

CONTRACT AWARD			
CK09MERCER2018-37 COUNTY FACILITIES AND SYSTEMS REPAIR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT			
BID OPENING DATE: NOVEMBER 15, 2018			
OPTION TO EXTEND CONTRACT THROUGH DECEMBER 31, 2021			
NAME OF BIDDER	GOLDEN CROWN CONTRACTORS, INC.	J.H. WILLIAMS ENTERPRISES, INC.	RICASOLI & SANTIN CONTRACTING CO., INC.
ADDRESS	4099 SOUTH BROAD STREET	231 HAINES DR	4 FERNDALE AVENUE
CITY, STATE, ZIP	YARDVILLE, NJ 08620	MOORESTOWN, NJ 08057	MERCERVILLE, NJ 08619
CONTACT	CHRISTINE LUIZZIA-MCGUIRE	JAMES H. WILLIAMS	ROBERT HEARN JR.
TELEPHONE	609 585 0265	856 793 7114	609 588 9539
FAX	609 585 2775	856 222 0017	609 588 6848
E-MAIL	GOLDENCROWN1978@VERIZON.NET	BW@JHWILLIAMSINC.COM	BOBHEARNJR@YAHOO.COM / R_SCONTRACTING@VERIZON.NET
INSURANCE CERTIFICATE	REQUIRED IF AWARDED	REQUIRED IF AWARDED	REQUIRED IF AWARDED
INSURANCE AND INDEMNIFICATION	SIGNED AND DATED	SIGNED AND DATED	SIGNED AND DATED
EXTEND TO COOP	YES	YES	YES
EXCEPTIONS	NONE	NONE	NONE
FATAL FLAW	NO	NO	NO

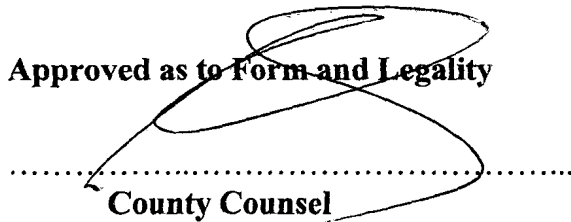
		GOLDEN CROWN CONTRACTORS	
TRADE DISCIPLINE	ESTIMATED NUMBER OF HOURS	INSERT HOURLY RATE	TOTAL
CARPENTER	200	\$ 110.00	\$ 22,150.00
LABORER CLASS A	600	\$ 92.37	\$ 55,422.00
IRON WORKER	200	\$ 132.00	\$ 26,400.00
WELDER	100	\$ 132.00	\$ 13,200.00
EQUIPMENT OPERATOR	200	\$ 117.97	\$ 23,594.00
GLAZIER (WINDOWS)	200	\$ 123.50	\$ 24,700.00
ALL FENCING INCLUDING WOOD, CHAIN LINK, ALUMINUM OR PVC	200	\$ 115.00	\$ 23,000.00
MATERIAL ALLOWANCE			\$ 200,000.00
GRAND TOTAL BID			\$ 388,466.00
HIGH VOLTAGE ELECTRICIAN	300	\$ 142.56	\$ 42,768.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 52,768.00
PAINTER	400	\$ 110.00	\$ 44,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 54,000.00

		J.H. WILLIAMS ENTERPRISES, INC.	
ELECTRICIAN	600	\$ 130.00	\$ 78,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 88,000.00
PAINTER	400	\$ 108.00	\$ 43,200.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 53,200.00
PLUMBER/PIPEFITTER	600	\$ 135.00	\$ 81,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 91,000.00
HOURLY RATE: ASBESTOS REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 150.00	\$ 15,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 25,000.00
HOURLY RATE: LEAD REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 150.00	\$ 15,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 25,000.00
HOURLY RATE: MOLD REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 150.00	\$ 15,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 25,000.00

		RICASOLI SANTIN	
TRADE DISCIPLINE	ESTIMATED NUMBER OF HOURS	INSERT HOURLY RATE	TOTAL
CARPENTER	200	\$ 114.00	\$ 22,800.00
LABORER CLASS A	600	\$ 90.00	\$ 54,000.00
IRON WORKER	200	\$ 135.00	\$ 27,000.00
WELDER	100	\$ 135.00	\$ 13,500.00
EQUIPMENT OPERATOR	200	\$ 124.00	\$ 24,800.00
GLAZIER (WINDOWS)	200	\$ 130.00	\$ 26,000.00
ALL FENCING INCLUDING WOOD, CHAIN LINK, ALUMINUM OR PVC	200	\$ 114.00	\$ 22,800.00
MATERIAL ALLOWANCE			\$ 200,000.00
GRAND TOTAL BID			\$ 390,900.00
CEMENT MASON	800	\$ 114.00	\$ 91,200.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 101,200.00
PLUMBER/PIPEFITTER	600	\$ 145.00	\$ 87,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 97,000.00
HOURLY RATE: ASBESTOS REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 160.00	\$ 16,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 26,000.00
HOURLY RATE: MOLD REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 160.00	\$ 16,000.00
MATERIAL ALLOWANCE FOR ABOVE			\$ 10,000.00
TOTAL BID			\$ 26,000.00

Approved as to Form and Legality

Date


.....
County Counsel

.....
January 23, 2020

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO "EXERCISE AN OPTION TO EXTEND" THE AWARD OF BID CONTRACT WITH MULTIPLE VENDORS FOR COUNTY SYSTEMS AND FACILITIES REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM IN THE TOTAL AMOUNT NOT TO EXCEED \$650,000.00. PERIOD: DECEMBER 31, 2019 THROUGH DECEMBER 31, 2021(CK09MERCER2018-37)

WHEREAS, pursuant to the provision of N.J.S.A. 40A:11-15, the governing body may include provisions for a contract extension upon a finding by the governing body that the services are being performed in an effective and efficient manner; and,

WHEREAS, the County of Mercer entered into an Award of Bid Contract with multiple vendors for County Systems and Facility Repairs for the County of Mercer and the Mercer County Cooperative Contract Purchasing System for the period of January 1, 2019 through December 31, 2019, with the option to extend two (2) years based on the index rate, as per Resolution No. 2019-55, adopted January 24, 2019; and,

WHEREAS, the County of Mercer is desirous of exercising the Option to Extend the contract for County Systems and Facility Repairs for the County of Mercer and the Mercer County Cooperative Contract Purchasing System to multiple vendors for the period of December 31, 2019 to December 31, 2021 as an open end contract, in the total amount not to exceed of \$650,000.00, as follows:

.....
Clerk to the Board

RECORD OF VOTE													
FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.	FREEHOLDER	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cannon	X				✓		Melker	X					
Cimino	X						Walter	X					✓
Colavita				X			Koontz	X					
Frisby	X												
X—Indicates Vote Abs.—Absent N.V.—Not Voting Res.—Resolution Moved Sec.—Resolution Seconded													

AWARDED VENDORS

RICASOLI & SANTIN CONTRACTING CO., INC.
4 FERNDALE AVENUE
MERCERVILLE, NJ 08619

J.H WILLIAMS ENTERPRISES INC.
231 HAINES DR
MOORESTOWN, NJ 08057

GOLDEN CROWN CONTRACTORS, INC.
4099 SOUTH BROAD STREET
YARDVILLE, NJ 08620

ALL VENDORS WILL EXTEND TO THE MERCER COUNTY COOP

WHEREAS, the Chief Financial Officer of Mercer County has certified in writing the availability of funds for the purposes set forth in this Resolution; said certification is on file with the Clerk to the Board and funds are contingent upon the inclusion in and adoption of the 2020, 2021 and 2022 Mercer County Budgets; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to “exercise the option to extend” the Award of Bid Contract to multiple vendors for County Systems and Facilities Repairs for the County of Mercer and the Mercer County Cooperative Contract Purchasing System for the period of December 31, 2019 to December 31, 2021 in the total amount not to exceed \$650,000.00, on behalf of the County of Mercer, when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to Mercer County Purchasing Department for further distribution.

I hereby certify this to be a true copy of the original.
Jerlene N. Worthy
Mercer County Board of Freeholders

.....
Clerk to the Board

**COUNTY SYSTEMS AND FACILITIES REPAIR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF ONE (1) YEAR WITH THE OPTION TO EXTEND TWO (2) YEARS BASED UPON THE INDEX RATE
CONTACT: PURCHASING 609 989 6710**

INTENT

The County of Mercer request bids for the provision of repair, upgrade and stabilization of building structures and facility systems to the original design and/or constructed condition, or to reinforce, rehabilitate or upgrade or replace as directed, by the County of Mercer. The awarded contractor shall provide background checks on all employees working on the project. The contract shall be awarded for a period of one (1) year with the option to extend two (2) years based upon the index rate established by the New Jersey Department of Consumer Affairs, Division of Local Government Services. All questions in regards to the bid specifications shall be submitted in writing to smceachern@mercercounty.org.

As this is a cooperative bid, the awarded vendor(s) may provide the said services herein bid upon to local governmental contracting units located within the County of Mercer without substitution or deviation from specifications. It is understood that purchase orders will be placed directly by the contracting units, subject to the terms of the contract to be awarded by the County of Mercer, and that no additional service or charges will be allowed.

HVAC is covered through a separate procurement.

All work shall be performed in accordance with the current International Building Code and all applicable Code requirements. Contractors will be utilized on an as needed or emergency basis. No guarantees are made for or implied for the total value of the contract for County only purposes. With the approval of bidders, the awarded contractors may extend this contract to Cooperative Purchasing members located within the County of Mercer. Respondents must be qualified to perform the work and able to provide the required workforce.

PLEASE NOTE: VENDORS ARE RESPONSIBLE FOR PAYMENT OF ALL BONDS.

WORK HOURS DEFINED

The work of this contract is known to be intermittent and often is of an emergency nature. The contractor is to consider this in the preparation of this bid. The contractor shall provide labor as required during regular hours and overtime.

Regular Hours: 6:00 AM through 5:00 PM Weekdays

Overtime, Weekend and Holiday Overtime shall be paid at 1.3 times the regular hourly rate

REQUIRED TRADES – BIDDERS SHALL HAVE FIVE YEARS EXPERIECE IN PROVIDING THE FOLLOWING. THE COUNTY WILL AWARD SEPARATE CONTRACTS FOR EACH TRADE DISCIPLINE. SUBCONTRACTING IS PERMITTED.

CARPENTRY
PAINTING
IRON WORK
WELDING
ELECTRICAL
HIGH VOLTAGE ELECTRICAL
LABORER, CLASS A
CEMENT MASON
EQUIPMENT OPERATOR
PIPE FITTER/PLUMBER
FENCING: DIGGING COVERED THROUGH GENERAL, HEAVY LABOR RATE
AND CARPENTRY RATE FOR WOOD OR PVC FENCING AND
IRONWORKER FOR METAL FENCING
WOOD, CHAIN LINK OR PVC
GLAZING

ASBESTOS, LEAD, MOLD REMEDIATION AND ABATEMENT.

The County currently contracts with Engineering firms to oversee work in accordance with DEP Remediation requirements.

CONTRACT AWARD AND TERM

Contracts shall be awarded to multiple contractors per the discipline listed in the proposal. The County designee shall act as the project manager. Contracts shall be awarded for a period of one year with an option to extend two (2) years.

BASIS OF BID AWARD

Bidders must submit the hourly rate which must include overhead and profit in that rate for the trade disciplines referenced on the proposal pages. Bidders shall submit a blended rate for journeyman/foreman hourly rate. The award is based upon hourly rate for each discipline. Bidders must have five years' experience performing the work for each discipline. The awarded contractors shall utilize the labor rates referenced on the proposal pages when calculating the estimate through the RS Means Construction Estimator or equivalent software.

PROPOSALS SUBMITTED BY THE AWARDED CONTRACTORS

When the awarded contractors are contacted for proposals, the County Agency will determine whether a **firm-fixed-price proposal** or a **time and materials proposal** shall be provided by the Contractors. The awarded contractors shall submit a detailed proposal based upon their RS Means or equivalent Construction Estimating Software. The County designee shall provide a scope of work to the Contractor.

The County shall require two proposals for each project from the awarded contractors for all projects with an estimated cost exceeding \$15,000.00. Contractors shall not exceed a 10% upcharge on Materials.

In the event work being performed will exceed the proposal provided by the awarded Contractor, the County designee must be notified prior to commencement of additional work that requires authorization of a change order.

The County will not pay the awarded the contractors for travel time or the time it takes to provide estimates.

AWARDED CONTRACTORS SHALL SUBSCRIBE TO THE CURRENT VERSION AND UPDATES OF THE RS MEANS CONSTRUCTION ESTIMATOR SOFTWARE OR EQUIVALENT.

RS Means provides comprehensive construction, repair and remodeling cost data. Respondents must have access to the online RS Means Construction Estimator or equivalent utilizing the labor rate as provided in the proposal. **MeansCostWorks.com** provides construction cost data with comprehensive estimating and customization functions. Respondents must have online access to the RSMeans database of unit costs, assemblies, repair and remodeling costs which covers every major category of construction and creates detailed construction cost estimates.

Contractors shall subscribe to the current version and updates of the Construction Estimator. Contractors are able to choose specific labor trades to calculate proposal estimates. The County shall require two proposals for each project from the awarded contractors for all projects with an estimated cost exceeding \$15,000.00. Contractors shall not exceed a 15% upcharge on Materials.

MEANSCOSTWORKS.COM

MeansCostWorks.com provides 85,000 unit costs, 25,000 building assemblies and 42,000 facilities costs covering new building construction, repair, remodeling, change order, facilities maintenance, and heavy construction. Contractors may use the traditional 16-Division or 50-Division CSI format. All proposals submitted to the County Project Manager must be based upon the estimate generated through the RS Means online **COSTWORKS CONSTRUCTION ESTIMATOR OR EQUIVALENT ESTIMATING SOFTWARE.**

Estimates shall be generated with RSMeansCOSTWORKS.COM software or equivalent and contractors shall provide the estimate to the County Project Manager. The County Project Manager shall approve the estimates. Invoicing shall be consistent with the estimate provided to the Project Manager. All invoices are required to include the proper purchase order number.

CONTRACTORS QUALIFICATIONS

Contractors will be required to have a minimum of **5 years** experience in service, installations and repairs of facility systems.

CODES AND STANDARDS

All work and materials must conform to all current requirements, codes and standards.

SCOPE OF WORK

The work to be performed under this contract will consist of the repair of building structures under the jurisdiction or responsibility of Mercer County. All work performed will be as directed by the County designee and will be accomplished at the site of the

building, County facility, or contractor's shop depending upon the specific conditions of the work. The work may consist of, but is not limited to: concrete masonry work, carpentry, building structural repair, plumbing and associated pipe work, electrical repair, ironwork, fencing, welding, glazing, painting, site remediation due to water, smoke or fire damage, clean-up, general labor and related work that may be required to complete these repairs.

The intent of this contract is to repair and stabilize building facilities in Mercer County to the original designed and/or constructed condition, or to reinforce, rehabilitate or upgrade said building/structures as directed by the County designee.

The work may be of an emergent nature; therefore the contractor must have available on short notice, the labor, tools, materials and equipment necessary to perform the work. The ability to begin work on a job site in twenty-four (24) hours notice is a material part of this contract. The contractor shall provide all necessary materials other than those provided by the County and access and handling equipment to perform the quality work in a safe manner.

A responsible officer or representative of the contractor's organization may be expected to make field visits to the various project locations with the County designee prior to actual repair work to determine field conditions as well as any special equipment, rigging, scaffolding, tools, etc. which may be necessary to complete the project as expeditiously as possible. No specific payment will be made for any costs incurred by the contractor for any field visits that may be required as described above. All such costs shall be deemed to be included in the various unit prices bid for the items in the contract. **The contractors will be utilized on an as-needed basis and the services and amounts to be contracted are not guaranteed.**

No specific payment will be made for the cost of maintaining the labor, tools and equipment at a ready status. Required trade tools and disposable items (gloves, etc.) are the responsibility of the Contractor. The cost of doing so will be deemed to be included in the prices bid for the various scheduled pay items.

Prior to the start of any operation the contractor shall submit, for the County's approval, the anticipated crew, crew size and the equipment to be used.

WORK HOURS DEFINED

The work of this contract is known to be intermittent and often is of an emergency nature. The contractor is to consider this in the preparation of this bid. The contractor shall provide labor as required during regular hours and overtime.

Regular Hours: 6:00 AM through 5:00 PM Weekdays

Overtime, Weekend and Holiday Overtime shall be paid at 1.3 times the regular hourly rate

SIGN-IN AND SIGN-OUT

The Contractor's crew shall sign in and out at every project site and facility. The crew must sign-in when arriving on premises with the Building Supervisor and sign- out when

leaving the premises. This shall include lunch breaks as well. The County will provide the sign-in sheets. An example of a sign-in sheet is provided in this bid document.

INVOICING

Awarded contractors shall provide detailed invoicing itemizing each trade rate, materials broken out reflecting cost of materials and 10% upcharge. Proof of purchase is required to be submitted with invoice. If work is performed off-site or mobilization required, billing shall be provided to support invoice. Within ten days of paying your employees, certified payrolls shall be submitted to the county designee.

PROMPT PAYMENT

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract and the work has been approved and certified by the Owner's Representative. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

CHANGE ORDERS

All change order requests shall be submitted by the contractor to the Owner's Representative or County Facility Staff. Changes must be authorized in accordance with N.J.A.C. 5:30-11 et seq.

ORTIG

The contractor shall provide in writing to the County, a monthly report itemizing the cost of all work performed and materials provided. This shall be broken down by each using agency.

OVERHEAD AND PROFIT

The contractor shall supply all tools and safety equipment common to the various trades to complete the work required under this contract. The cost thereof shall be included in the various hourly pay items in the proposal. Materials will be paid in accordance with a 10% markup above contractor's cost.

MATERIALS

The County will only pay for materials that have been authorized and used. Contractors shall not exceed a 10% upcharge to wholesale on Materials.

EQUIPMENT

A five (5) percent mark-up will be allowed on approved rental equipment. The County will only provide payment for each and every hour the equipment is actually operating. The County will not be responsible for sitting hours of the equipment, due to the Contractor's inability to perform the work because of delay of man power or materials.

The contractor will be allowed 65 percent of the rental rate blue book on contractor-owned construction equipment. The County reserves the right to provide equipment to the awarded contractor.

WARRANTY

For all work, Contractors understand to have given a personal guarantee stating that all materials used are of first quality and that the Contractor guarantees its applications against defect from faulty workmanship and/or materials for a period of one (1) year. **This is in addition to any guarantee and/or warranty given by the manufacturer of the materials used.**

PERMITS

If required, the contractor shall be responsible and pay for permits and schedule site visits and inspections.

SECURITY CLEARANCES

As a condition of performing work at any County facility and for purposes of determining a person's qualifications as contracted personnel, the contractor shall provide a criminal history record background check for all personnel assigned to work at any County facility.

METHODS OF CONSTRUCTION

The work shall consist of repairs to the various buildings and structures owned and/or maintained by Mercer County. Whenever the need or occasion shall arise, the County shall require the contractor to supply materials, tools and equipment, and labor needed to perform the necessary work.

Details of repairs will be provided by the County to the contractor with a detailed scope of work. Work of emergency nature will require that the contractor have available on twenty-four (24) hours notice any of the materials, tools, equipment and personnel necessary to complete the work in a minimum amount of time. **IF THE EMERGENCY IS A THREAT TO SAFETY AND BUILDING OCCUPANT, IMMEDIATE ACTION AND EQUIPMENT IS REQUIRED.** The Contractor shall provide a 24/7 contact telephone number for their designee should a problem arise, or in the case of an emergency.

STAGING AREA(S)

Staging area(s) for repair operations will be agreed upon at the clarification meeting.

CONTRACTOR'S TEMPORARY OFFICE

The Contractor is responsible for providing all required temporary office space to perform the work.

WELDING

Welding and fabrication of steel structures shall be done in accordance with ANSI/AASHTO/AWS Codes. Certified proof of the qualifications of welders shall be presented by the contractor before fabrication begins, if requested by the County. This certification shall be from a commercial or public testing laboratory. Qualifications of welders shall be based on the requirements of the American Welding Society Structural

Code, AWS based on the requirements of the American Welding Society Structural Code.

DRAWINGS

The Contractor shall provide shop drawings to the County Facility Staff for review and County PM shall approve prior to commencement of work.

TEMPORARY CONSTRUCTION

The Contractor may be required to make temporary repairs to ensure the environment is safe for the public until permanent repairs can be made.

TEMPORARY TOILETS

The Contractor may be required to provide proper and adequate portable, temporary toilet accommodations for all persons employed on the project in accordance with authorities having jurisdiction. Toilets are to be maintained in proper, safe, clean and sanitary manner.

WATER SUPPLY

The Contractor may be required to provide, install and maintain all necessary piping, valves, and connections to provide necessary water for its operation. When temporary water lines are no longer required, they shall be removed by the Contractor and any damaged or disturbed grounds or buildings must be restored to their original condition.

TEMPORARY LIGHT AND POWER

The Contractor may be required to provide all of the electric current and the necessary facilities for its distribution and use as may be required by the project. If authorized by the County, all temporary electricity may come from inside the existing County facility on which the contractor is working. All temporary electrical facilities shall conform to the requirements of the N.J. Uniform Construction Code, and other authorities having jurisdiction. The Contractor shall operate the temporary electrical system during all working hours and during such overtime as may be scheduled in a safe and appropriate manner.

TEMPORARY HEATING

The Contractor may be required to furnish all necessary temporary heating throughout the project. If so, the Contractor shall be responsible for furnishing and paying for all fuel, labor, materials, etc. required to service the necessary temporary heating. The temporary heating apparatus shall be of a type that will not stain, smudge or deface the finished surfaces and other surfaces requiring stain or paint finish, nor in any other way deposit foreign matter that will be detrimental to the finished product.

OCCUPANCY AND WORK BY OTHERS

The bidder expressly acknowledges the County's right to use other contracts and to employ other Contractors in connection with these projects. Should the bidder receive a contract, the bidder will afford other Contractors and their workmen reasonable opportunity for the introduction and storage of materials and equipment and for the execution of their work and will properly coordinate its work with theirs.

FENCING WORK

The County shall request fencing including but not limited to Aluminum coated fencing and vinyl clad chain link fencing, wood stockade fencing; includes material, replacement and installation of fencing; installation, resetting of galvanized and vinyl coated line, corner and gate fence posts; drive anchors; barbed wire removal and installation and Specialty Fencing. Materials for fencing must conform to the all current requirements and standards.

WINDOWS

Safety and performance ratings for the windows shall meet the National Safety Council standards and the National Fenestration Ratings Council for the following performance:

- a. U-value
- b. Air infiltration rate
- c. Water resistance rating
- d. Structural performance
- e. Deglazing
- f. Rated operating force to open window
- g. Visible light transmittance

MANUFACTURER'S DIRECTIONS

The Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.

SEE ATTACHED LISTINGS OF MERCER COUNTY FACILITIES.

BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION

NAME OF BIDDER (PRINTED) _____

AUTHORIZED SIGNATURE _____

NUMBER OF EMPLOYEES _____

NUMBER OF YEARS IN BUSINESS _____

ELECTRICAL LICENSE NUMBER IF APPLICABLE _____

PLUMBING LICENSE NUMBER IF APPLICABLE _____

ESTIMATING SOFTWARE _____

CONTRACTOR IS WILLING TO EXTEND TO COOP MEMBERS YES () NO ()

PROJECTS ESTIMATES MUST BE GENERATED WITH RS MEANS CONSTRUCTION COST ESTIMATOR SOFTWARE OR EQUIVALENT

SAFETY PROGRAM:

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

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

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

3. **Elements of the Program.** Include information and procedures for the following elements:
 - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
 - b. **Traffic Control Coordinator.** Include the name and contact information.
 - c. **Environmental Manager.** Include the name and contact information.
 - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
 - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe

weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.

- f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
- g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
- h. **Employee Disciplinary Policy.** Include the violation forms.
- i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
- j. **Forms.** Include OSHA 300 Log
- k. **Security Policy Guidelines.** Provide a copy for the County.
- l. **Hazard Communication Program.** Provide the following:
 - 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
 - 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
 - 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
- m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
 - 1. Compressed gas cylinders.
 - 2. Confined spaces.
 - 3. Cranes.
 - 4. Electrical.
 - 5. Equipment operators.
 - 6. Fall protection.
 - 7. Hand and power tools.
 - 8. Hearing conservation.
 - 9. Highway safety.
 - 10. Lead.
 - 11. Lock out/tag out.
 - 12. Materials handling, storage, use, and disposal.
 - 13. Night work.
 - 14. Personal protective equipment.
 - 15. Project entry and exit.
 - 16. Respiratory protection.

17. Sanitation.
18. Signs, signals, and barricades.
19. Subcontractors.
20. Trenching.

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

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

CHANGE ORDERS:

All change order requests shall be submitted by the contractor to the Owner's Representative or County Project Manager. Changes must be authorized in accordance with N.J.A.C. 5:30-11 et seq.

The following rates shall apply in computing indirect costs and profit for adjustments. When the contract time is increased as a result of a change, the resulting change in contract amount will include the indirect impact cost of extended performance, computed in accordance with the terms of this article, and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

a. Overhead will be the sum of:

- (1) 15 percent of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen, equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the work.
- (2) 15 percent of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.

b. For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by

176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed only 65 percent of the rental rate on contractor-owned equipment. The County reserves the right to provide equipment to the awarded contractor.

- c. Bond premiums, insurance, payroll taxes, and travel subsistence, if applicable, will be allowed at actual cost for the equitable adjustment allowed.
- d. The prime contractor's profit on the subcontractor's work will be six percent of the subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the prime contractor. The prime contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of subcontractors exists, for the purpose of markups, they shall be treated as one subcontractor.
- e. A profit of six percent, where profit is allowable by the terms of the applicable contract provision, shall be added to the contractor's total cost for the equitable adjustment allowed. Indirect costs will not be duplicated in direct costs.
- f. The General Contractor shall bill unit costs based upon the unit cost proposal provided with the bid.