

INVITATION TO SUBMIT PROPOSAL

Professional Service

Morris County is soliciting proposals from Professional Engineers licensed to practice in the State of New Jersey to provide quality control services for testing of county-wide paving projects based on N.J.D.O.T. specifications for State Aid projects.

Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, *et seq.*

Consultants will be selected by a committee on an evaluation of the most advantageous technical proposal, price, and other factors. Proposals will be evaluated on the basis of the following criteria:

1. Consultant's professional qualifications, availability and experience of Engineer working on the project.
2. Understanding of project scope of work, appropriateness of work proposed in task description and guidelines. Consultant's innovation and ingenuity applied to project.
3. Prior experience and familiarity with similar projects either under the supervision or direction of the Morris County Engineer, or a similar entity.
4. Cost/Fee Proposal

The Committee will recommend the award of the contract to the Morris County Board of Chosen Freeholders (contract recommendation) based upon the above criteria.

Sealed RFP responses must be received by the Purchasing Agent no later than 2:00 p.m. on Tuesday, March 25th, 2008. Proposals (one unbound original and three bound copies) shall be submitted in a sealed envelope, to:

James Abline, Purchasing Agent
County of Morris
10 Court Street
PO Box 900
Morristown, NJ 07963-0900

"Title of Request for Proposal shall appear on the outside of the envelope"

Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Owner's representative in response to such comments and questions will be issued by addenda delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

The owner assumes no responsibility and liability for costs incurred by the Respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract. Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner, are not to be billed and will not be paid.

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the New Jersey Local Public Contracts Law. The contractor must agree to comply with the nondiscrimination provisions and all other laws and regulations applicable to the performance of services there under. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be supplies on CD-ROM media compatible with the owner's computer operating system, windows based, Microsoft Office Suite 2000.

Termination: If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor violates any requirements of the contract, the Owner shall have the right to terminate the contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination, unless the contract contains more favorable terms to the County of Morris. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums as set forth in the contract.

The right to reject any or all proposals and to waive immaterial formalities is reserved by the Morris County Board of Chosen Freeholders and the Morris County Purchasing Agent.

Bidder Qualifications

Respondents shall provide a statement setting forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Provide a list of at least three (3) clients in New Jersey for whom services in size and scope have been provided. Include the following in your response:

- o Name of government agency.
- o Contact person's name, position and current telephone number.
- o Dates, scope of services provided, total cost of services.

Respondent shall provide the identity and credentials of the principles and other key personnel working on this project, and their areas of expertise.

Evaluation Process

An evaluation committee will review all proposals to determine if they satisfy the Proposal requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on price and other factors.

Evaluation Criteria

The criteria considered in the evaluation of each proposal are listed below. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select a vendor most advantageous to Morris County.

- o Professional Qualifications
Proposal shall document industry and/or program experience; document experience in performing similar work. Provide a record of reliability of timely delivery and on-budget implementation. Demonstrate availability and experience of key personnel working on the project.
- o Understanding of Project Scope
Proposal shall demonstrate a clear understanding of scope of work and objectives. Proposal shall be complete and responsive to specific proposal requirements. Demonstrate a good technical approach and work program. Provide project management plan and a scheduling timeline that will meet the County's needs. Consultant's expanded discussion of the project's scope of work along with any innovative alternatives, technology and techniques.
- o Prior Experience and Familiarity
Expertise of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, prior collaboration and successful completion of projects/services similar to that requested in this RFP. In addition to relevant experience, respondents shall provide personnel qualifications in their proposal.
- o Cost criteria:
Price and its component charges, fees, etc. shall be adequately explained and documented. Proposal shall include quality control and assurance programs. Proposal shall identify sufficient stability and resources to meet obligations.

PROFESSIONAL ENGINEERING SERVICES FOR MATERIAL TESTING IN MORRIS COUNTY

A need exists for quality control services to provide testing of county-wide paving projects based on N.J.D.O.T. specifications for State Aid projects.

I. SCOPE OF WORK

- A. In accordance with the New Jersey Department of Transportation Standard Specification for Road and Bridge Construction (as amended for State Aid), Hot Mix Asphalt (HMA) mixes must be tested for conformance to composition and air voids.
- B. All testing must be conducted by a certified laboratory under the supervision of a licensed New Jersey Professional Engineer.

II. SCOPE OF SERVICES

- A. All testing must be done in accordance with methods as described in the State Aid Handbook and comply with A.A.S.H.T.O. testing standards.
- B. The laboratory will determine the number of cores to be tested based on N.J.D.O.T. Specifications contained in the State Aid Handbook.
- C. Laboratory reports will be compiled on State Form DS-8; Hot Mix Asphalt Testing (HMA) Summary Report.
- D. Reports shall be available within twenty one (21) calendar days from sample receipt.
- E. Final test results must be submitted within (45) calendar days from request for core testing.

III. PRICING

The vendor will submit a price for all services based on the attached cost proposal page. Pricing shall be on a per unit cost basis. The contract will be in effect for 1 (one) year. All other anticipated costs shall be included and detailed in the vendor's response. The vendor will be available to the county on an as-needed basis.

IV. MISCELLANEOUS

- A. The service's laboratory must be approved by the American Association of State Highway and Transportation (AASHTO) Materials Reference Laboratory for testing of hot mix asphalt.
- B. Testing must be performed by a technician certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Technologist.
- C. The methods cited in the scope of services will comprise the only acceptable analytical methods. The vendor may not substitute or alter analytical methods. Performance of analyses employing similar methods is not acceptable and will not be eligible for payment.

COST PROPOSAL COUNTY WIDE PAVEMENT TESTING PROGRAM

ITEM		UNIT COST
I. Hot Mix Asphalt (HMA)		
A. Core Drilling: Supply (1) one drilling unit. 6" Diameter, (per core).		\$ _____
B. Quality Control Test (N.J.D.O.T. Specifications) Bulk Specific Gravity and void analysis, (per core).		\$ _____
C. Maximum theoretical specific gravity (by A.S.T.M. D2091) (per core).		\$ _____
D. Traffic Control Cost for traffic control to be included as per day amount. (Traffic directors to be uniformed local municipal police)		\$ _____
NUMBER OF CORES (200)	TOTAL BID	\$ _____

Registering a Business with the New Jersey Department of the Treasury

Business organizations or individuals doing business in New Jersey are required to register with the Department of the Treasury, Division of Revenue. Registration is free and is a one-time action – there are no fees to register. However, you should update your contact and tax eligibility information as needed. Registration is required to conduct most business with any state, county, municipal, local board of education, charter school, county college, authority, or state college or university. The contracting agency may be required to have a copy of the “proof of registration certificate” submitted as part of a public bid or prior to issuing a purchase order.

To register: Businesses must complete **Form NJ-REG** and submit it to the Division of Revenue. The form can be filed form online or by mailing a paper form to the Division. Online filing is strongly encouraged.

- Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes.”
- Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm.
- Call the Division at 609-292-1730 to have a form mailed to you.
- Write the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Note: If you operate a corporation, limited partnership, limited liability company or limited liability partnership, before registering, you must obtain legal authority to operate in the State of New Jersey. Generally, this is accomplished by filing an original business certificate with the Division of Revenue, such as a Certificate of Incorporation or Formation. For more information on this subject, visit www.nj.gov/treasury/revenue/filecerts.htm, or call 609-292-9292.

Registering as an individual: There is a simplified registration process for individuals doing business with any New Jersey government agency. The form can be downloaded from the web at www.nj.gov/treasury/revenue/pdforms/rega.pdf. To obtain a copy by mail, call 609-292-1730, or write to the Division at the Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

Questions? Call 609-292-1730 or submit e-mail: www.nj.gov/treasury/revenue/revcontact.html.

How do I receive the proof of registration certificate?

- New registrants. When completing Form NJ-REG, make sure you answer “Yes” to the contractor/sub-contractor question (Online: Item 17; Paper Form: Item 18). The Division of Revenue will mail the certificate to the mailing address you supply on your registration form.
- Previously Registered Businesses. Call 609-292-1730 and select option 3. The Division of Revenue’s service agents will take your order and mail you a certificate. Please allow 7 to 10 working days to receive your certificate. Alternately, you may visit the Division’s Client Registration Bureau in person and request a certificate. The address is 847 Roebling Avenue, Trenton, NJ 08611. Service desk hours are 8:30am to 4pm, weekdays, excluding holidays.

What information does the proof of registration contain? The certificate displays the following information: Business Name, Trade Name (If Applicable), Tax Payer ID (Usually the Employer Identification Number), Business Address, Contractor Certification Number (State Issued), Certification Issuance Date, Effective Date (Business Start Date Entered on Form NJ-REG).

CORPORATE DISCLOSURE STATEMENT

The undersigned is an - Individual - Partnership - Corporation
(Please indicate with circle)

Under the laws of the State of _____

Having principal offices at _____

RESPECTFULLY SUBMITTED BY _____
(Name of Corporation, Partnership or Individual)

WITNESS: ADDRESS _____

TELEPHONE: _____

S/ _____ SIGNATURE: _____

POSITION: _____ POSITION: _____

SSAN (If Individual): _____

FED ID# (IF Incorporated): _____

DATE: _____ DATE: _____

NOTE: If Contractor is a **CORPORATION**, this proposal must be executed by its president, attested to by its secretary or assistant secretary, with the corporate seal affixed thereto. This proposal may be executed and attested to by other than the aforesaid corporate officers if they have been duly authorized to so act in behalf of the Contractor, pursuant to a resolution of the Corporate Board of Directors, or other authorization equivalent thereto. In that event, a certified copy of said resolution or authorization shall be attached to this proposal.

If Bidder is a **PARTNERSHIP**, then this proposal must be signed by at least one partner.

If Bidder is an **INDIVIDUAL**, please indicate Social Security Number in space provided above.

OWNERSHIP STATEMENT

List the names and addresses of all stockholders who own ten (10%) percent or more of its stock. If none, so state.

If one or more such stockholders 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% 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, in full compliance with Chapter 33 of the New Jersey Public Laws of 1977.

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

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

Legal Name of Bidder: _____

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

Name _____

Address _____

Percentage of Ownership _____ %.

(Note: Attach additional pages if necessary)

NON-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____.

_____ (name) being first duly sworn, deposes and says that he is

_____ (give title) of _____ (Bidder), that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion, communication or conference with any person to fix the bid price of the bidder or any other bidder for the written contract, or to fix any overhead profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any other person interested in the proposed Contract; and that all statements contained in said Bid are true; and further, that the Bidder has not, prior to the official opening of the Bid, directly or indirectly, submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof, or to any person who is not an employee of the Bidder, except the Surety which furnished Bid Security and consent of Surety for purposes of the making of this Bid, all in accordance with N.J.S.A. 52:34-15.

(Signature of Affiant)

Sworn and subscribed to before me this _____ day of _____, _____.

(Signature of Notary Public)

My Commission expires: _____.

GENERAL REQUIREMENTS

FORM OF CONTRACT

The form of contract which shall be signed by the successful bidder shall be that as furnished by the County Counsel, a copy of which is on file with the Morris County Purchasing Department and may be inspected by any bidder upon request.

CORPORATION OWNERS OR STOCKHOLDERS

In accordance with Chapter 33 of the Public Laws of 1977, the vendor shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein.

QUALIFICATION OF THE BIDDER

The Bidder must be an established concern in the business of providing the product bid and must satisfactorily prove to the County Purchasing Agent, upon request, that he has adequate facilities to perform all requirements in event of award.

BRAND NAMES

Brand names and/or descriptions used in this bid proposal are to acquaint bidders with the type of commodity desired and will be used as a standard by which alternate or competitive materials offered will be judged. Competitive items must be equal to the standard described and be of the same reputation for quality and workmanship. Variations between the materials described and materials offered are to be fully explained by the bidder in an accompanying letter. In the absence of any changes by the bidder, it will be presumed and required that materials, as described in these specifications, be delivered.

RIGHT TO KNOW LABELING

All containers, including shipping cartons, shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five (5) most prominent substances in the container, or their trade secret registry number. (N.J.A.C. 8:59-5).

“Container” means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, boxes, cans, cylinders, drums and shipping cartons.

DELIVERY

Insert pricing for furnishing all material, and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc., and all transportation charges fully prepaid by the contractor F.O.B. destination and placement at locations specified by the County of Morris. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor’s convenience when a single shipment is ordered. All prices shall be less Federal Excise & State Sales Tax.

INDEMNIFICATION & HOLD HARMLESS

The Contractor/Vendor shall indemnify and hold harmless the County of Morris, the Board of Chosen Freeholders, the Morris County Self Insurance Fund Commission, their Employees, Agents, and Servants from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees (including attorneys’ fees) or other expenses or liabilities (including the investigation and defense of any claims) arising out of or resulting from the performance of the Contractor’s/Vendor’s work or the completed operations provided that any such claims, damage, loss or expenses is (a) attributed to bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property including the loss of the use resulting there from, and (b) is caused in whole or part by an negligent act or omission of the Contractor/Vendor, or anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable (including a claim by an employee of the Contractor/Vendor) regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the County of Morris, the Board of Chosen Freeholders, the Morris County Self Insurance Fund Commission, their Employees, Agents and Servants, by an employee of the Contractor/Vendor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor/Vendor, under Workers’ Compensation acts, disability benefits acts or other employees benefits acts.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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 or sex. Except with respect to affectional or sexual orientation, 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 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 for the 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 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 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 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 goods and services contract one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Insurance Requirements for Vendors & Suppliers Working on Premises

1. Protection of Persons and Property

The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the project site for incorporation in the work, or which has been incorporated into the work. He shall replace all materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have entirely or partially been paid for by the County.

2. Insurance

- a) The Contractor, prior to commencing work, shall provide at his own cost and expense, the following insurance to the County of Morris with insurance companies licensed in the State of New Jersey, which insurance shall be evidenced by Certificates and/or policies as determined by the County of Morris. Each Certificate or policy shall require that a thirty-day (30) notice shall be given to the Purchasing Agent of the County of Morris by registered mail, return receipt requested, if any policy or any individual coverage is altered or cancelled, and for all of the following stated insurance policies. All such notices shall name the Contractor and identify the contract and project number if applicable. Certificates of Insurance shall be delivered to the Purchasing Agent of the County of Morris, prior to the commencement of the project. All Certificates of Insurance shall state that the “County of Morris is an additional insured” for this contract.

- b) Worker’s Compensation and Employer’s Liability Insurance

The Contractor shall provide proof of Worker’s Compensation Insurance and be in compliance with the Compensation Law of the State of New Jersey. In the event any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor’s Worker’s Compensation Insurance. Employer’s Liability: Limit of liability shall be a minimum of \$1,000,000, in accordance with New Jersey Statute.

- c) General Liability

The Contractor shall provide Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A “claims made” policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverages.

- Premises
- Operations
- Use of Independent Contractors and Subcontractors
- Products and Completed Operations
- Broad Form Contractual
- Broad Form Property Endorsement
- Fire Legal Liability, \$100,000

The insurance required under this section shall protect the Contractor and his Subcontractor(s), respectively, against damage claims which may arise from operations under this contract whether such operations are by the Insured or by anyone directly or indirectly employed by the Contractor and also against any of the special hazards which may be encountered in the performance of this contract. When such special hazards are encountered, the above coverages shall be provided with the elimination of the XCU exclusion from the policy or otherwise submit proof that XCU is covered.

d) **Automobile Liability (if transit to any Morris County office location is required)**

Automobile liability insurance, with a combined single limit of liability per occurrence of \$1,000,000 for bodily injury, property damage.

This insurance shall include bodily injury and property damage with the following coverage.

- Owned Automobiles
- Hired Automobiles
- Non-owned Automobiles

e) **Additional Insurance Requirements**

All policies and Certificates of Insurance shall be approved by the County of Morris, Division of Risk Management prior to the inception of any work and shall contain the following:

- Insurers shall have no right of recovery or subrogation against the County of Morris, including its Agents and Agencies, it being the intention of the parties that the insurance policies so affected shall protect the parties and be primary coverage for any and all losses covered by the above described insurance.
 - The insurance companies issuing the policy or policies shall have no recourse against the County of Morris including their Agents and Agencies as aforesaid for payment of any premiums or for assessments under any form of policy.
 - The Contractor shall assume all responsibility for loss or damage to Contractor's materials, equipment and machinery involved under the contract.
 - The Contractor shall assume all responsibility to save the County of Morris harmless from any loss or damage to all materials, equipment and machinery involved under this contract
- All Certificates of Insurance shall state that the County of Morris is carried as "an additional insured" for the purposes of the contract, and shall include Form CG 20100704 attached or its equivalent as determined solely by the Morris County Risk Manager.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20100704

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Additional Insured Person (s) Or Organization (s):	Locations of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insured’s, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another Contractor or Subcontractor engaged in performing operations for a principal as a part of the same project.