to the Contractor if this is deemed necessary to protect its interest. The Owner, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.
- C. Payment to the Contractor by the Owner shall be made subject to the following:

1. If applicable, submission by the Contractor of all written certifications required of him by the Section entitled "Contractor's Certificates" under GENERAL CONDITIONS.
2. That no payment made under the Contract shall act as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.

**GC-1.27 Personal Liability of Public Officials**

In carrying out any of the provision of the Contract, or in exercising any power or authority granted to them by or within the scope of this Contract, there shall be no liability upon the Owner, Procurement Officer or other authorized representatives, either personally or as officials of the State. It is understood that in all such matter they act solely as an authorized agent and representatives of the Owner and/or State.

**GC-1.28 Approval Authority**

This Contract is subject to any Change Order, Contract Modification, or amendment thereto, and is subject to the approval requirements established by the State of New Jersey. The Contract shall be considered to bind the parties hereto in accordance with the Constitution and Laws of the State of New Jersey.

**GC-1.29 Remedies and Termination**

A. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the Owner may terminate the Contract by written notice to the Contractor. The notice shall specify the acts of omission relied on as cause for termination. All finished or unfinished supplies and services provided by the Contract shall, at the Owner's option, become the Owner's property. The Owner shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of the notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Owner can affirmatively collect damages. Upon such termination, the Owner may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall also be liable to the Owner for any additional cost incurred by the Owner in its completion of the work and they shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Owner may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

B. Termination for Convenience of the State

The performance of Work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such determination is in the best interest of the Owner. The Owner will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of the termination and all reasonable costs associated with the termination of the Contract. However, the contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

### **GC-1.32 Changes**

- A. The Owner may take changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the Validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds provided that the total net amount of the changes does not change the Contract amount by more than twenty (20%). All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.
- B. Except for the purpose of affording protection against any emergency endangering life and property, the Contractor shall make no change in the Work, providing any extra or additional work, or supply additional labor, services or materials beyond that are actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C. If the total net changes increase or decrease the total Contract Price less than twenty (20%), the Owner may authorize the change order. Before ordering the Contractor to proceed with desired changes, the Executive Director reserves the right to request an itemized proposal from bidder covering the work involved in the change after which the procedure shall be as follows:
  - 1. If the proposal is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor, and
  - 2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a cost-plus-limited basis. A labor, materials and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.
  - 3. If the total changes to the Contract price exceeds twenty percent (20%) and it is feasible, without interference to the original "Primary Bid", to bid the change order work, the Owner's Board of Commissioners at their discretion may do so. Any time

delay caused by the bidding of the Change Order work will be added to the performance deadline of the Primary Bid.

- D. Each change order shall include in its final form: (1) a detailed description of the change in the work, (2) the Contractor's proposal (if any) or a conformed copy thereof, (3) a definite statement as to the resulting change in the Contract Price and/or time, and (4) the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

### **GC-1.33 Suspension of Work**

- A. The Owner unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Owner may determine to be appropriate for the convenience of the Owner.
- B. If the performance of any part of the Work is for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in the administration of this Contract or by his/her failure to act within the time specified in this Contract ( or if no time specified within a reasonable time) an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. No adjustment shall be made under this clause for any suspension, delay or interruption to the extent: (1) the performance would have been suspended, delayed, or interrupted by any other cause including the fault or negligence of the contractor or (2) for which any equitable adjustment is provided for or excluded under any other provision of this Contract.
- C. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Owner in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but no later than the date of final payment under the Contract.

### **GC-1.34 Claims for Extra Costs**

- A. If the Contractor claims that any instructions contained herein involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before the proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in Section "Changes".

### **GC-1.35 Disputes**

- A. All disputes arising under this Contract of its interpretation, except those disputes or general claims covered by law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be represented by the Contractor to the Owner. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- C. If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in questions from the final release.

### **GC-1.38 Request for Supplementary Information**

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit the appropriate action to be taken by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

### **GC-1.39 Business Registration Certificate**

NJSA 52:32-44a (1) & (2) impose certain requirements upon a business competing for, or entering into a contract with a New Jersey State Agency. A business organization must submit proof of business registration with the State of New Jersey to the contracting agency prior to the award of the contract, which was valid on the date of the Bid Opening. Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue. Information on how a business can obtain a certificate can be obtained on the internet at [www.nj.gov/njbgs](http://www.nj.gov/njbgs) or by phone at (609)292-1730. Contractors must review the included mandatory "New Jersey Business Registration Requirements" language.

- 1. Subcontractor(s): A contractor must provide written notice to its subcontractors, regardless of the level of the contractor or subcontractor, of the requirement to

submit proof of business registration to the contractor. The contractor shall obtain and maintain on file the proof of business registration of each subcontractor. In addition a copy of said “proof of business registration” by subcontractor must also be provided submitted with bid.

#### **GC-1.40 Americans with Disabilities Act**

All bidders are required to read and comply with the “Americans with Disabilities Act of 1990” included as Appendix A to the bid documents.

#### **GC-1.41 Pay to Play**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

### **GC-1.42 Affirmative Action Compliance**

Bidders must review Exhibit A (attached hereafter), the mandatory language for goods and services bid specifications and contracts pursuant to N.J.A.C. 17:27-3.4, and the mandatory bid specification and contract language for employment goal compliance for goods and services at N.J.A.C. 17:27-3.6. A complete review of both rule provisions is recommended.

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

1. A photocopy of a valid letter that the contractor is operating under an existing approved or sanctioned affirmative action program (good for one year from the date of the letter);  
or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract a copy of one of the above or completed form AA-302, which contractor has sent to the State of NJ.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting  
Department of the Treasury  
State of New Jersey  
P.O. Box 209  
Trenton, NJ 08625-0209  
609-292-5473  
E-mail:[mailto: www.state.nj.ustreasurycontract\\_complianceccmail.html](mailto:www.state.nj.ustreasurycontract_complianceccmail.html)

**GC-1.43 Specifications**

All materials, equipment, supplies of services shall conform to Sate laws and regulations and to the Specifications contained in the solicitation.

**GC-1.44 Delivery**

Delivery shall be made in accordance with the contract specification. The Owner reserves the right to test any materials, equipment, supplies or services delivered to determine if the Specifications have been met. Any material that is defective or fails to meet the terms of the Specifications shall be rejected. Rejected materials, shall be promptly replaced by the contractor or, in the Owner's sole discretion, by the Owner at the Contractor's sole cost. In the event the Contractor does not replace rejected materials, the Owner reserves the right to purchase replacement materials in the open market. Contractor's failing to promptly replace materials lawfully rejected shall be liable for any excess price paid by the Owner for the replacement plus applicable expenses, if any.

**GC-1.46 Occupational Safety and Health**

All materials, supplies, equipment or services supplied, as a result of this Contract shall comply with the applicable U.S. and New Jersey Occupational Safety and Health Act standards.

**GC-1.49 Liquidated Damages**

Time is an essential element of the Contract and it is important that the Work be vigorously prosecuted until completion. For each day that Work shall remain uncompleted beyond the time(s) specified elsewhere (CP-1.04) in the Contract, the Contractor shall be liable for liquidated damages in the amount(s) provided for in the solicitation; provided however, that due account shall be taken off any adjustment of specified completion time(s) for completion of Work as granted by approved change orders such liquidated damages are not intended as a penalty but rather as a compensation determined in advance for Contractor's failure to fully perform under this Contract.

**GC-1.50 Contractor's Invoices**

Contractor agrees to include its Federal Tax Identification or Social Security Number on the face of all invoices billed to the Owner.

**GC-1.51 Incorporation by Reference**

All terms and conditions set forth in the solicitation, any amendments thereto and Contractor's BidProposal are made a part of this Contract.

**GC-1.52 New Jersey Law Prevails**

The parties agree that:



A. This Contract was made and entered into in New Jersey, and under the laws of New Jersey.

B. The Law of New Jersey shall govern the resolution of any issue arising in connection with this Contract, including, but not limited to, all questions concerning the validity of this Contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.

**GC-1.53 Retention of Records**

The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the Owner hereunder or any statute of limitations, whichever is longer, and shall make them available for inspection by authorized representatives of the Owner at all reasonable times.

**GC-1.54 General Condition Controlling**

In the event of a conflict between these General Conditions and any other provision of the Contract Documents, these General Condition shall prevail unless such other provision expressly provides to the contrary.

**GC-1.55 Dissemination of Information**

During the term of this Contract, the contractor shall not release any information related to the services or performances of the services under this Contract nor publish any reports or documents.

**GC-1.56 Insolvency**

In the event the Contractor files a voluntary petition in the Bankruptcy Courts of the United States, Contractor shall notify the Owner in writing of its intent to file. This notice must be received by not less than ten (10) days prior to such filing. Failure to provide such notice shall be a material breach of the Contract, and in this event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force or effect as of the ninth (9<sup>th</sup>) day prior to such filing. In the event Contractor becomes the subject of an involuntary petition filed in the Bankruptcy Courts of the United States, Contractor shall notify the Owner of such filing no later than ten (10) days after the petition was filed. Failure to provide such notice shall be a material breach of the Contract, and in that event, this Contract shall, as a result of such breach, terminate automatically and cease to be of any further force and effect as of the eleventh (11<sup>th</sup>) day after such filing.

**SECTION A**

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_ hereinafter called the Contractor, and the Camden Parking Authority.

WHEREAS:

The Contract for furnishing all labor and materials and completing **CONTRACT NO. CCPA 2018 PROPRIETARY PURCHASE OF GOODS & SERVICES FOR SINGLE SPACE SMART PARKING METERS CAMDEN PARKING AUTHORITY**

for the Camden Parking Authority, subject to all the conditions, covenants, stipulations, terms and provisions contained in certain plans and specifications, a copy of which is hereto attached, and in all respects made a part hereof, has recently been awarded to the Contractor by the Camden Parking Authority at and in sum equal to the aggregate cost thereof at the prices named therefore in the proposal attached hereto.

AND WHEREAS:

It was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Camden Parking Authority evidencing the terms of said award.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

That the Contractor does hereby covenant and agree with the Camden Parking Authority that the Contractor shall well and faithfully furnish all labor and materials and deliver and complete said **CONTRACT NO. CCPA 2018 PROPRIETARY PURCHASE OF GOODS & SERVICES FOR SINGLE SPACE SMART PARKING METERS CAMDEN PARKING AUTHORITY**

for the Camden Parking Authority, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said specification, at and for a sum equal to the aggregate cost thereof at the prices named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon the Contractor by said specifications or the terms of said award.

AND:

The Camden Parking Authority does hereby covenant and agree with the Contractor that it shall pay to the contractor, when due and payable, subject to approval by its Board of Commissioners, under the terms of said specification and of said award, the below mentioned sum; and that it shall well and faithfully comply with and perform each and every obligation imposed upon it by said specification or by the terms of said award.

Contractor agrees to be bound by all of the terms and conditions of the documents set forth in the Table of Contents, attached hereto, all of which documents are attached hereto or intended to be

attached as part hereof the extent such terms and conditions are applicable to the performance of this Agreement.

This Agreement contains the entire agreement between the Parties. It may not be altered or supplemented orally.

It is agreed and understood by all Parties hereto that the execution of this Agreement shall be considered to bind the Parties hereto in accordance with the constitution and the laws of the State of New Jersey.

IN WITNESS WHEREOF:

The Parties of these presents have hereunto caused this Agreement to be executed, the day and year first above mentioned.

PARKING AUTHORITY OF THE CITY OF CAMDEN

APPROVED FOR \$ \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Willie Hunter, Executive Director, CCPA

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Company or Business Name (Seal)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Printed or Typed NameTitle

\_\_\_\_\_  
Contractor's Federal Tax ID Number  
Or Social Security Number

**SECTION B**

**PERFORMANCE BOND**

\_\_\_\_\_  
Bond Number

\_\_\_\_\_  
Principal Business Address of Principal

\_\_\_\_\_  
Surety Oblige

A corporation of the State of

STATE OF NEW JERSEY  
By and through the following

\_\_\_\_\_  
And authorized to do business in the  
State of New Jersey

Camden Parking Authority

\*\*\*\*\*  
Penal Sum of Bond (express in figures and words)

\_\_\_\_\_  
(Dollars written in figures)

\_\_\_\_\_  
(Dollars written in words)

\_\_\_\_\_,2016  
Description of Contract Date of Contract

\_\_\_\_\_,2016  
Contract No. Date Bond Executed

\*\*\*\*\*

**KNOW ALL MEN BY THESE PRESENTS:**

That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond as stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we, the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally only for the purpose of allowing a joint action or actions against any and all of us, for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

**WHEREAS:**

Principal has entered into or shall enter into a contract with the Camden Parking Authority, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provision, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as “the Contract”.

**WHEREAS:**

It is one of the conditions precedents to the final award of the Contract that these present be executed.

**NOW, THEREFORE:**

During the original term of said Contract, during any extensions thereto that may be granted by the Camden Parking Authority, and during the warranty period, if any required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and fully perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions contained in this Performance Bond.

Whenever Principal shall be declared by the Camden Parking Authority to be in default under the Contract, the Surety may, within 15 days after notice of default from the Camden Parking Authority, notify the Camden Parking Authority of its election to either promptly proceed to remedy the default or promptly proceed to complete the Contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Camden Parking Authority thereupon shall have the remaining Contract work completed, Surety to remain liable hereunder for all expenses for completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of New Jersey and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

**IN WITNESS WHEREOF:**

Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: The corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution or power of attorney authorizing such action, and each such duly authorized representative to sign below and to set forth below his or her title as representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

\*\*\*\*\*

In Presence of: Individual Principal  
Witness: \_\_\_\_\_  
\_\_\_\_\_ as to \_\_\_\_\_ (Seal)

\*\*\*\*\*

In Presence of: Co-PartnershipPrincipal  
Witness: \_\_\_\_\_  
\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
Name of Co-Partnership

\_\_\_\_\_ as to By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ as to By: \_\_\_\_\_ (Seal)

\_\_\_\_\_ as to By: \_\_\_\_\_ (Seal)

\*\*\*\*\*

Corporate Principal

\_\_\_\_\_ (Seal)

Name of Corporation

Attest:

\_\_\_\_\_ Date  
Corporate Secretary

By: \_\_\_\_\_ Affix  
Corporate Seal

\_\_\_\_\_ Signature Date

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

\*\*\*\*\*

\_\_\_\_\_ Surety

Attest:

\_\_\_\_\_ Bonding Agent's Name

By: \_\_\_\_\_ Affix  
Corporate Seal

\_\_\_\_\_ Signature Date

---

Agent's Address

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

---

Business Address of Surety



SECTION L

BID BOND

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we (Bidding Company) \_\_\_\_\_  
As Principal, hereinafter called the Principal, and (Bonding Company)

\_\_\_\_\_

A corporation duly organized under the laws of the State of \_\_\_\_\_  
Or an individual qualified surety, as Surety, hereinafter called the Surety, are held and firmly bound unto the Parking Authority of the City of Camden, hereinafter called, "Parking Authority," for the sum of \_\_\_\_\_  
\_\_\_\_\_ (Dollars) for payment of which sum, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS:**

The Principal has submitted a bid for \_\_\_\_\_  
(Contract No. and Title)

**NOW THEREFORE:**

If the Principal, upon acceptance by the Parking Authority of its bid identified above, within the period specified herein for acceptance (90 days, if no period specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (10 days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the Parking Authority may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Parking Authority, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than 90 calendar days in addition to he period originally allowed for acceptance of the bid.

\*\*\*\*\*

In Presence of: \_\_\_\_\_ Individual Principal  
 Witness: \_\_\_\_\_  
 \_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
 (Name)

\*\*\*\*\*

In Presence of: \_\_\_\_\_ Partnership Principal  
 Witness \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)

\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
 Partner

\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
 Partner

\_\_\_\_\_ as to \_\_\_\_\_ (Seal)  
 Partner

\*\*\*\*\*

Attest: \_\_\_\_\_ Corporate Principal  
 \_\_\_\_\_  
 (Name of Corporation) Affix

\_\_\_\_\_ By: \_\_\_\_\_  
 Corporate Secretary Date President Seal

Attest: \_\_\_\_\_ (Surety) Affix

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

Bonding Agent's Name \_\_\_\_\_

Agents Address \_\_\_\_\_

Certification to the Parking Authority of the attorney in fact to commit the surety company must accompany this Bond, and true and correct statement of the financial condition of said surety.

**CONSENT OF SURETY**

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: \_\_\_\_\_  
(Owner)

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to \_\_\_\_\_ a performance bond in  
(Owner)  
the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

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

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

**SECTION P**  
**BID**

BID OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

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

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

MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BID GUARANTEE \_\_\_ 10% of bid not to exceed \$20,000.00 \_\_\_\_\_

TIME OF COMPLETION \_\_\_ See CP-1.04 Completion of Work and/or Duration \_\_\_\_\_

LIQUATED DAMAGES  
PER CALENDAR DAY \_\_\_\_\_ \$100.00 \_\_\_\_\_

BIDS ARE IRREVOCABLE FOR 90 DAYS FOLLOWING BID OPENING

TO THE CAMDEN PARKING AUTHORITY

GENTLEMEN:

The undersigned hereby declares to have carefully examined the Specifications entitled:  
**CONTRACT NO. CCPA 2018 PROPRIETARY PURCHASE OF GOODS & SERVICES  
FOR SINGLE SPACE SMART PARKING METERS  
CAMDEN PARKING AUTHORITY**

The undersigned proposes and agrees to furnish all labor, materials, equipment and services necessary for the above-said project for the Camden Parking Authority in accordance with the Specifications and other Contract Documents including Addenda issued by the Camden Parking Authority, number(s) \_\_\_\_\_ at and for the following price(s):

TOTAL CONTRACT COST \_\_\_\_\_

\_\_\_\_\_ DOLLARS

AND \_\_\_\_\_ CENTS. (\$ \_\_\_\_\_)

Award of this contract will be based on the lowest responsive and responsible bid, meeting specifications.

The foregoing prices include and cover the furnishing of all vendor/subcontractor labor, and materials, mark-up, overhead, and profit, delivery, storage, burden, installation, equipment, tools, software, insurance, and all similar incidental costs to complete each individual task, as set forth, described and shown in the Specifications and other Contract Documents.

Each and every person bidding and named above must sign here. In case of firm, give the first and last name of each member in full with residence.

In case a bid shall be submitted by or on behalf of any corporation, it must be signed on the name of such corporation by an authorized officer or agent thereof, who shall also subscribe his name and office. If practicable, seal of the corporation shall be fixed.

\*\*\*\*\*

_____	_____	_____	_____
Witness	Date	Company Name	(Seal)
		By: _____	
		Signature	Date
		_____	
		Printed or Typed Name	
		_____	
		Title	
		_____	
		Contractor's Federal ID Number	

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**  
**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Hamiltonly approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

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

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

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

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

(REVISED 410)

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

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

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

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

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

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

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

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

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

court decisions of the State of New Jersey, and applicable Hamilton law and applicable Hamilton court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a

## **EXHIBIT A (Cont)**

goods and services contract, one of the following two documents:

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasurycontract\\_compliance](http://www.state.nj.us/treasurycontract_compliance))

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

### **APPENDIX A AMERICANS WITH DISABILITIES ACT OF 1990**

#### **Equal Opportunity for Individuals with Disability**

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

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

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



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

