

BID SPECIFICATIONS

HINSON GARAGE MAINTENANCE ROOM UPGRADES

**Parking Authority of the City of Camden
Theodore "Teddy" Hinson Waterfront Garage
10 Delaware Avenue
Camden, New Jersey 08103**

Dated: January 15, 2019

SECTION A - NOTIFICATION TO BIDDERS

Notice is hereby given by the Parking Authority of the City of Camden hereby requests Bids for the following "Work": **HINSON GARAGE MAINTENANCE ROOM UPGRADES**, as described in the Bidding Documents bearing the same name. In general the Work includes, but is not limited to:

- A. SUPPLY AND INSTALL TWO (2) VERTICAL 5 TON AIR HANDLERES WITH MATCHING 5 TON CONDENSERS INCLUDING ALL REFRIGERATION AND CONDENSATE PIPING.**
- B. SUPPLY AND INSTALL GALVANIZED SHEET METAL PLENUM SYSTEM WITH SUPPLY AND RETURN REGISTERS**
- C. SUPPLY AND INSTALL TWO (2) SIDEWALL MOUNTED EXHAUST FANS WITH OPERABLE LOUVERS (ONE IN EACH ENCLOSED SPACE)**
- D. 1 YEAR WARRANTY ON MATERIAL AND LABOR, MANUFACTURERS WARRANTY ON EQUIPMENT**

Electronic Bid Documents will be available after 5:00 PM, prevailing time, on January 15, 2019 and may be downloaded at the following link: <http://camdenparking.net/rfp/>.

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. Following the bid opening, the bidders will be required to submit an electronic Excel version of the Bid Tabulation Form (Specification Section 00004) if requested by the Parking Authority.

Bids will be received, publicly opened and read aloud, at 2:00 p.m., prevailing time, on Friday, February 1, 2019, (the "Bid Date and Time") in the office of the OWNER at the address identified above. Bids received after the Bid Date and Time will be returned unopened.

Refer to the "Sealed Bid Check List" within the "Bid Form" specification for a full list of required documents.

The successful bidder will be required to furnish a Payment and a Performance Bond in the full amount of the contract price, indemnifying Owner from any and all proceedings, suits or actions of any kind, name or description and conditional for faithful performance of Work; and Payment of all persons and entities performing labor and/or furnishing materials in connection with the contract.

A Corporation of the State of New Jersey, submitting a bid in response to this Advertisement, 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.

All bidders are hereby notified that compliance with New Jersey Prevailing Wage Act (Chapter 150, Laws of 1963) (NJSA 34:11-56.25 et seq.) as amended in Chapter 64 L. 1974 and with rules and regulations of any public agency and/or department, applicable to projects in which said department participates, will be required in performance of any contract awarded. The successful bidder in accordance with NJAC 12:60-2.1 of the NJ Prevailing Wage Act will be required to submit a certified copy of the project payroll for all workers on the job to the Parking Authority of the City of Camden within ten (10) days of each pay period. The certified payroll will be kept by the Parking Authority of the City of Camden as a permanent record and will be available for public inspection.

All bidders are also notified that compliance with New Jersey State Labor Law (PL 1999, Chapter 238) Public Works Contractor Registration Act (NJSA 34:11-56.48 et seq.) will be required in performance of any contract awarded.

All bidders are also 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 Construction Contracts, and will be required to complete Form AA-201.

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 with bid.

All bidders are required to review and comply with the "Americans with Disabilities Act of 1990".

Owners 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 if deemed in the best interest of the Owner to do so.

The OWNER assumes no responsibility whatsoever in connection with any defects arising out of the issuance of the Bidding Documents or the receipt or failure to receive Bids, including those which may arise from delay for any reason, in obtaining or submitting the Bidding Documents, including but not limited to traffic delay, messengering, mis-labeling, mis-directions from any source, mis-delivery or otherwise.

Any Bid which does not fulfill the material requirements of the Bidding 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 E. HUNTER, SR.
Executive Director

SECTION B - INSTRUCTIONS TO BIDDERS

I. SECURING DOCUMENTS:

- A. Electronic Bid Documents will be available after 5:00 PM, prevailing time, on January 15, 2019 and may be downloaded at the following link: <http://camdenparking.net/rfp/>.

II. BID SUBMITTAL AND FORM:

In order to receive consideration, Contractor's bids shall be in accordance with the following:

- A. Sealed proposals shall be received in accordance with Public Advertisement as required by law, a copy of said notice being attached hereto and made a part of these specifications.
- B. Bids shall be made upon the forms provided hereafter, properly executed and with all the items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineation must be explained or noted in the bid over the signature of the Bidder. All blank spaces must be filled in, with both words and number figures if requested. Ink or typewritten required, no pencil. Proposals on forms other than herewith provided will be rejected.
- C. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the Bidder unopened.
- D. The Parking Authority shall not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that bids are presented to the Parking Authority on the hour and at the place designated.
- E. Each bid shall be addressed to the Parking Authority of the City of Camden and shall be delivered to their offices under the conditions set forth in the Invitation to Bid. The bid shall be enclosed in a sealed envelope bearing title of the Work, the name of the Bidder, and date and hour of opening. It is the responsibility of the Bidder to insure that his bid is submitted by the proper time.
- F. Bids will be opened at the time and place set forth in the Notice to Bidders. Every bid received shall be opened and publicly read aloud. Bidders and other persons properly interested may be present in person or by representative but are not required to attend. Any bid received after the time and date specified shall not be considered. Conditional bids will not be accepted.

III. BONDS:

- A. Bonds shall be required as in these Bid Documents. All Bonds shall be issued and executed by Surety Companies licensed to do business in the State of New Jersey and acceptable to the Owner.
- B. Each bidder must deposit with his bid, security in an amount not less than ten percent (10%) of the base bid.** The bid bond shall guarantee that the successful bidder will fully and faithfully comply with all of the terms of the bid, enter into a formal Contract, and give bond in accordance therewith. Bid bonds of the unsuccessful bidders will be retained until the Contract with the successful bidder is signed and bonding, as required, is furnished. In the event the successful bidder fails to or refuses to execute a formal Contract and to give bond, as required, within ten (10) days after acceptance of said bid, the bid bond may be declared forfeited as liquidated damages, the letter of acceptance of said bid shall be voided and all obligations of the Owner in connection herewith will be canceled.
- C. Prior to signing the contract the Owner will require the selected Contractor to secure and post a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the Contract Sum.

IV. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE.

- A. Before submitting a bid, each bidder is fully responsible for carefully examining the drawings, specifications and all other Contract Documents. Each Bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the Work as set forth is to be accomplished. The submission of a bid shall be construed as conclusive evidence that the Bidder has made such examination.

V. WITHDRAWAL OF BIDS

- A. Any Bidder may withdraw his bid, either personally or by written request at any time prior to the scheduled time for opening of bids.
- B. No Bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of thereof, and all bids shall be subject to exceptions by the Owner during this period.

VI. AWARD OR REJECTION OF BIDS

- A. The contract, if awarded, will be awarded to the lowest responsive and responsible Bidder, based on the Lump Sum Price plus 20% of the quantities times each Unit Price, and subject to the Owner's right to reject any and all bids and to waive any informality in the bids or bidding.

VII. EXECUTION OF AGREEMENT

- A. The form of Agreement, which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each Bidder.

- B. The Bidder to whom the Contract is awarded by the Owner shall, within fifteen (15) days after notice of award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Agreement.
- C. At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Owner the Performance Bond and Payment Bond as well as the insurance certificates as required by the contract Documents. All bonds and certificates of insurance shall be approved by the Owner before the successful Bidder may proceed with the Work.
- D. Failure or refusal to furnish bonds or insurance certificates in the form satisfactory to the Owner shall subject the Bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

VIII. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING:

- A. The Bidder shall carefully study, compare and correlate the Bidding Documents with each other and with other Work, which may relate to the Work for which the Bid is submitted. The Bidder shall examine the Site and all conditions. If any Bidder contemplating submitting a Bid for the Work is in doubt as to the true meaning of any part of the Contract Documents, they may submit a written request for information, interpretation or correction.
- B. Any requests for information, interpretation or correction in connection with the Work will only be addressed if:
 - a. Submitted on the BIDDER RFI FORM, and received by the following representatives on or before 5:00 pm, prevailing time, 4 business days prior to the bid date:
 - i. Michael Alejandro at malejandro@camdenparking.net; and
 - ii. Edward McMaster at emcmaster@camdenparking.net
- C. If deemed necessary or appropriate by the OWNER, an Addendum may be issued on or before 5:00 pm, prevailing time, 2 business days prior to the bid date.
- D. The person submitting the request will be responsible for its prompt delivery.
- E. Any interpretation or correction of the Contract Documents will be made only by Addendum and announcement of such will be emailed to each Bidder on record. The Owner will not be responsible for any other explanations or interpretations of the contract Documents.

IX. NON-COLLUSION AFFIDAVIT:

- A. Each Bidder submitting a Bid for the Work contemplated within the Contract Documents shall attach to his bid an executed copy of the Non-Collusion Affidavit (sample attached hereinafter), which in effect states that he has not entered into a collusive agreement with any person, firm, or corporation in regard to any bid submitted.
- B. Before executing any subcontract (if required), the Contractor shall submit the name of the proposed subcontractor for prior approval by the Executive Director.

X. STATEMENT OF BIDDER'S QUALIFICATIONS:

- A. Each Bidder shall submit to the Owner along with his Bid Proposal a statement of his qualifications. (Bid Qualification Form is attached hereinafter).
- B. All pertinent data requested must be filled in since the Bidder's qualifications will be a factor in awarding the Contract.
- C. The Parking Authority of the City of Camden may make such investigation as it deems necessary to determine the ability of the Bidder to perform the Work or furnish an executed Affidavit of Non-Collusion and all information called for the Owner Disclosure Statement (See Sections 9 & 10). The Parking Authority of the City of Camden reserves the right to reject any bid if evidence is revealed during an investigation of bidder which indicates the bidder is not properly qualified to carry out the obligations of the contract and to complete the Work or furnish the materials and supplies herein contemplated within the specified time.

XI. TIME FOR COMPLETION:

- A. TIME IS OF THE ESSENCE. Refer to "TIME FOR COMPLETION" in SECTION D – SPECIAL CONDITIONS.

XII. LUMP SUM PRICE:

- A. The obligations of the Owner under the Contract shall be based upon a firm lump sum price. The contractor shall assume all increases in labor rates and/or site costs in order to determine progress payments.

XIII. PROGRESS PAYMENTS

- A. Payment shall be made upon execution of payment requisition form and certificate of payment by Contractor and approval of the Parking Authority of Camden Board of Commissioners.
- B. All certificates shall be reviewed by Owner's Property Manager and submitted to Owner upon approval by such.
- C. All payments shall be calculated at less two percent of the Work completed during invoice period. This retained amount shall be held until the final payment.

XIV. TIME AND MANNER

- A. All Work shall be performed strictly in accordance with the provisions as set forth hereinafter (refer to Specific Conditions).

XV. NOT TO SUBLET OR ASSIGN

- A. The Contractor shall constantly give its personal attention to the faithful execution of the Work, shall keep the same under its personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the monies payable under the Contract, or his claim thereto, unless by and with like written consent of the Owner, and the Surety on the Contract Bonds. Any assignments or subletting in violation thereof shall be void and unenforceable.

XVI. COMPLIANCE WITH ALL FEDERAL & STATE STATUTES:

- A. The Bidders shall be required to comply with all laws, provisions, and requirements of all Federal and State Statutes and Municipal Ordinances applicable, and the bidders' particular attention is called to the following Revised Statutes of New Jersey: N.J.S.A. 52:33-1 to 52:33-4 (Preference for Domestic Products), R.S. 34:9-1 (Employment of Aliens Forbidden) : R.S. 34:0-2 (resident Citizens to be preferred in employment) and the Sections dealing with Worker's Compensation, Child Labor and Fair Employment Practices.

XVII. DOING BUSINESS WITH CONTRACTING AGENCIES AND BUSINESS ORGANIZATIONS COVERED BY P.L. 2004, c. 57

- A. Business Registration Certificate: P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registrations provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a State Agency. A business organization must submit proof of business registration to the contracting agency. This certificate must be submitted with the bid. 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 or by phone at (609) 292-1730. Contractors must review the included mandatory "New Jersey Business Registration Requirements" language.
 - a. Subcontracts: 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.
- B. Public Works Contractor Registration Act: NJSA 34:11-56.48 et. seq., took effect on April 11, 2000. This act covers all public buildings open to and used by the general public or a public institution as well as all prevailing wage work. The act requires all prospective contractors, subcontractors and sub-subcontractors to register with the Department of Labor. When submitting a bid, certificate or proof of application must be included with the bid. The certificate/application is a mandatory item of the Sealed Bid Checklist.
- C. Prevailing Wage Rate
 - a. It is the public policy of the State of NJ that all workmen engaged in public works be paid prevailing wage, in order to safeguard their efficiency and general well-being and to protect them as well as their employers from the effects of serious and unfair competition resulting from wage levels detrimental to efficiency and well being. Therefore, a bidder in preparing its bid proposal shall take into consideration the requirements of Chapter 150, L. 1963 (NJSA 34:11-56.25 et seq.) as amended in Chapter 64 L. 1974 that all workmen shall be paid according to the prevailing rates. The Bidder shall ascertain from the state Commissioner of Labor and Industry the prevailing wage rates applicable for each craft or trade needed to

perform the Work specified. The bidder is hereby notified that the successful bidder shall be required to pay wages to all workmen which shall be not less than the prevailing wage rate as established by the State Commissioner of Labor and Industry. If it is determined during the performance of the Contract that any workmen employed by the Contractor or any subcontractor employed by the prime Contractor has been paid a rate of wages less than the prevailing wage required to be paid, the Owner may terminate the Contractor's or the subcontractor's right to proceed with the Work, or such part of the Work as to which there has been failure to pay required wages and to prosecute the Work to completion. The Owner will reserve the right to allow prime contractor or subcontractor to correct retroactively and deficiencies found in the performance of and Work specified. Contractors or subcontractors performing any of the specified Works contained within the Contract Documents or Addenda thereto shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages. In accordance with NJAC 12:60-2.1 of the NJ Prevailing Wage Act, the Contractor shall submit a certified payroll record of each payroll period to the Owner within ten (10) days of the payment of wages.

- b. When applicable, the Contractor shall pay the latest prevailing wage rates for projects in excess of \$2,000.00 as determined by Commissioners of Labor and Industry of the State of New Jersey, for the locality in which the Work is to be performed, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56, 25 et seq). A schedule of such is available from the Public Contracts Section, Office of Wage and Hour Compliance, CN 389, Trenton, New Jersey 08625-0389, telephone number (609) 292-2259. The Contractor shall comply with all applicable statutes and regulations regarding the payment of wages and specifically Title 34, Chapter 11 of the Revised Statutes of New Jersey.
- c. In the event it is found that a worker employed by the Contractor, under this contract, has been paid a rate of wages less than the prevailing rate required, the NBPA may terminate the Contractor's right to proceed with the Work, or such part of the Work, as to which there has been a failure to pay required wages and to persecute the Work to completion. The Contractor and his sureties shall be liable to PACC for any excess costs occasioned thereby.

D. Americans with Disabilities Act of 1990

- a. All bidders are required to review and comply with the "Americans with Disabilities Act of 1990". This act can be found attached to these documents and on the internet at www.eeoc.gov/policy/ada.html.

E. Affirmative Action

If awarded a contract, the successful bidder shall be required to comply with the requirements of NJSA 10:5-31 et seq. and NJAC 17:27-3.6 and 3.8. Please

refer to Exhibit A Mandatory Equal Employment Opportunity Language as attached to these documents which is the required regulatory text.

F. Disclosure of Contributions to NJ Election Law Enforcement Commission

Bidders are hereby advised of the responsibility to file an annual disclosure statement of political contributions with the NJ Election Law Enforcement Commission (ELEC) pursuant to NJSA 19:44-20.13 (PL 2005, c.271, s.3) if the bidder receives in excess of \$50,000 from public entities in a calendar year. It is the responsibility of the bidder to determine if such filing is necessary. Additional information on this request is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.

G. Disclosure of Investment Activities in Iran

Pursuant to PL 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification of Disclosure of Investment Activities in Iran as attached to these Contract Documents, to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the NJ Department of Treasury as a person or entity engaging in investment in activities in Iran. If the Owner finds a person or entity to be in violation of the principles which are the subject of this law, he or she shall take action as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

XVIII. AFFIDAVIT OF FOREIGN CORPORATIONS:

- A. Each bidder who is not chartered under the laws of the State of New Jersey, must submit with his bid an affidavit duly executed by the President, Vice President, or General Manager of the Corporation, stating in said affidavit that said corporation has, in accordance with the laws of the State of New Jersey, obtained a certificate authorizing it to do business in the State of New Jersey. Each bidder must also, in his proposal state the name and address of the local representative, agent or proposal state the name and address of the local representative, agent or counsel representing said Corporation, upon whom service of process can be made.

XIX. QUALITY OF EQUIPMENT:

- A. The Bidder warrants to the Parking Authority of the City of Camden that all materials and supplies to be furnished to the City shall be as specified, of merchantable quality, free from faults and defect, and for any particular purpose or use which may be set forth in specifications. Any and all Work performed by successful bidder shall be done in a professional and quality manner.

XX. CONTRACTOR'S INSURANCE:

- A. Required Insurance. The CONTRACTOR shall purchase and maintain the Required Insurance specified in this Article to provide protection from claims for bodily injury, including death, and property damage which may arise out of or

result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether by CONTRACTOR, by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable :

- a. Workers' Compensation Insurance in accordance with Applicable Law, and Employers' Liability Insurance in accordance with Applicable Law and with a limit of liability of no less than \$1,000,000.00 per project for each accident.
- b. Commercial General Liability Insurance on an occurrence basis, covering bodily injury and property damage in the amount of \$1,000,000.00 per project for each occurrence, including (a) contractor's protective liability coverage, (b) contractual liability covering the indemnification obligations of CONTRACTOR pursuant to the Contract Documents, (c) personal injury liability coverage and broad form property damage, (d) false arrest coverage, and (e) completed operations coverage.
- c. Comprehensive Automobile Liability Insurance on an occurrence basis, covering all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR with a combined single limit of \$1,000,000.00 per project for each occurrence.
- d. Excess liability insurance with a combined bodily injury and property damage limit of at least \$5,000,000.00 per project, excess of primary CGL Automobile and Employer's Liability.
- e. If applicable, the CONTRACTOR shall also be insured in the minimum limits required by the Motor Carrier Act of 1980.
- f. The CONTRACTOR's insurance policy will name the OWNER and Design Professionals as additional insured.

XXI. SPECIFICATIONS:

- E. SUPPLY AND INSTALL TWO (2) VERTICAL 5 TON AIR HANDLERES WITH MATCHING 5 TON CONDENSERS INCLUDING ALL REFRIGERATION AND CONDENSATE PIPING.**
- F. SUPPLY AND INSTALL GALVANIZED SHEET METAL PLENUM SUSTEM WITH SUPPLY AND RETURN REGISTERS**
- G. SUPPLY AND INSTALL TWO (2) SIDEWALL MOUNTED EXHAUST FANS WITH OPERABLE LOUVERS (ONE IN EACH ENCLOSED SPACE)**
- H. 1 YEAR WARRANTY ON MATERIAL AND LABOR, MANUFACTURERS WARRANTY ON EQUIPMENT**
- I. If Bidder's proposal deviates from the specifications attached hereto the bid will be considered provided that the quality of the goods or services is equivalent to the specified goods or services and is deemed suitable to the needs of the Owner. All such deviations must be clearly listed as: "**EXCEPTION TO SPECIFICATIONS**".

SECTION C – GENERAL CONDITIONS

- I. **DEFINITIONS:** Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:
 - A. The "Contract" means the entire and integrated agreement executed by the Owner and the Contractor and supersedes prior negotiations, representations or agreements, either written or oral.
 - B. The Term "Contract Documents" means and shall include the following:
 - a. Executed Agreement and Modifications, Addenda (if any), Invitation for Bids, Instruction to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications and Drawings.
 - C. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.
 - D. The term "Owner" means the PARKING AUTHORITY OF THE CITY OF CAMDEN which is authorized to undertake the Contract.
 - E. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to perform the Work of the HINSON GARAGE MAINTENANCE ROOM UPGRADES for the Project.
 - F. The term "Contract Area" means the areas specified on the Plans within which Work of the HINSON GARAGE MAINTENANCE ROOM UPGRADES are to be performed under this Agreement.
 - G. The term "Executive Director" means Willie E. Hunter, Sr. serving the Owner as the representative to whom all correspondence shall be directed and through whom all information shall be received, employed by said owner for the purpose of directing or having in charge the Work of HINSON GARAGE MAINTENANCE ROOM UPGRADES embraced in this Contract, having general charge of the Work or through any assistant having immediate charge of a portion thereof limited by the particular duties entrusted to him.
 - H. The term "Local Government" means the CITY OF CAMDEN, NEW JERSEY, within which Contract Area is situated.
 - I. The term "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
 - J. The term "Technical Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
 - K. The term "Addendum" or "Addenda" means any changes, revisions or clarification of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.
 - L. If applicable, the term "Salvage" means all building materials, equipment, appliances and fixtures incorporated any buildings and structures to be demolished, and other equipment or appurtenances, unless specifically

exempted, located upon the real property within the Demolition Area, which the Contractor deems as having sufficient value to justify the reclaiming.

II. SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and gives his personal superintendence to the Work, the contractor shall have a competent superintendent, satisfactory to the Owner and the Executive Director, on the Work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its Work.
- B. The Contractor shall schedule HINSON GARAGE MAINTENANCE ROOM UPGRADES as directed by the Owner and he shall be responsible for all Work executed by him under this Agreement.

III. SUBCONTRACTS:

- A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any Work included in this Contract, until he has submitted a Non-Collusive Affidavit from the subcontractor included in the Bid Form specification and has received written approval of such subcontractor from the Owner.
- B. No proposed subcontractor shall be disapproved by the Owner except for cause.
- C. The contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- D. The contractor shall cause appropriate provisions to be inserted in all subcontractors relative to the Work to required compliance by each subcontractor with the applicable provisions of this Contract for HINSON GARAGE MAINTENANCE ROOM UPGRADES.
- E. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the Owner.

IV. OTHER CONTRACTS:

- A. The Owner may award, or may have awarded, other Contracts for additional Work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his Work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of Work by any other Contractor as scheduled.

V. BREAKDOWN, PROGRESS SCHEDULE AND NOTICE TO PROCEED:

- A. Breakdown of Contract Price: During the period between the award and execution of the Agreement, the Contractor shall furnish to the Owner complete breakdown of both his total estimated cost of the HINSON GARAGE MAINTENANCE ROOM UPGRADES to meet the approval of the Owner. When approved, this breakdown shall become the payment requisition form and the basis for determining the amount of partial payment to the contractor.

- B. Progress Schedule: Upon approval of the breakdown, the Contractor shall promptly submit to the Executive Director a carefully considered progress schedule showing the proposed dates of starting and of completing each of the major subdivisions of the Work shown in the cost breakdown.
- C. Notice to Proceed: After execution of the Agreement, a notice to proceed will be issued to the Contractor which shall clearly and accurately set forth the area and the structures which are thereby released to the Contractor for HINSON GARAGE MAINTENANCE ROOM UPGRADES and shall fix the starting and completion dates therefore, in accordance with the Contract time established in the "Special Conditions" contained herein.

VI. PAYMENTS:

- A. The Contractor shall prepare his requisition for partial payment in the required number of copies and submit to the Executive Director for approval. The payment shall consist of the total cost of all HINSON GARAGE MAINTENANCE ROOM UPGRADES Work to be completed to such date as estimated in the light of the "Breakdown of Contract Price" subject to deductions of two percent (2%) of this sum to be retained until final payment, and the amount of all previous payments to the Contractor.
- B. After the final inspection and acceptance by the Owner through the Executive Director, of all Work under the Contract, the Contractor shall prepare his requisition for Final Payment and submit it to the Executive Director for approval. The final payment shall consist of the total cost of HINSON GARAGE MAINTENANCE ROOM UPGRADES less all previous payments to the Contractor and subject to withholding of any amount due to the Owner under the Section entitled "Liquidated Damages" under SPECIAL CONDITIONS.
- C. 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, or any subcontractor, if this is deemed necessary to project 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.
- D. Each payment to the Contractor by the Owner shall be made subject to the following:
 - a. Submission by the Contractor of all written certifications required of him and his subcontractors by the Section entitled "Contractor's Certificates" under GENERAL CONDITIONS.
 - b. 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.

VII. CHANGES IN THE WORK:

- A. The Executive Director 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-five (25%). 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 of HINSON GARAGE MAINTENANCE ROOM UPGRADES, 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 Executive Director 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 more than twenty-five (25%), the Executive Director shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the Work involved in the change after which the procedure shall be as follows:
 - a. If the proposal is acceptable, the Executive Director will prepare the change order in accordance therewith for acceptance by the Contractor, and
 - b. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Executive Director 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.
 - c. If the total changes to the Contract price exceeds twenty-five percent (25%) and it is feasible, without interference to the original "Primary Bid", to bid the change order work, the Executive Director in his 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.

VIII. CLAIMS FOR EXTRA COST:

- 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 Executive Director, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B. Any discrepancies which may be discovered between the Contract Documents and the review of the site during the pre-bid meeting and the actual conditions

that are present at start of Work shall at once be reported to the Executive Director and Work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Executive Director.

- C. If, on the basis of the available evidence, the Executive Director determines that an adjustment of the Contract Price and/or time is justifiable, the procedure shall then be as provided for in Section "Changes in the Work".

IX. TERMINATION: DELAYS:

- A. Termination of Contract: If the Contractor refuses or fails to perform the Work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof provided in these Contract Documents. The Executive Director, by written notice to the contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the Executive Director 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 therefor.
- B. Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charges with liquidated damages for any delays in the completion of the Work due:
- a. To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools of labor by reason of war, National Defense, or any other national emergency;
 - b. To any acts of the Owner;
 - c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
 - d. To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and (3) of the paragraph.
- C. Provided, however, that the Contractor promptly (within ten (10) days) notifies the Executive Director in writing of the cause of the delay. The Executive Director shall then ascertain the facts concerning the cause of the delay and the extent to which completion of the Project as a whole has been delayed. If the facts show the delay to be properly excusable under the terms of the Contract, the Executive Director shall extend the contract time by a period commensurate with the period of excusable delay.

X. ASSIGNMENT OR NOVATION:

- A. The Contractor shall not assign or transfer, whether by an assignment or novation any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Executive Director; provided, however, that assignments to banks, trust companies or other financial institutions may be made without consent of the executive Director. No assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the Work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

XI. DISPUTES:

- A. All disputes arising under this Contract of its interpretation, except those disputes or general claims covered by Federal Labor Standards Provisions, whether involving 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 Executive Director for decision. 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 Executive Director of notice thereof.
- B. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Executive Director 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 Executive Director, he shall in no case allow the dispute to delay the Work but shall notify the Executive Director promptly that he is proceeding with the Work under protest and he may then except the matter in questions from the final release.

XII. REQUEST FOR SUPPLEMENTARY INFORMATION:

- A. It shall be the responsibility of the Contractor to make timely requests of the Executive Director for any additional information not already in his possession which should be furnished by the Executive Director 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 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.

XIII. PERMITS AND CODES:

- A. The Contractor shall give all notices required by, and comply with all applicable laws, ordinances and codes of the local government. All Work shall comply with all applicable ordinances and codes, including all written waivers. Before beginning the Work, the Contractor shall examine the Contract Documents for compliance with applicable ordinances and codes, and shall immediately report any discrepancy to the Executive Director. Where the requirements of the Contract Documents fail to comply with such applicable ordinances or codes, the Executive Director will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body of department) and make appropriate adjustment in the Contract Price. Should the Contractor fail to observe the foregoing provisions and perform said Work at variance with any applicable ordinance or code including any written waivers (notwithstanding the fact that such methods are in compliance with the Contract Documents), the contractor shall correct the Work without cost to the Owner but a change order will be issued to cover only the excess cost the contractor would have been entitled to receive if the change had been made before the Contractor commenced Work on the items involved.
- B. The Contractor shall at his own expense, secure and pay to the appropriate department of the local government, the fees or charges for all Work permits necessary under the local regulatory body or any of its agencies.
- C. The Contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the Project area, and shall commit no trespass on any public or private property in any operation due to the project.

XIV. 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 performance of 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, on or adjoining the site, the Contractor shall act, either at his own discretion or as instructed by the Executive Director, to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency Work will be determined by the Executive Director as provided in the Section entitled "Changes in the Work".
- 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. He shall repair, at his own expense and in a manner satisfactory to the executive Director, any damage thereto caused by his operations.
- D. The Contractor shall shore, brace, underpin, secure and protect as may be necessary all foundations and other parts of structures to remain on the project site or which are adjacent to or in the vicinity of the site and which may be in any

way affected by its excavations or other operations. The Contractor shall indemnify and save harmless the Owner from liability for any injury or damage to said structures and their premises or to persons due to his operations. It shall issue any and all required notices to property owners or other parties on, or in the vicinity of the site and which may be in any way affected by its excavations or other operations.

XV. ACCIDENT PREVENTION:

- 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 performance of 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. 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 Executive Director may determine to be 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 Executive Director 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.

XVI. NOT APPLICABLE – INTENTIONALLY REMOVED

XVII. USE OF PREMISES:

- A. The Contractor shall confine its equipment, storage of materials for HINSON GARAGE MAINTENANCE ROOM UPGRADES operations to the limits prescribed by ordinances or permits, or as may be directed by the Executive Director and shall not unreasonably encumber the premises with his salvaged material.
- B. The Contractor shall comply with reasonable instructions of the Executive Director and the ordinances and codes of the local government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

XVIII. REMOVAL OF DEBRIS, CLEANING, ETC.:

- A. All rubbish and debris found on the Contract Area at the start of the Work as well as that resulting from the HINSON GARAGE MAINTENANCE ROOM UPGRADES activities or deposited on the site by others, during the duration of the Contract shall be removed and legally disposed of by the contractor who shall keep the Contract Area and public rights-of-way reasonably clear at all times. Upon completion of the Work, the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds leaving the entire Project area in a neat condition. After a full cleaning of the area has been completed, the Contractor shall provide the Owner with a receipt for legal dumping of said materials. Trash burning shall not be permitted.

XIX. FINAL INSPECTION:

- A. When the Work of HINSON GARAGE MAINTENANCE ROOM UPGRADES is substantially completed. The Contractor shall notify the Executive Director in writing that the Work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Executive Director having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection.

XX. DEDUCTION FOR UNCORRECTED WORK:

- A. If the Executive Director deemed it expedient to require the Contractor to correct the Work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Executive Director, and subject to settlement, in case of dispute, as herein provided.

XXI. INSURANCE:

- A. Required Insurance. The **CONTRACTOR** shall purchase and maintain the Required Insurance specified in this Article to provide protection from claims for bodily injury, including death, and property damage which may arise out of or result from **CONTRACTOR's** performance of the Work and **CONTRACTOR's** other obligations under the Contract Documents, whether by **CONTRACTOR**, by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable :
- (i) Workers' Compensation Insurance in accordance with Applicable Law, and Employers' Liability Insurance in accordance with Applicable Law and with a limit of liability of no less than \$1,000,000.00 per project for each accident.
 - (ii) Commercial General Liability Insurance on an occurrence basis, covering bodily injury and property damage in the amount of \$1,000,000.00 per project for each occurrence, including (a) contractor's protective liability coverage, (b) contractual liability covering the indemnification obligations

- of **CONTRACTOR** pursuant to the Contract Documents, (c) personal injury liability coverage and broad form property damage, (d) false arrest coverage, and (e) completed operations coverage.
- (iii) Comprehensive Automobile Liability Insurance on an occurrence basis, covering all owned, non-owned and hired automobiles and other vehicles used by **CONTRACTOR** with a combined single limit of \$1,000,000.00 per project for each occurrence.
 - (iv) Excess liability insurance with a combined bodily injury and property damage limit of at least \$5,000,000.00 per project, excess of primary CGL Automobile and Employer's Liability.
 - (v) If applicable, the **CONTRACTOR** shall also be insured in the minimum limits required by the Motor Carrier Act of 1980.
 - (vi) The **CONTRACTOR**'s insurance policy will name the **OWNER** as additional insured.

XXII. GENERAL GUARANTY:

- A. Neither the final certification of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with the Contract or relieve the contractor of liability in respect to any express warranties or responsibility for failure to comply with terms of Contract Documents. The Owner will give notice of observed noncompliance with reasonable promptness.

XXIII. RISK OF LOSS:

- A. The Owner assumes no responsibility for the condition of existing paving and other property on the Project Areas nor for their continuance in the conditions existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after Invitation for Bids has been issued, will be made.

XXIV. NOT APPLICABLE – INTENTIONALLY REMOVED

XXV. LIVE UTILITIES AND OTHER PROPERTY:

- A. The Contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through, the Project Area, but excluded from the Work not owned by the Owner, such as utility lines, surface improvements or like items.

SECTION D – SPECIAL CONDITIONS

I. PROJECT AREA:

The Project Area consists of the Theodore “Teddy” Hinson Waterfront Garage owned and operated by the Parking Authority of the City of Camden located in Camden, New Jersey.

II. TIME FOR COMPLETION:

- A. The Work which the Contractor is required to perform under this Contract shall be commenced immediately upon time stipulated by the Owner in the "Notice to Proceed" to the Contractor.
- B. The time required for completing the Work will be a factor in the awarding of the contract. Failure of the Contractor to have the Work completed as stipulated would cause the Owner to suffer a loss that is difficult and expensive to accurately compute. In order to avoid such expense and difficulty, the Contractor shall pay to the Owner five hundred dollars (\$500) per day for each and every day, Saturdays, Sundays, and legal holidays, excepted after the determined day for completion, during or upon which said day the said Work remains incomplete and unfurnished, not as a penalty, but as liquidated actual losses which the Owner shall suffer. Any sum which may be due Owner for such losses shall be deducted and retained by the Owner from any balance which may be due the Contractor when the said Work shall have been finished. The accepted Bidder will be required to provide a sufficient labor force to assure a satisfactory progress for the Work of this Contract. **TIME IS OF THE ESSENCE.** All Work shall be fully completed by the dates stipulated in Division 0 Section “Milestone Schedule Dates”.

III. NOT APPLICABLE – INTENTIONALLY REMOVED

IV. RESPONSIBILITIES OF CONTRACTOR:

- A. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction and for discovering errors, omissions, or inconsistencies in the Contract Documents.
- B. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect as a request for information in such form as the Architect may require.
- C. Except as otherwise specifically stated in the Contract Documents, the contractor shall provide and pay for all permits, materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levys, fees or other expenses incurred and all other

services and facilities of every nature whatsoever necessary for the performance of the Contract within the specified time.

V. COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be deemed sufficiently given if delivered at the office of the Contractor stated in the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the executive Director), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall unless otherwise specified in writing to the Contractor, be delivered to the Parking Authority of the City of Camden, Theodore "Teddy" Hinson Waterfront Garage, 10 Delaware Avenue, Camden, New Jersey 08103 to the attention of the Executive Director and any notice to or demand upon the Owner shall be deemed sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to Owner at such address.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery of (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

VI. SIGNS:

- A. Subject to the prior approval of the Owner as to size, design, type and location, and to local regulations, the Contractor and its subcontractors may erect temporary signs for the purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such signs as may be required by Safety Regulations or as necessary to safeguard life and property.

VII. NOT APPLICABLE – INTENTIONALLY REMOVED

VIII. WORK BY OTHERS:

- A. The Owner reserves the right to retain outside forces for Work adjacent to and beyond the scope of this Contract; however, access to and egress from the site area within this Contract may be necessary for the completion of Work by the Owner's own forces.

IX. WORK NOT INCLUDED IN CONTRACT

- A. Work specifically mentioned in the bid specifications, General Special and Technical Specifications as not being part of the Contract is not included in the Contract. The Contractor is to assume responsibility for all Work and materials required to satisfy the intent and specific conditions of this scope of Work (Contract 1 - Restoration Only).

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 for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, 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 action 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to 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, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally 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 contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the r, (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.

HINSON GARAGE MAINTENANCE ROOM UPGRADES

**Parking Authority of the City of Camden
Theodore “Teddy” Hinson Waterfront Garage
10 Delaware Avenue
Camden, New Jersey 08103**

BID FORM COVER SHEET

Date: _____

Firm Name: _____

Firm Address: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

Email: _____

To Whom It May Concern:

This Bid is submitted in accordance with your Advertisement inviting bids to be received by the Parking Authority of the City of Camden for the Work of the HINSON GARAGE MAINTENANCE ROOM UPGRADES project.

Having carefully examined the Contract Documents, including all Specifications, Drawings, and Addenda which are incorporated with these documents, indicating various conditions affecting this contract, the undersigned herein agrees to furnish all materials, perform all labor, and do all else necessary to complete the work for the Contract for the above named Project in accordance with said Contract Documents for the lump sum and unit prices contained within this Bid Form.

I understand and acknowledge that the low bid will be calculated by the Parking Authority of the City of Camden based upon the Lump Sum of each bidder, including the work required by the Contract Documents plus the amount of all Allowances listed on the Bid Form.

Hinson Garage Maintenance Room Upgrades
October 5, 2018

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. Bidder must acknowledge reading required documents.

Must Submit With Bid:

Bidder Must Initial Each Item Below:

- | | |
|--|-------|
| Bid Form Cover Sheet | _____ |
| Sealed Bid Check List | _____ |
| Bid Form | _____ |
| Schedule of Unit Prices | _____ |
| Statement of Bid Exceptions | _____ |
| Acknowledgement of Receipt of Addenda | _____ |
| Bid Bond/Security (Refer to Instruction to Bidders, Section B.III) | _____ |
| Consent of Surety | _____ |
| Bidder's Qualifications | _____ |
| Ownership Disclosure | _____ |
| Acknowledgment of Contractor (Corp./LLC/Partner/Ind) | _____ |
| Non-Collusion Affidavit (Contractor) | _____ |
| Non-Collusion Affidavit (Subcontractor) | _____ |
| Disclosure of Investment Activities in Iran Form | _____ |
| Business Registration Certificate | _____ |

Must Be Submitted Before Contract Award:

State of New Jersey Form AA-201 _____

Public Works Contractor Registration Certification _____

Performance Bond _____

Payment Bond _____

Insurance Certificates _____

Reviewed:

Public Works Contract and Prevailing Wage Mandatory Language
(000003 – Instructions to Bidders, Section B-XVII) _____

Mandatory Equal Employment Opportunity Language for
Construction Contracts
(000003 - Instructions to Bidders, Exhibit A) _____

Americans with Disabilities Act 1990
(000003 – Instructions to Bidders, Exhibit B) _____

DATED: _____, 2019

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

BID FORM

HINSON GARAGE MAINTENANCE ROOM UPGRADES

PARKING AUTHORITY OF THE CITY OF CAMDEN

NOTE: BIDDERS MUST USE THIS FORM IN SUBMITTING THEIR PROPOSALS, FILLING IN ALL THE BLANKS

TO: PARKING AUTHORITY OF THE CITY OF CAMDEN
10 Delaware Avenue
Camden, New Jersey 08103
ATTN: Willie E. Hunter, Sr., Executive Director

SUBMITTED BY: _____

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE NO: _____

DATE: _____

BID AMOUNT

The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Timothy Haahs and Associates, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment, and services, including all scheduled allowances, necessary to complete the construction of the Work for above-named Contract, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. BASE BID:

Base Bid Price: \$ _____

Dollars

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October 5, 2018

Written

+ **Contingency Allowance (20% x Base Bid Price):** \$ _____

Dollars
Written

= **Lump Sum Price (120% x Base Bid Price):** \$ _____

Dollars
Written

The contract, if awarded, will be awarded to the lowest responsive and responsible Bidder, based on the Lump Sum Price, which includes the 20% Contingency Allowance; and subject to the Owner's right to reject any and all bids and to waive any informality in the bids or bidding. The Contingency Allowance will be used to pay for additional work at unit price if the Architect / Engineer determine that additional work is required.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Indicate receipt of all addendums by providing Addendum Number and Title, and your signature for each addendum issued or checking off the box that no addenda were received.

<u>Addendum Number</u>	<u>Addendum Date</u>	<u>Acknowledgement Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

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**

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INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

BIDDERS QUALIFICATIONS

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

1. Firm name.
2. Principal address.
3. Year firm was organized.
4. Where and when incorporated.
5. Years of firm's experience in similar contracts (must have Five years minimum experience with similar heating and cooling experience)
6. List default experience on previous contracts.
7. List present and comparable contracts presently underway.
8. List principals and/or partners, supervisory personnel available for this contract.
9. Financial statement within the last six months.

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 to before me this _____ day of _____ 20__.

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 _____

Federal 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 _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Stockholders:

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Name: _____

Home Address: _____

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 _____

Signature

(Corporate Seal)

(Type or print name and title of affiant under signature)

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

_____ My Commission Expires _____

Notary Public of

**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

PROJECT: _____ Bid Due Date _____

STATE OF NEW JERSEY)
) SS:
COUNTY OF _____)

I, _____ residing in _____
(name of affiant) (name of municipality)

in the County of _____ and State of _____, of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____,
(title of bid proposal & contract)

said Proposal with full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **PARKING AUTHORITY OF THE CITY OF CAMDEN** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

_____.

Signature

(Type or print name and title of affiant under signature)

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

Notary Public of _____ My Commission Expires _____

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_____ My Commission Expires _____
Notary Public of

PARKING AUTHORITY OF THE CITY OF CAMDEN
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ **Proposer:** _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/ he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

PLEASE CHECK THE APPROPRIATE BOX:



is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,
AND



is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name: _____ Relationship to Proposer: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Proposer Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution

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under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

FINAL RELEASE AND INDEMNITY AGREEMENT

WHEREAS, Pursuant to Contract made on _____ by and between the PARKING AUTHORITY OF THE CITY OF CAMDEN located in the City of Camden in the County of Camden, hereinafter called the Owner, and

_____, hereinafter called the Contractor, final payment is about to be made.

NOW, THEREFORE, in consideration of the premises and of the sum of _____

_____ lawful money the United States, being the full and entire sum due upon the completion of the Contract aforesaid less the sum

_____ still retained by the Owner to the said Contractor in hand paid by Owner, receipt of which is hereby acknowledged, said Contractor does hereby remise, release, and forever discharge the Owner of and from any and all manner of actions, suits, debts, dues sums of money accounts, reckonings, bonds, bills, covenants, controversies, agreements, promises, claims and demands whatsoever in law or in equity which the said Contractor has or may have for or on account of or in connection with the Contract aforesaid.

The Contractor further agrees to indemnify and hold harmless the Owner from loss, expense, damage or injury as a result of claims arising out of or in connection with the execution of the work provided for in said Contract, including any claim made by any labor or material directly or indirectly to the Contractor or by reason of any action brought or judgment recovered by such workers, contractor or material supplier.

IN WITNESS WHEREOF, the Contractor has caused its name to be hereunto subscribed and its seal to be hereunto affixed this _____ day of _____, 20____.

Corporate Title of Contractor

By: _____
Principal

Attest: _____
Secretary

SWORN TO AND SUBSCRIBED BEFORE ME

This _____ day of _____, 20____.
(SEAL)