

**OCEAN COUNTY COLLEGE
PURCHASING DEPARTMENT**



**SOLAR POWERED LIGHTING INSTALLATION
AT BARTLETT HALL**

REF. 11/12 B-20

July 21, 2011

Ocean County College is seeking Requests for Bids for: **“Solar Powered Lighting Installation at Bartlett Hall”**. Specifications and requirements are enclosed for your consideration. Submitters are to direct all questions in writing to:

Mark Bowcock, Buyer at mbowcock@ocean.edu.

No telephone calls or faxes will be permitted.

(1) Original and (2) Copies of proposal must be returned on or before August 10, 2011 at 12:00 PM prevailing time to:

Ocean County College, Administration Building, Suite #12

College Drive, PO Box 2001, Toms River, New Jersey 08754-2001

Attention: Mark Bowcock, Buyer.

NOTICE: A site visit is scheduled for August 1, 2011 at 10:00 a.m., Administration Building Suite #12

ALL ENVELOPES MUST INDICATE THE FOLLOWING INFORMATION:

Attention:	Mark Bowcock, Buyer.
Title:	Solar Powered Lighting Installation at Bartlett Hall
Reference Number:	11/12 B-20
Due Date:	August 10, 2011 at 12:00 PM
Deliver To:	Administration Building, Suite #12
Bid Opening Location:	Administration Building, Suite #12

Contact Persons:

The following may be contacted with questions regarding this Request for Proposal:

Mark Bowcock, Buyer, mbowcock@ocean.edu

(No telephone calls or faxes)

Ocean County College
Checklist for requirements

- Site Inspection August 1, 2011 at 10:00 a.m., Admin Bldg., Suite #12
- RFIs Due August 2, 2011 by 12:00 p.m.
- Addenda issued August 3, 2011 at 2:00 p.m., Admin Bldg., Suite #12
- Proposals due August 10, 2011 at 2:00 p.m., Admin Bldg., Suite #12

- Contact Person: Ocean County College
 Bid Document Questions
 Attn: Mark Bowcock, Buyer
 732-255-0400, ext. #2046

- Time of Completion -Notice to Proceed –
 -Duration of project – not to exceed 120 days from Notice to Proceed

- Liquidated Damages \$ 200.00/day
- Contractor Registration (include all subcontractors)
- Non-Collusion Affidavit
- Stockholders Disclosure
- DBC -Classification
 -Uncompleted Contracts

- Consent of Surety
- Bid Bond
- Performance & Payment Bond after contract award
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OCEAN COUNTY COLLEGE

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 - Document showing "Notice of Classification" as issued by the New Jersey Department of the Treasury, Division of Building and Construction and uncompleted contracts.
 - Name(s) of all subcontractors and evidence of performance security for all applicable subcontractors. Designate non-applicable subcontractors by "N/A"
 - Business Registration Certificate
 - General Conditions (A.I.A. Document A201-1997 Edition) as Modified by Supplemental General Conditions
 - Supplemental General Conditions

Scope of the Work:

The work generally consists of the following (but is not limited to):

- ✓ Installation of Pole Mounted Solar powered light fixtures along the Bartlett Hall sidewalks.
- ✓ Associated Electrical work.
- ✓ Clean up

The project is all inclusive with labor and materials.

Product Specifications for lights:

40w INDUCTION Solar Powered Lighting System manufactured by ECO Lighting USA is to include:

1. 135w/12v Mono crystalline solar module to transform the sun's power to energy
2. IP65 Rated Induction Fixture
3. 40 w RL/SL Series Induction Lamp
4. 12v No maintenance Lead-acid battery for power storage
5. Battery Storage Enclosure
6. 12v/5a MPU controller for on/off control and overload protection
7. 14ft Steel pole
8. Top of Pole Solar Mounting Unit

INFORMATION FOR BIDDERS & OWNERS SPECIAL CONDITIONS

A. GENERAL TERMS

1. Information for Bidder (IFB) All papers bound or attached to this IFB are a necessary part hereof. All bids are submitted subject to the requirements and conditions in the bidding documents.
2. Construction Contracts: Examination of Documents. Plans, specifications, and other bidding documents may be examined during normal business hours at the Architect's/Engineer's office and plan rooms at the addresses specified in the Notice to Bidders.
3. Authority of Ocean County College. On all questions concerning the interpretation of specifications; the acceptability of quality of materials or items furnished and work performed; the execution of the work; and the determination of payment due or to become due, the decision of the Ocean County College Board of Trustees shall be final and binding.
4. Submission of Bids. Bidders are to seal their bids in an envelope. The outside of this envelope must display the title of the bid, The Bid Reference Number and the name and address of the bidder. No bids will be received after the date and time specified on the IFB cover unless the contract is re-advertised for bids. Bidders are responsible for ensuring that their bids arrive at the Purchasing offices at the address specified in the Notice to Bidders before the opening date and time. Bids delivered in person or by express service should be delivered directly to the:

Purchasing Offices; Attn: Mark Bowcock. No electronic delivery will be accepted.
5. Withdrawal of Bids. No bidder may withdraw a bid within 60 days after the actual date on which it is opened.
6. Qualifications of Bidder. The college may make such investigation as it deems necessary to determine the ability of the bidder to perform the terms of the contract, and the bidder shall furnish the College all the information for this purpose, which the College may request. The College reserves the right to reject any bid if its investigation of the bidder reveals that, in the opinion of the College, the bidder is not properly qualified to carry out the obligations of the contract and complete it as outlined herein.
7. Subcontracts. Each bidder is hereby advised that any person, firm or other party to whom it is proposed to award a sub-contract under the bidder's contract must be acceptable to the College. All certifications required of the bidder must also be obtained from any sub-contractor and furnished to the College at the time of the bid.
8. Under County College Contract Law, all bids submitted shall set forth the name or names of, and evidence of performance security from, all subcontractors to whom the bidder will subcontract the work, as described in categories (a) through (e) of the aforesaid statute.
9. Interpretations and Addenda. Should any bidder find what appears to be a mistake, ambiguity, discrepancy or omission in any of the documents, the bidder shall at once notify the Architect/Engineer, which will determine whether written interpretations should be sent to all bidders. Every request for interpretation shall be addressed in writing to the Architect/Engineer and, to be given consideration must be received at least five days prior to the date fixed for the opening of bids. All such interpretations and supplemental instructions will be issued in the form of written addenda which will become part of the contract; and all such interpretations and supplemental instructions will be mailed to all prospective bidders at their respective addresses furnished for such purposes not later than three days prior to the date fixed for the opening of bids. The failure of any bidder to receive any such addendum or interpretation shall not relieve any such bidder from any obligation under this bid as submitted. Receipt of Addenda should be acknowledged on the bid form.
10. In the event of inclement weather, the College maintains the right to reschedule the bid opening.

11. Materials. All equipment, supplies and materials for which bids are requested shall be new, unless otherwise specified.

All materials are to be unconditionally guaranteed for a minimum period of one year after date of beneficial occupancy, with parts and labor supplied without charge unless otherwise stated in specifications.

12. Obligation of Bidders. All bidders will be presumed to be familiar with the plans and specifications, notice to bidders, and all documents included in file IFB including all addenda; and, to have inspected the site. In addition, all bidders must inform themselves fully of the conditions relating to performance of the contract, any construction involved and the employment of any labor thereon. Failure to do any of the foregoing will not relieve any bidder of any obligation with respect to the bid as submitted and/or contract.

13. Waiver of Informalities/Rejection of Bids. The College may waive any informality; or it may for any reason reject any and all bids.

B. APPLICABLE LAWS AND REGULATIONS

1. Bidders are advised that the provisions of P.L. 1963, c. 150 (New Jersey Prevailing Wage Act) will apply to and be part of the contract. For job categories not covered under prevailing wage rates, bidders are required to pay to workers at least the legally established minimum wage at all times during the contract period.

2. BIDDERS ARE REQUIRED TO COMPLY WITH THE REQUIREMENT OF P.L. 1975, C. 127 {NJAC 17:27}. For construction contracts, the successful vendor must submit State of New Jersey Force AA-201 (Initial Project Work Force Report, samples attached) and subsequent ongoing Project Work Force Reports.

3. All materials supplied to Ocean County College and all installation work performed at Ocean County College must comply with PEOSHA regulations and meet PEOSHA standards. If, during the course of fulfilling this contract, the vendor has reasonable cause to suspect that he has encountered asbestos containing materials (ACM) that is friable or may become friable during the discharge of his responsibilities, the contractor must stop work immediately and notify Facilities Management Offices. The College will then make all arrangements as needed for the sampling, testing, and remediation of any suspected ACM.

4. The successful bidder is required to keep informed of and to comply with all authorities having jurisdiction over the subject matter of the contract. The successful bidder shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the lawful execution and completion of the work required by the contract. The successful bidder is required to obtain construction permits from appropriate governmental authority.

5. Construction Contracts: Each bidder shall submit with the bid an Affidavit showing pre-qualification and statement of uncompleted contracts in accordance with the standards of the New Jersey Department of the Treasury, Department of Building and Construction.

6. STATE OF NEW JERSEY - LAWS OF 1977 CHAPTER 33: CONFLICT OF INTEREST

No corporation or partnership shall be awarded any contract or shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to paid with or out of any public funds, by the State, or any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid of said corporation or said partnership, there is submitted a statement setting forth the names and address of all stockholders in the corporation or partnership who own 10% or more of its stock, or any class or of all individual partners in the partnership who own a 10% or greater interest therein as the case may be.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria established in this act has been listed.

7. AMERICANS WITH DISABILITIES ACT: Mandatory Language Equal Opportunity for Individuals with Disability

The Contractor and the County College do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "ACT" (42 U.S.C. S12101 et seq.) which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In provided any aid, benefit, or service on behalf of the County College 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 County College in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the County College, 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 against the County College, the Contractor agrees to abide by the decision of the County College to correct the alleged defect. If any action or administrative proceeding results in an award of damages against the County College or if the County College incurs any expense including legal fees to cure a violation of the ADA which has been brought, the Contractor shall satisfy and discharge the same at its own expense.

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

It is expressly agreed and understood that any approval by the County College 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 County College pursuant to this paragraph.

It is further agreed and understood that the County College 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 County College from taking any other actions available to it under any other provisions of the Agreement or otherwise at Law.

C. PREPARATION OF BIDS

1. All bids shall be made on the Bid Form, which is included in the IFB. All blanks on the Bid Form must be appropriately filled in. Any alterations or erasures must be initialed by the bidder. Bid prices must be in ink or typewritten, in both words and figures.
2. Each bid must give the full business address of the bidder and be signed by the bidder with his/her usual signature. Bids (including all required supporting documents) by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids, including all required supporting documents, by corporation must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word "president," "secretary," "Agent," or other title without disclosing his/her principal, may be held to be the bid of the individual signing. When requested by the College, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.
3. Prices should include a sufficient amount to cover the cost of any and all work or material called for in addenda to the specifications or other instructions issued during the bidding period. Such additions shall automatically become a part of the contract.
4. Prices quoted shall include freight or other charges incidental to the delivery of the item bid upon.
5. The College is established under the authority of the State of NJ Jersey and is entitled to exemption from Federal, State and local taxes, including the New Jersey Sales Tax. No amount attributable to taxes should be included in bid prices.
6. When a catalog reference follows the description of any item in the specifications, it is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. Catalog numbers have been adopted from their respective sources for purposes of identification and to establish minimum requirements for quality and design. The College will consider products of manufacturers which are equal in quality and design to the items specified if such products in all ways meet the specifications. The decision of the College as to whether an alternate or substitute is in fact equal shall be final.

D. METHOD OF AWARD

1. Notification of the acceptance of the bid and award of the contract will be made as soon as practical after the opening of the bids. Contract will be awarded after due consideration of all factors relevant to the bidder's responsibility as well as the price, so that the College, consistent with law, will gain the advantage of a contract which in its judgment will best serve the interests of the College and the public.
2. Immediately after the giving of the notice of award, the successful bidder and the College will enter into a contract. The contract shall include the approved AIA Document as modified by the Supplementary General Conditions and shall also include all of the bid specifications and attachments thereto, the proposal of the successful bidder and all attachments and enclosures there under and any other pertinent documents as part of the Contract Documents.
3. Bidder acknowledges that this bid and the award of a contract are governed by the County College Contracts Law N.J.S.A. 18A:25.1 et seq. and that any legal challenges to the bidding process, the award or non-award of a contract, or the rejection of any bids, must be pursued before the Board of Trustees in accordance with P.L. 1994 Ch.48, Sec.6(f). The challenge or objection must be presented by filing a petition with the secretary of the Board of Trustees within ten (10) calendar days of the decision to award or not award a contract. Proceedings on the petition shall be governed by the Rules Governing Hearings Before the Board of Trustees of Ocean County College, which rules may be obtained at the office of the Vice President for Business and Financial Affairs.

E. BID SECURITY

1. Each bid must be accompanied by:
 - a. A cashier's check or certified check of the bidder in the amount of 10% of the bid amount made out to "Ocean County College," or
 - b. A bid bond prepared and duly executed by the bidder as principal, having as a surety thereon a surety company approved by the College in the amount of 10% of the total amount of the bid.
2. The surety company on a bid bond must be acceptable to the College, authorized to transact business in New Jersey, and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Where an attorney-in-fact has signed the bid bond, a certified and effectively dated copy of the power of attorney must be presented with the bond.
3. The checks or bid bonds of all except the two lowest bidders will be returned as soon as practical after the formal opening of bids. The checks or bid bonds of the two lowest bidders will be returned promptly after the College and the accepted bidder have executed the contract; or if no award has been made, within 60 days after the opening of the bids.
4. The bid security of the successful bidder shall be forfeited and retained as liquidated damages if he/she neglects or refuses to execute the contract and, furnish a performance/payment bond within 30 days after notice of the award of the contract. Acceptance of forfeiture by the College shall not limit the remedies available to the College upon default, and it may recover full damages in addition thereto in accordance with law.

F. CERTIFICATE OF SURETY:

Each bidder must include with their bid proposal a certificate or letter from a Surety Company stating that it will provide the contractor with a bond in the sum specified if they are awarded a contract. Each bidder shall provide Consent of Surety.

G. PERFORMANCE/PAYMENT BOND

1. At the time set for signing the contract, the successful bidder shall deliver a performance/payment bond in the amount of 100% of the accepted bid. The premium for such bond shall be paid by the bidder and will be part of the price quoted in the bid.
2. Each bidder must submit with his bid a certificate from a surety company that it will provide the bidder with the bond described in paragraph F.1.
3. The surety, the performance/payment bond, and the surety disclosure statement and certification shall comply with N.J.S.A. 18A:64A-25.17.
4. The surety company on a performance/payment bond must be acceptable to the College, must be authorized to transact business in New Jersey, and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
5. Where an attorney-in-fact has signed the performance/payment bond, a certified and effectively dated copy of the power of attorney must be presented with the bond.

H. PERFORMANCE OF CONTRACT

1. Failure of a bidder to execute a contract awarded to him/her, or to comply with any or all of the terms and conditions thereof, may disqualify him/her from receiving future contracts. Such disqualification or the failure to disqualify shall not limit the remedies available to the College upon default and it may recover full damages in addition thereto in accordance with law.

2. Insofar as possible and if applicable, the successful bidder in carrying out the contract must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor or any of the customary operations of the College.

3. Bidders shall acquaint themselves with the conditions to be found at the College and shall assume all responsibility for the performance of the contract. The College will not accept deliveries for contractors.

4. Successful bidders will guarantee:

- a. To furnish adequate protection for all work and to repair damage of any kind for which they or their agents or employees are responsible;
- b. To carry adequate insurance, as required by General and Supplementary Conditions, to protect the College from any and all claims on behalf of any person, firm or corporation arising out of any action or work performed by the successful bidders or their agents, or employees relating to the performance of the contract.

5. Indemnification.

- a. The successful bidder shall indemnify and hold harmless the College and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the successful bidder, any subcontractor of the successful bidder, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- b. With respect to claims against the College by an employee of the successful bidder, any subcontractor, 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 paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful bidder or any subcontractor under worker compensation acts disability benefit acts or other employee benefit acts.
- c. The College may deduct amount due to it under this paragraph G.6 from any sum or sums, which may be due to the successful bidder under the contract.

6. Neither the final certificate of payment nor any provision in the IFB or contract nor partial or entire use of the equipment, supplies or services by the College shall constitute an acceptance thereof if not in accordance with the specifications and other documents included in the IFB, nor relieve the successful bidder of liability in respect to any express warranties or for faulty materials or workmanship. The successful bidder will agree to promptly remedy, without cost to the College, any defect which shall appear within a period of one year from the date of final acceptance if a standard manufacturer's warranty does not apply, unless a longer period is specified or allowed by the manufacturer.

The College will give notice of observed defect with reasonable promptness.

7. The work to be performed shall start immediately after execution of the contract and shall be completed within 120 calendar days from Notice to Proceed. Time and compliance with the college's schedule will be of the essence in the contract. The Contractor or Contractors shall pay the College the sum of \$ 200.00 for each consecutive day as liquidated damages after the stipulated completion time.

It is expressly understood that contractor's liability to supply sufficient labor and materials shall not constitute grounds for an excusable delay.

Apart from extensions of time, no payment or allowance of any kind shall be made to the contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the work, whether such delay be avoidable or unavoidable. The contractor agrees that they will make no claim for compensation, damages, or litigation of damages for any such delays, and will accept in full satisfaction for any such delays said extensions of time

PREVAILING WAGE RATES: NEW JERSEY DEPARTMENT OF LABOR (LATEST EDITION)

Notice: TO ALL PUBLIC WORKS EMPLOYERS:

Please be advised that effective February 18, 1992 Regulation N.J.A.C. 12:60-2.1 and 6.1 of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq requires that certified payroll records must be submitted to the public body for each employee on the project. The General Contractor is responsible for ensuring that each sub-contractor submits the certified payroll within ten (10) days of the payment of wages. The public body shall receive, file and make available for inspection during normal business hours the certified payroll records.

A copy of the certified payroll form may be obtained by contacting the New Jersey Department of Labor, Division of Wage and Hour Compliance, Public Contracts Section, PO Box 389, Trenton, NJ 08625-0389, telephone (609) 292-2259, or by clicking here: <http://www.nj.gov/labor/lssc/lspubcon.html>

AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT B: P.L. 1975, C. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE: CONSTRUCTION CONTRACTS

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

- a. 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 or sex, 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 or sex, affectional or sexual orientation. 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;
- b. The contractor or subcontractor, where applicable, will in all solicitation 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 or sex, affectional or sexual orientation.

c. The contractor or subcontractor, where applicable will, will send to each labor union or representative of 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.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

e. When hiring workers in each construction trade, the contractor or subcontractor agrees to attempt in good faith to employ minority and female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided however, that the Affirmative Action Office may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Affirmative Action Office is satisfied that the contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of action "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3, promulgated by the treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire minority and female workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Affirmative Action Office that the union is not referring minority and female workers consistent with the applicable employment goal.

(B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (b) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the Public Agency Compliance Officer, Affirmative Action Office, and at least on approved minority referral organization of its manpower needs, and request referral of minority and female workers;

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

- (3) Prior to commencement of work to request the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, to refer minority and female workers to fill job openings;
- (4) To leave standing requests for additional referral to minority and female workers with the local construction trade union, if the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some office workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing P.L. 1975, c. 127;
- (6) To adhere to the following procedure when minority and female workers apply or are referred to the contractor or subcontractor:
- (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall employ such persons which satisfy appropriate qualification standards; provided however, that a contractor or subcontractor shall determine that the individual at least possesses the skills and experience recognized by any worker skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided farther, that, if necessary, the contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (C) below.
 - (ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of said female or minority group individual shall be maintained on a waiting list for the first consideration in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a female is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Affirmative Action Office.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract on forms made available by the Affirmative Action Office and submitted promptly to that office upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall arrangement, and, where required by custom or agreement it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement: provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minorities and females or the failure to refer minorities and females consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to said provision (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ female and minority advanced trainees and trainees in

numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of the preceding provisions (B) it shall, where applicable, employ minority and female workers residing within the geographical jurisdiction of the union.

(D) The contractor agrees to complete an Initial Project Manning Report on forms provided by the Affirmative Action Office or in the form prescribed by the Affirmative Action Office and submit a copy of said form no later than three days after signing a construction contract; provided, however, that the public agency may extend in a particular case the allowable time for submitting the form to no more than 14 days; and to submit a copy of the Monthly Project Manning Report once a month thereafter for the duration of this contract to the Affirmative Action Office and to the Public Agency Compliance Officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

(E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the affirmative action office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

V. REQUIRED FORMS AND DOCUMENTS (MUST BE INCLUDED WITH Bid)

FORM OF PROPOSAL (BID FORM)

PROPOSAL OF _____ hereinafter called "BIDDER", a corporation/partnership/individual (strike out inapplicable terms) organized and existing under the laws of the state _____ of and doing business as _____.

1. The bidder, in compliance with the Legal Notice dated July 24, 2011 inviting bids for "**Solar Powered Lighting Installation at Bartlett Hall**" having examined the specifications, drawings, Request for Proposal, various forms and related contract documents and the site of the proposed work and being familiar with all the conditions surrounding the proposed contract or the proposed construction, including the availability of materials and labor, hereby proposes to furnish and/or install the equipment, labor, materials and supplies and/or to construct the project in accordance with all the aforesaid documents within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in supplying and/or installing the materials and equipment or performing the work required by the Request for Proposal of which this Bid Form is a part.

2. The bidder acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

=====

BID FORM

OWNER: Ocean County College

WORK TITLE: Solar Powered Lighting Installation at Bartlett Hall

BIDDER: _____

1. **Documents.** Bidder understands and accepts all provisions of the Contract Documents.

2. **Bid Form Supplements.** Bidder encloses herewith the following executed Bid Form Supplements: Statement of Corporate Ownership, List of Subcontractors, and Acknowledgement of Receipt of Changes to Contract Documents.

3. **Bid (Lump Sum) :** _____ (\$ _____)

3a. **Alternate Product** _____ (\$ _____)

No substitutions will be accepted after the award of the contract.

4. **Communications.** Bidder requests that communications regarding this Bid be addressed as follows:

Name: _____

Address: _____

Telephone: _____

Fax: _____

5. **Signature.** Bidder executes this Bid by signature of the person or persons authorized to sign for the Bidder.

SIGNATURE: _____

Name (printed): _____

SIGNATURE: _____

Name (printed): _____

Date: _____

BID FORM SUPPLEMENT A
STATEMENT OF CORPORATE OWNERSHIP
(Pursuant to N.J.S.A. 52:25-24.2)

OWNER: Ocean County College

WORK TITLE: Solar Powered Lighting Installation at Bartlett Hall

If Bidder is a proprietorship, check here _____ and do not complete this statement, which applies only to corporations and partnerships [N.J.S.A. 52:25-24.2].

Bidder hereby sets forth the names and addresses: (a) of all stockholders in the corporation or partnership submitting the Bid who owns 10 percent or more of its stock of any class; or (b) of all individual partners in the partnership who own a 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, as the case may be, shall also be listed.

NAME OF CORPORATION OR PARTNERSHIP: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

If additional sheets are necessary, complete the following: _____ additional sheets are attached hereto and made a part of this Statement of Corporate Ownership.

BID FORM SUPPLEMENT B
LIST OF SUBCONTRACTORS

Work Title: Solar Powered Lighting Installation at Bartlett Hall

Job No: _____

CONTRACTOR: _____

Name Under Which Subcontractor Licensed	License No.	Address of Office Mill or Shop	Specific Description of Subcontract	Percent of Contract	Price Quote to be Awarded to Subcontractor

I, _____, certify that the price quotes submitted above will be awarded to each
(NAME OF CONTRACTOR)

Subcontractor should I be awarded the Contract.

NAME: _____

ADDRESS: _____

SIGNED BY: _____

Job No.

NOTICE OF AWARD

OWNER: Ocean County College

WORK TITLE:

DATE OF NOTICE OF AWARD:

TO:

1. Notification. You are hereby notified that your Bid has been accepted by OWNER and you are designated "Successful Bidder". Enclosed is a copy of OWNER's resolution regarding the award of a contract.

2. Agreement. Enclosed are four (4) copies of completed and unsigned Agreement that refers to the Schedule of Prices submitted with your Bid.

3. Successful Bidder's Obligations. You must comply with the requirements regarding Successful Bidder's Obligations as set forth in the Instruction to Bidders.

BY: _____

(Signature)

Ocean County College

Via:

[] Certified Mail, Return Receipt Requested

[] Hand Deliver:

 Date: _____

 Received by: _____

AGREEMENT

In conjunction with Solar Powered Lighting Installation at Bartlett Hall,
(hereinafter "Work Title")

THIS AGREEMENT by and between:

Ocean County College, College Drive, Toms River, NJ 08754 (hereinafter "OWNER")

and _____ (hereinafter "CONTRACTOR")

OWNER and CONTRACTOR, for and in consideration of the mutual covenants, promises, and agreements hereinafter set forth, agree to and with each other as follows:

1. Defined Terms. Terms used in this Agreement which are defined in the General Conditions and Supplementary Conditions shall have the meanings indicated therein.
2. CONTRACTOR agrees to perform the Work in accordance with the Contract Documents.
3. OWNER agrees to pay CONTRACTOR for the Work in accordance with the Contract Documents.
4. Contract Documents. The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR are as defined in the General Conditions and [include Addendum No. __.] [include Addenda Nos. __ through __, inclusive.] [do not include addenda.] TO BE COMPLETED WITH ISSUANCE OF THE NOTICE OF AWARD.
5. Work. Pursuant to paragraph 1.01.A.48 of the General Conditions, the Work is listed on the Schedule of Prices [.] [as amended hereby to delete the following Optional Pay Items:] [as amended hereby to select the following Alternate Pay Items:] TO BE COMPLETED WITH ISSUANCE OF THE NOTICE OF AWARD.
6. Notice to Proceed. Pursuant to paragraph 2.03.A of the General Conditions, a Notice to Proceed may be issued any time within thirty (30) days after the Effective Date of the Agreement.
7. Commencement of Contract Time. Pursuant to paragraph 2.03.A of the General Conditions, Contract Time shall commence on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.
8. Contract Times. Contract Times hereby are made of the essence. Pursuant to paragraph 1.01.A.14 of the General Conditions:
 - (a) Substantial Completion. No separate Contract Time is applicable to substantial completion; and neither tentative nor definitive certificates regarding substantial completion will be issued pursuant to paragraph 14.04 of the General Conditions.

(b) **Final Payment.** The Work shall be complete and ready for final payment pursuant to paragraph 14.07 of the General Conditions within 90 days from the commencement of Contract Time.

9. **Contract Price.** Pursuant to paragraph 1.01.A.13 of the General Conditions, the Contract Price for the Work is _____ Dollars (\$_____). TO BE COMPLETED WITH ISSUANCE OF THE NOTICE OF AWARD.

10. **Retainage.** Pursuant to paragraph 14.02.A.3 of the General Conditions, retainage shall be Ten (10) percent of the Contract value.

11. **Progress Payments.** Pursuant to paragraph 14.02 of the General Conditions, progress payments will be made based on the Schedule of Prices less retainage and all other deductions applicable in accordance with the Contract Documents.

12. **Damages.** Pursuant to paragraph SC-12.04 of the Supplementary Conditions, damages are established at: the greater of Two Hundred Dollars(\$200) per day or one twentieth of one percent (0.0005) per day multiplied by the Contract Price.

13.**Prohibition on Assignment.** CONTRACTOR shall not assign or transfer any of its rights or interests in this Agreement without the written consent of the Owner.

14.**Permits.** Refer to Project Overview page 22 item no.1.0 **Permits Applications and Fees**

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.
CONTRACTOR:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Signature Date: _____

OWNER:

Authorized Signature: _____

Name and Title: _____

Attest: (Signature) _____

Name and Title: _____

Effective Date of the Agreement: _____

STATE OF NEW JERSEY - LAWS OF 1977 - CHAPTER 33

(Disclosure Statement)

No corporation or partnership shall be awarded any contract, nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State, or agency of the State, or of any county, municipality or school district, or any authority, board of commission which exercises governmental functions, unless prior to the receipt of the bid, or accompanying the bid, of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act, has been listed.

OCEAN COUNTY COLLEGE

DISCLOSURE STATEMENT FOR BIDDING PURPOSES

REFERENCE: New Jersey Laws of 1977 — Chapter 33

DIRECTIONS: Disclosure Statement of Stockholders/partnerships must be included with the bid proposal,

- I. There are no stockholders in the corporation who own 10% or more of its stock, of any class, nor are there any individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If this is not an accurate statement of ownership relative to the bidding company identified below, you must complete section ii. Section iii must be completed if it also applies.
- II. Names and addresses of all Stockholders in the corporation or Partnership who own 10% or more of its stock, of any class, or of all individual partners in the Partnership who own a 10% or greater interest therein, as the case may be.

NAMES

ADDRESSES

- III. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be.

NAMES

ADDRESSES

Bidder: _____

By: _____

Title: _____

PLEASE USE REVERSE SIDE OF SHEET FOR ADDITIONAL LISTINGS OR ATTACH SUPPIENENTMI PAGES CLEARLY LABELED AND NUMBERED.

NOTICE TO CONTRACTORS
NON-COLLUSION STATEMENT

The Ocean County College requires as a condition precedent to acceptance of bids, a sworn statement executed by, or on behalf, of the person, firm, association or corporation to whom such contract is to be awarded certifying that such person, firm, association or corporation has not, either 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 such contract. The form for this sworn statement is included in the proposal and must be properly executed in order to have the bid considered.

NON-COLLUSION STATEMENT

DATE: _____

Ocean County College
College Drive
P.O. Box 2001
Toms River, New Jersey 08754-2001

Gentlemen:

This is to certify that the undersigned bidder, _____, has not, either 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 proposal submitted to the Ocean County College on the _____ day of _____ 20_____.

Signature of Bidder _____

Corporate Seal

Attest: _____
Secretary

Sworn to and subscribed before this _____ day of _____ 20_____

My Commission expires, _____.

Notary Public

THIS STATEMENT MUST BE COMPLETED AND SIGNED IN ORDER FOR THE BID TO BE CONSIDERED.

CONSENT OF SURETY

New Jersey Statutes 18A:64A-25.17 provides in pertinent parts where a contracting unit requires a Performance Bond, the contracting unit must require from all bidders, a certificate from a surety company will provide the contractor with a Performance Bond.

A Performance Bond will be required from the successful bidder on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

To: OCEAN COUNTY COLLEGE

Re: _____
(Contractor)

(Project Description)

This is to certify that _____
(Surety Company)

will provide to _____
(Contractor)

Performance Bond in the event that said _____
(Contractor)

is awarded a contract for the above project.

(Authorized Agent of Surety Company)

Certificate of surety must be signed by an authorized agent or representative of a surety company and not be the individual or company submitting the bid.

Contractor Registration Advisement

FOR PUBLIC WORKS PROJECTS

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), will become effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in section 2 of P.L. 1963, c.150 (C.34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at \$300 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the Act as, "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract which is subject to the provision of the New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein, except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

Registration forms, copies of the Act, and other relevant information will be available January 2000. To be placed on our mailing list please contact:

Contractor Registration Unit
New Jersey Department of Labor
Division of Wage & Hour Compliance
P.O. Box 389 Trenton, New Jersey 08625-0389
Telephone: (609) 292-9464
Fax: (609) 633-8591
E-mail: contreg@dol.state.nj.us

ATTACHMENT A: CONTRACTOR INFORMATION SHEET

Please provide at least three references to demonstrate your ability to satisfactorily conduct the work described herein. List below three or more references including: name and address of client, contact person, telephone number and the work performed for this client.

[illegible]

State of New Jersey
INITIAL PROJECT WORKFORCE REPORT-CONSTRUCTION

Official Use Only

Assignment

READ INSTRUCTIONS ON BACK CAREFULLY BEFORE COMPLETING THIS FORM.
TYPE OR PRINT IN SHARP BALL-POINT PEN.

Code _____

DISTRIBUTION: Affirmative Action Office, Affirmative Action
Office DP, Public Agency, Contractor

① Name and address of Prime Contractor

(NAME)
(STREET ADDRESS)
(CITY) (STATE) (ZIP CODE)

② MBE ☐ WBE ☐

③ Name and Address of Public Agency Awarding Contract

Date of Contract Award

Contract No.

Dollar Amount of Contract

④ Name and Location of Project

County

⑤ Trade or Craft	Total Number Employees			Total Minority and Female Employees			Projected Phase-in Date	Projected Completion Date
	J	AP	Female	J	AP	Female		
01 Asbestos Worker								
03								
04								
05								
06								
07 Ironworker								
08 Operating Engineer								
Painter								
Plumber								
11 Roofer								
13								
14								
15								
16								
17								
18 Laborer								
Other								
20 Other								
Other								
Other								

⑥ Completed By (AA Officer) Print or Type

(NAME)

(SIGNATURE)

(TITLE)

(AREA CODE)

(TELEPHONE NO.)

(EXT.)

(DATE)

WAGES DUE AND PAID

[illegible]



State of New Jersey
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET
PO BOX 039
TRENTON, NEW JERSEY 08625-0039

REPLY TO:

TEL: (609) 633-3990
TEL: (609) 984-4708
FAX: 609-292-7651

TOTAL AMOUNT OF
UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I certify that the amount of uncompleted work on contracts is \$_____

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.12.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.

Respectfully Submitted,

Sample



By

Name of Firm

Signature

Title

Business Address

Phone

Sworn to and
subscribed before me
this _____ day of
19____

Notary Public

DBC 701 (5/97)

State of New Jersey
 DEPARTMENT OF THE TREASURY
 DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
 33 WEST STATE STREET
 PO BOX 039
 TRENTON, NEW JERSEY 08625-0039

NOTICE OF CLASSIFICATION

TO:

TEL: (609) 633-3990
 TEL: (609) 984-4708
 FAX: 609-292-7651

NOTICE TYPE

AGGREGATE AMOUNT	TRADE(S)	EFFECTIVE DATE
Sample		
ELECTRICAL LICENSE NO.	PLUMBING LICENSE NO.	OTHER LICENSE NO.

VALID ELECTRICAL LICENSE ON FILE DBC.
 VALID PLUMBING LICENSE ON FILE DBC
 FIRM QUALIFIED FOR WIRING WITH A POTENTIAL OF 30 VOLTS OR LESS, NO LICENSE ON FILE
 ELECTRICAL LICENSE NUMBER MUST BE VERIFIED AS VALID BEFORE AWARD OF CONTRACT
 PLUMBING LICENSE NUMBER MUST BE VERIFIED AS VALID BEFORE AWARD OF CONTRACT.
 IN accordance with N.J.S.A. 18A:18A-27 *et seq* (Department of Education) and N.J.S.A. 52:35-1
 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are
 hereby notified of your classification to do State work in the Department(s) as noted above.

V. GENERAL CONDITIONS AS REQUIRED BY OCEAN COUNTY COLLEGE

The General Conditions of this Contract is the American Institute of Architects Document A201, "General Conditions of the Contract for Construction;" latest edition as modified below and in the Supplementary General Conditions; which Document is hereby specifically made a part of the Contract Documents with the same force and effect as though set forth in full herein. A copy of the General Conditions is attached herein. Copies may be purchased from:

THE AMERICAN INSTITUTE OF ARCHITECTS
1735 NEW YORK AVENUE, NW
Washington, DC 20006-5292
(Phone) 800-365-2724

Please note that the General Conditions are modified in part by the Supplementary General Conditions, which contain changes, additions and deletions to the AIA General Conditions. Where any part of the AIA General Conditions is modified or voided by the Supplementary General Conditions, the Supplementary General Conditions control; the unmodified, unaltered, undeleted provisions of the General Conditions shall remain in effect.

Architect/Engineer shall supply all supplementary terms and conditions: Arbitration:

Delete Article 4.5.1 through 4.5.7 in its entirety and add the following:

"Any and all controversies, disputes and claims arising out of the performance of work, which cannot be resolved, shall be adjudicated in the Superior Court of New Jersey, with the venue based in the County of Ocean. There shall be no arbitration."

Insurance:

Omit and substitute the following:

"The contractor and Subcontractors at their own expense shall provide and maintain insurance as follows, in companies acceptable to Owner.

- a. Workmen's Compensation as required by all applicable Federal, State, Maritime or other laws including Employer's Liability with a limit of at least \$500/500/500,000.
- b. Comprehensive General Liability including Contractor's Liability; Contingent Liability; Contractual Liability; Completed Operations and Products Liability; all on the occurrence basis with Personal Injury Coverage and broad form Property Damage.

Remove the XCU exclusion relating to Explosion, Collapse and Underground Property Damage. Completed Operations Liability shall be kept in force for at least two years after the date of final completion.

Personal Injury:

Each Person	\$2,000,000.00
Each Occurrence	\$2,000,000.00

Property Damage:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

c. Comprehensive Automobile Liability including non-ownership and hired car coverage as well as owned vehicles:

Bodily Injury:

Each Person	\$2,000,000.00
Each Occurrence	\$2,000,000.00

Property Damage:

Each Occurrence	\$2,000,000.00
-----------------	----------------

The Contractor shall furnish the Owner with satisfactory evidence of the required insurance and/or Bonds with a provision that at least ten (10) days prior written notice will be given to Owner in the event of cancellation or material change.

The Contractor shall indemnify and hold harmless Ocean County College from any liability arising out of these construction operations and those of his Subcontractors."

Add the following:

"The Owner will provide the following types of insurance for the above project:

a. Owner's Contingent Liability.

Personal Injury

Each Person	\$2,000,000.00
Each Occurrence	\$2,000,000.00

Property Damage:

Each Occurrence	\$2,000,000.00
Aggregate	\$2,000,000.00

b. Builder's Risk: Fire, Extended Coverage, Vandalism Insurance and Malicious Mischief on the completed value form for the full insurable value of the work in the names of the Owner, Contractor, subcontractors and Sub-subcontractors.

VII. SUPPLEMENTARY GENERAL CONDITIONS

1. Supplementary General Conditions

The Supplementary General Conditions shall be subject to the Standard "General Conditions of the Contract for Construction," AIA Document A201 of the American Institute of Architects, Articles 1 to 14, Pages 1 to 19 inclusive and these Supplementary General Conditions, as they add to, delete from, modify, and/or supplement Articles of the AIA Form A201 and shall take precedence over AIA Articles or parts thereof, as listed herein.

2. Knowledge of Conditions

The Bidders shall by careful examination of the existing premises, equipment and by such other means as they prefer, satisfy themselves as to the location of the work, means of access, starting points, the character, quality and quantity of the work to be performed, and materials to be furnished, the specific equipment and facilities needed during the execution of the work, and general in conditions which any way affect the work specified herein.

3. Possession of Building, Site and Responsibility

After taking possession of the assigned work areas of the existing premises, Contractor shall be responsible hereafter, until completion for management, care and maintenance of the work areas and shall be solely responsible for damage to or on account of the execution of the work under this Contract, and shall adjust all claims accruing there from, without loss, expense, or annoyance to the Owner.

4. Utilities

The Owner shall pay for all water and electric current required for the duration of the work for equipment, and/or apparatus, until issuance of Certificate of Final Acceptance by the Owner.

5. Protection

The Contractor shall take the necessary steps to carefully protect the existing Work Area of the Premises and completed portion of the work from any damage resulting from insufficient or improper protection.

6. Use of Premises

- a. The portion of the site that may be used by the Contractor shall be agreed upon with the Owners and clearly designated. Any damage to space allowed for use shall be made good by the Contractor on release of the space.
- b. The Contractor shall not display, or permit to be displayed; on or about the premises any sign except as may be permitted by the owner, or required in the specifications.

7. Removal of Rubbish and Cleaning Up on Daily Basis.

Refer to article 44 of the AIA General Conditions under the heading "Cleaning Up", the following paragraphs shall be added to this article and made a part of the General Conditions.

- a. The Contractor shall keep the Work Areas of the Premises at all times free from dirt or the accumulation of waste materials and rubbish caused by his work and shall repair any damages to this property in a satisfactory manner.
 - b. Before final acceptance of the work, the Contractor shall clean the entire completed Work and new Equipment and leave same in a clean condition.
8. Tax Exemption

(Supplementary General Conditions Article 4.6, Page GC-7). The Owner, Ocean County College is exempt from payment of Federal, State, and Local Taxes of the State of New Jersey, on all materials and supplies sold pursuant to the provisions of this Contract. These taxes are not to be included in the Bid Proposals.
9. PREVAILING WAGE ACT:

The New Jersey prevailing rate of wages on public contracts shall govern in accordance with the Prevailing Wage Act, Chapter 150, Laws of 1963. A copy of the current prevailing wage rate is available with the State of New Jersey at:

<http://www.nj.gov/labor/lasse/lspubcon.html>

The firm's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
10. Pre-Qualification of Bidders
 - a. Bidder must submit with his Bid a "Notice of Classification" from the Office of the Director, State of NJ Department of Treasury, Division of Building and Construction. In addition, Bidder is to submit a Notarized Affidavit setting forth the total amount of uncompleted work on all contracts at the time of the bid, and stating that there has been no material adverse change in his classification information.
11. Compliance with Chapter 33, Laws of 1977
 - a. Bidders are required to comply with the provisions of Chapter 33, Laws of 1977.
 - b. No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of public funds, by the State, or any county, municipality or school district of any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board or commission which exercises governmental functions, unless prior to the receipt of the Bid or accompanying the Bid of said corporation or said partnership who own 10 percent or more of its stock, of any class or of any individual partners in the partnership who own a 10 percent or greater interest therein as the case may be.
 - c. If one or more such stockholder or partner is itself a corporation or partnership, the stockholder holding 10 percent more of that corporation's stock, or the individual partners owning 10 percent 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 percent ownership criteria established in this act has been listed.

- d. This act was signed into law in the State of New Jersey on March 8, 1977.
 - e. All of the above noted required data/information shall be noted on statement form, provided with Contract Documents and included with Contractor's submitted Proposal.
12. Final Acceptance
- a. Contractor shall have at all times, until completion of work and Owner's acceptance, complete possession of Work Areas of the Premises, materials and work. Contractor, subject to provisions of contract Documents, shall not be interfered with in completion of work.
 - b. When work is substantially complete, Contractor shall notify the Owner that work will be ready for Final Inspection on a definite date.
 - c. After completion and final inspection of all work required by the Contract, after defects in work have been corrected by Contractor and after completion, submission, and acceptance of all tests, readings, identification, and tagging of systems, Operating Instructions, Maintenance Instruction, Final Clean-up, Guarantees, Certificates and Permits required by Contract Documents, the Owner will issue a Certificate of Final Acceptance to Contractor.
 - d. Date for which work shall be deemed to have been completed shall be date fixed in Certificate of Final Acceptance, which date shall commence Guarantee Period of all work.

PROJECT OVERVIEW – THIS PROJECT WILL BE UNDER THE ~~DIRECT CONTROL AND~~ SUPERVISION OF KEN OLSEN, ASSISTANT VICE PRESIDENT OF FACILITIES PLANNING & CONSTRUCTION AND ANY OF HIS DESIGNEES.

Construction Stage:

- The successful firm shall be responsible for coordinating all work performed on the project and shall be responsible for all coordination of this project.
- Contractor shall prepare a construction schedule in bar chart method. Within 14 calendar days after the Notice to Proceed, the Contractor shall submit the preliminary schedule for review by the Construction manager and the Architect. Within 28 days after the Notice to Proceed, the Contractor shall submit 6 copies of the Base Line bar chart schedule for review and acceptance by the Construction manager and Architect. Schedule Updating: Revise the schedule within 7 days after each Project Meeting, or other activity, where revisions have been recognized or made.
- Access to Site: Schedule all construction activities with the Owner, through the Construction Manager.
- Application for Payments: The Contractor is to update the Construction schedule and submit the updated version jointly with the monthly Application for Payment. Failure of the contractor to submit the updated construction schedule with the monthly Payment Application shall preclude the Owner, the Architect and the Construction Manager from reviewing the monthly payment application.
- Suspension of Payments: The submission and updating of the construction scheduling information is critical to the success of the project. If the contractor fails to update the construction schedule, the payments will be suspended until such time as the updated schedule is received and accepted.
- Site Security: Contractor shall maintain site security at all times. The Contractor retains full responsibility for security and protection of his work until acceptance by the Owner.
- The successful firm shall notify Ocean County College immediately of any lack of progress or defective workmanship on the part of the contractors.
- Attend a pre-construction job meeting.
- Project Meetings are to be held bi-weekly. The Contractor shall have representatives present at the meeting who are authorized by the Contractor owner and or corporation to make project discussions/decisions and implement schedule and manpower changes in order to keep the project on schedule.
- Review all engineering drawings, catalog cuts, samples, etc.
- Send written replies to all engineering inquiries and the owner
- Prepare and present bi-weekly written status report of the project to the owner.
- Conducts punch list inspections with the approved college representatives upon substantial completion of project.
- Coordinate all system demonstrations for the owner's employees.
- Coordinate submission of all warranties and guarantees.
- Coordinate the delivery of all extra materials to the owner.
- Provide certification of final completion of the project.
- Provide a one-year (1) follow up inspection for all contractors' and subcontractors' guaranteed work.
- Provide As- Built Drawings in both electronic format and hard copy mylar prints.

1.0 PERMITS, APPLICATIONS AND FEES

The General Contractor (G/C) shall be responsible for obtaining all paperwork necessary for the construction, operation and occupancy of said project.

The G/C will be responsible to provide all documents required for construction and occupancy of said project as determined by federal, state and local government authorities having jurisdiction.

The G/C will prepare and submit all construction permits along with all other pertinent documents and provide it to the College Representative for submission to the proper authorities.

The G/C will be responsible for researching, preparing and submitting all paperwork as necessary. The G/C will be responsible for all applicable fees.

Payment

The owner will withhold ten (10) per cent of G/C's fees until final construction, punch list items are complete.

Before final payment can be approved, the following items must be properly executed and submitted to Ken Olsen, Assistant Vice President of Facilities Planning and Construction.

- Letter addressed to the college indicating that all punch list items have been completed.
- Copies of all permit inspections, reports, closeout documents, certificates of occupancy and other required inspections that were issued and/or obtained during the work.

2.0 LAWS COMPLIANCE WITH

The G/C firm shall comply with all applicable federal, state and local statutes, rules and regulations.

Directions from the North

Coming from the north on the Garden State Parkway, take exit 88. Immediately turn left onto Route 70 and go about one-third mile to the first traffic light, by the Home Depot.

Turn right at the light onto Shorrock Street and go about one and a half miles.

At this point Shorrock curves to the left and becomes Beaverson Boulevard. Follow Beaverson for one more mile to the end.

Turn right onto Route 549 south, and go about two and a half miles to College Drive. As you approach College Drive, you will see a lake on your right with the College monument standing in the water. The exit to College Drive is immediately after the lake.

Turn right onto College Drive to enter the Ocean County College campus.

Follow College Drive to designated building.

Directions from the South

Coming from the south on the Garden State Parkway, take exit 82 to Route 37 east. Follow Route 37 about one mile east to Route 549 (Hooper Avenue). Use the jug handle at the intersection to turn left onto Route 549 north.

Go north about three miles to College Drive. You will pass the Ocean County Mall on your right after about one mile. Shortly before you reach College Drive, you will pass two schools on your right. Keep to the right from this point on.

As you approach the intersection with College Drive, you will see a lake on the far left with the College monument standing in the water.

At the intersection, use the jug handle to turn left onto College Drive and enter the Ocean County College campus.

Follow College Drive to designated building.

Directions from the West

Coming from the west, follow Route 70 eastward through Lakewood until it passes under the Garden State Parkway. Continue east on Route 70 another one-third mile to the first traffic light after the Parkway. There is a Home Depot at the corner. Turn right at the light onto Shorrock Street and go about one and a half miles.

At this point Shorrock curves to the left and becomes Beaverson Boulevard. Follow Beaverson for one more mile to the end.

Turn right onto Route 549 south, and go about two and a half miles to College Drive. As you approach College Drive, you will see a lake on your right with the College monument standing in the water. The exit to College Drive is immediately after the lake.

Turn right onto College Drive to enter the Ocean County College campus.

Follow College Drive to designated building.

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