

CONTRACT AWARD		
CK09MERCER2024-21B OPTION TO EXTEND COUNTY FACILITIES AND SYSTEMS REPAIR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF ONE (1) YEAR BASED UPON THE INDEX RATE		
CONTRACT TERM: FEBRUARY 01, 2026 THROUGH JANUARY 31, 2027		
RESOLUTION NUMBER: 2026-170		
CONTRACT ID	C25-0227	C25-0228
NAME OF BIDDER	GOLDEN CROWN CONTRACTORS, INC.	RICASOLI & SANTIN CONTRACTING CO. INC.
ADDRESS	4099 SOUTH BROAD STREET	4 FERNDALE AVE
CITY, STATE, ZIP	YARDVILLE, NJ 08620	MERCERVILLE NJ, 08619
CONTACT	CHRISTINE LUIZZIA-MCGUIRE	ROBERT J. HEARN JR
TELEPHONE	609 585 0265	609 588 9539
FAX	N/A	609 588 6848
E-MAIL	OFFICE@GOLDENCROWNCONTRACTORS.COM	BOBHEARHJR@YAHOO.COM
NJ SAVI DESIGNATION	SMALL BUSINESS ENTERPRISE	SMALL BUSINESS ENTERPRISE
EXTEND TO COOP	YES	YES
BID BOND	GREATE MIDWEST INSURANCE COMPANY 10% NTE \$20k	SWISS RE. CORP SOLUTIONS 10% NTE 20K
CONSENT OF SURETY	CRAIG H. MEEKER POA	VICENT GIORGIO POA
NUMBER OF EMPLOYEES	6	15
NUMBER OF YEARS IN BUSINESS AND NUMBER OF EMPLOYEES	47	40
PW CONTRACTOR REGISTRATION	603521 EXPIRES 3.31.27	603759 EXPIRES 2.26.28
GENERAL CONTRACTORS LICENSE	13VH10144100, EXP. 3.31.2027	13VH09681000 EXPIRES 3.31.27
ELECTRICAL/HIGH VOLTAGE ELECTRICAL LICENSE IF APPLICABLE	ZSENAK ELECTRIC PW#643374, EXP. 03.18.2027; LIC. 34EB01152000 EXP. 3.31.2027; BRC'S 0869918, OK.	
PLUMBING LICENSE IF APPLICABLE	COOPER PLUMBING & MECHANICAL, PW # 628846 EXP. 1.27.27; LIC. 13VH10144100; BRC 0962710, OK	
ESTIMATING SOFTWARE	RS CONSTRUCTION	RS CONSTRUCTION
ASBESTOS ABATEMENT LICENSE IF APPLICABLE		ABATETECH INC., PW. #68006 EXPIRES 5.02.2027; NJBRC. 0098162, OK
DEBARRED	NO	NO
NEW JERSEY BUSINESS REGISTRATION	0068224 OK	0087959, OK
CONTINUITY OF SERVICES	YES	YES
EXCEPTIONS	NONE	NONE

RICASOLI & SANTIN CONTRACTING CO. INC.

ADDITIONAL 2.00% MARKUP WILL BE APPLIED TO CURRENT LISTED LABOR RATES IN RECOGNITION OF THE LOCAL PUBLIC CONTRACTS LAW INDEX RATE EFFECTIVE SEPTEMBER 25, 2025

CK09MERCER2024-21B REBID OF 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 ONE(1) YEAR BASED UPON THE INDEX RATE

BIDDERS NAME: RICASOLI & SANTIN CONTRACTING

THE COUNTY WILL AWARD TWO (2) CONTRACTS TO GENERAL CONTRACTING BUSINESSES BASED UPON THE LOWEST GRAND TOTAL AMOUNT LISTED UNDER TRADE DISCIPLINE (A) MATERIALS

TRADE DISCIPLINE (A)	ESTIMATED NUMBER OF HOURS	INSERT HOURLY LABOR RATE	TOTAL
CARPENTER	200	\$ 140.00	\$ 28,000.00
LABORER CLASS A	600	\$ 110.00	\$ 66,000.00
IRON WORKER	200	\$ 165.00	\$ 33,000.00
WELDER	100	\$ 165.00	\$ 16,500.00
EQUIPMENT OPERATOR	200	\$ 146.00	\$ 29,200.00
GLAZIER (WINDOWS)	200	\$ 150.00	\$ 30,000.00
PAINTER	400	\$ 124.00	\$ 49,600.00
ELECTRICIAN	600	\$ 157.00	\$ 94,200.00
HOURLY RATE: ASBESTOS REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 143.00	\$ 14,300.00
ALL FENCING INCLUDING WOOD, CHAIN LINK, ALUMINUM OR PVC	200	\$ 130.00	\$ 26,000.00
HOURLY RATE: MOLD REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 143.00	\$ 14,300.00
GRAND TOTAL COST			\$ 401,100.00

THE COUNTY WILL AWARD ONE (1) CONTRACTOR PER EACH TRADE DISCIPLINE (B)

TRADE DISCIPLINE (B)	ESTIMATED NUMBER OF	INSERT HOURLY LABOR RATE	TOTAL
HOURLY RATE: LEAD REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY	100	\$ 143.00	\$ 14,300.00
TOTAL COST			\$ 14,300.00

GOLDEN CROWN CONTRACRACTING INC.

ADDITIONAL 2.00% MARKUP WILL BE APPLIED TO CURRENT LISTED LABOR RATES IN RECOGNITION OF THE LOCAL PUBLIC CONTRACTS LAW INDEX RATE EFFECTIVE SEPTEMBER 25, 2025

CK09MERCER2024-21B REBID OF 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 ONE(1) YEAR BASED UPON THE INDEX RATE

BIDDERS NAME: GOLDEN CROWN CONTRACTORS INC.

THE COUNTY WILL AWARD TWO (2) CONTRACTS TO GENERAL CONTRACTING BUSINESSES BASED UPON THE LOWEST GRAND TOTAL AMOUNT LISTED UNDER TRADE DISCIPLINE (A) MATERIALS

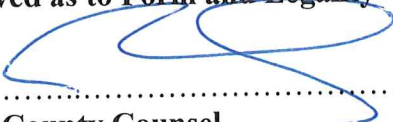
TRADE DISCIPLINE (A)	ESTIMATED NUMBER OF HOURS	INSERT HOURLY LABOR RATE	TOTAL
CARPENTER	200	\$ 128.00	\$ 25,600.00
LABORER CLASS A	600	\$ 92.00	\$ 55,200.00
IRON WORKER	200	\$ 150.00	\$ 30,000.00
WELDER	100	\$ 150.00	\$ 15,000.00
EQUIPMENT OPERATOR	200	\$ 130.00	\$ 26,000.00
GLAZIER (WINDOWS)	200	\$ 130.00	\$ 26,000.00
PAINTER	400	\$ 118.00	\$ 47,200.00
ELECTRICIAN	600	153	\$ 91,800.00
HOURLY RATE: ASBESTOS REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 162.00	\$ 16,200.00
ALL FENCING INCLUDING WOOD, CHAIN LINK, ALUMINUM OR PVC	200	\$ 120.00	\$ 24,000.00
HOURLY RATE: MOLD REMEDIATION AND ABATEMENT UNDER DIRECTION OF COUNTY CONTRACTED ENGINEERING FIRM	100	\$ 162.00	\$ 16,200.00
GRAND TOTAL COST			\$ 373,200.00

THE COUNTY WILL AWARD ONE (1) CONTRACTOR PER EACH TRADE DISCIPLINE (B)

TRADE DISCIPLINE (B)	ESTIMATED NUMBER OF	INSERT HOURLY LABOR RATE	TOTAL
HIGH VOLTAGE ELECTRICIAN	300	\$ 185.00	\$ 55,500.00
CEMENT MASON	800	\$ 118.00	\$ 94,400.00
PLUMBER/PIPEFITTER	600	\$ 150.00	\$ 90,000.00
TOTAL COST			\$ 239,900.00

Approved as to Form and Legality

Date



 County Counsel

February 24, 2026

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO “EXERCISE AN OPTION TO EXTEND” THE AWARD OF BID CONTRACT TO MULTIPLE VENDORS FOR COUNTY SYSTEMS AND FACILITY REPAIRS FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF ONE (1) YEAR. PERIOD: FEBRUARY 1, 2026 THROUGH JANUARY 31, 2027. TOTAL AMOUNT NOT TO EXCEED \$618,755.79 (CK09MERCER2024-21B) (FY2026 FUNDS)

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 system and facility repairs for use by the County of Mercer and the Mercer County Cooperative Contract Purchasing System for the period of one (1) year with an option to extend one (1) year, as per Resolution No. 2025-247, adopted March 13, 2025 ; and,

.....
 Clerk to the Board

RECORD OF VOTE													
COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.	COMMISSIONERS	Aye	Nay	N.V.	Abs.	Res.	Sec.
Cimino	X						Melker	X					
Frisby	X				✓		Walter	X					
Lewis	X					✓	Stokes	X					
McLaughlin	X												

X—Indicates Vote Abs.—Absent N.V.—Not Voting
 Res.—Resolution Moved Sec.—Resolution Seconded

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WHEREAS, the County of Mercer is desirous of exercising the Option to Extend the Award of Bid contract for County systems and facilities repairs for use by the County of Mercer and the Mercer County Contract Purchasing System for the period of February 1, 2026 through January 31, 2027, in an amount not to exceed \$618,755.79 for the following vendors:

AWARDED VENDORS

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

**GOLDEN CROWN CONTRACTORS, INC. (SBE & WBE FIRM)
4099 SOUTH BROAD STREET
YARDVILLE, NJ. 08620**

WHEREAS, the Chief Financial Officer has certified the funds for the year 2026 are available pursuant to the 2026 temporary Mercer County Budget; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to "exercise the Option to Extend" the Award of Bid Contract with multiple vendors for County system and facility repairs for use by the County of Mercer and the Mercer County Cooperative Contract Purchasing System for the period of February 1, 2026 through January 31, 2027 in an amount not to exceed \$618,755.79 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 and an executed copy of the Option to Extend to the Purchasing Agent for further distribution.

.....*Lillian Bianchi - Oct 27*.....
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 ONE (1) YEAR BASED UPON THE INDEX RATE

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 one (1) year based upon the index rate established by the New Jersey Department of Consumer Affairs, Division of Local Government Services. **All questions may be submitted via Bidnet question portal or via email to ohibbert@mercercounty.org by January 7, 2025.**

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 New Jersey Building Code requirements per N.J.A.C. 5:23 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. **VENDORS ARE RESPONSIBLE FOR PAYMENT OF ALL BONDS AND PERMITS**

WORK HOURS DEFINED

The work of this contact 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 1.5 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 New Jersey Department of Environmental Protection Remediation requirements.

CONTRACT AWARD AND TERM

Contracts shall be awarded to multiple contractors per the disciplines listed in the proposal. The County designee shall act as the project manager. Contracts shall be awarded for a period of one (1) year with an option to extend one (1) year.

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.

Trade Discipline (A) will be awarded to (2) General Contracting Businesses based upon the lowest grand total cost listed under Trade Discipline A. Awarded contractor must provide pricing for all trades listed.

Trade Discipline (B) each discipline will be awarded to one (1) vendor whom provides the lowest total cost

The County will pay the awarded vendor per the 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, proposals should be broken out by the hourly rates per trade 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. PLEASE NOTE UPCHARGE WILL REMAIN AT 10% FOR MATERIALS AT ALL TIMES. ALL ESTIMATES MUST BE ITEMIZED AND BROKEN OUT FOR EACH MATERIAL AND LABOR RATES PER CONTRACT AWARD. EACH LINE MUST BE LISTED. BLANKET ESTIMATES WITHOUT ITEMIZATION WILL BE SEEN AS NONCOMPLIANCE

PROPOSAL REQUEST PROCEDURES

The County will not pay contractors for travel time or the time it takes to provide estimates. The contractors must respond to quote request from county agencies within 48 hours. Upon site visit, all estimates must be provided in a period of 5 business days from the date of contact. Contractors must provide estimates if contacted. Failure to provide estimates in allotted time will be considered a breach of contract. If the contractor determines they are not equipped to perform the duties and provide an estimate, the contractor must communicate this information to contract representative within the allotted timeframe of 5 business days.

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 RS Means 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.

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, bid number and resolution number. No work shall commence until a contractor obtains a purchase order. Failure to obtain purchase order prior to beginning work may result in delay of payment or non-payment EXCEPT for cases of Emergency at which time the approval by a County Representative will be provided.

CONTRACTORS QUALIFICATIONS

Contractors will be required to have a minimum of 5 years' experience in service, installations and repairs of facility systems. **VENDOR MUST PROVIDE PROOF OF EXPERIENCE.**

CODES AND STANDARDS

All work and materials must conform to all current requirements, codes and standards per New Jersey Building Codes N.J.A.C. 5:23.

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. NO MORE THAN 10% PERCENTAGE UPCHARGE IS PERMITTED FOR MATERIALS.

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 **MUST** submit, for the County's approval, the anticipated crew, crew size and the equipment to be used.

WORK HOURS DEFINED

The work of this contact 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 1.5 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 with no more than 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 Project Manager. Changes must be authorized in accordance with N.J.A.C. 5:30-11 et seq. Situations involving the differing or changed conditions described in P. L. 2017, c. 317, N.J.S.A. 40A: 11 16.7 et seq., shall be reviewed and addressed in accordance with said law.

NEW JERSEY PREVAILING WAGE ACT AND PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Bidders shall comply and adhere to all requirements of the New Jersey Prevailing Wage Act and Public Works Contractor Registration Act. ***The County of Mercer may terminate work if workers are paid less than prevailing wage.***

CERTIFIED PAYROLLS

The awarded contractor shall submit certified payroll records to the County designee within ten (10) days of the payment of wages. The awarded contractor is responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period to the County designee. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

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 no more than 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 55

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 will be responsible for payment relative to 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) hour 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 Project Manager shall approve prior to commencement of work.

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.

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 reviewed and authorized in accordance with P. L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq., as applicable, and N.J.A.C. 5:30- 11 et seq. The following rates shall apply in computing indirect costs and profit for adjustments in situations not involving differing or changed conditions covered by P.L. 2017, c. 317, N.J.S.A. 40A: 11-16.7 et seq. 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.

1. All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date of P.L.2017, c.317 (C.40A:11-16.7 et seq.) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein, and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following differing site conditions provisions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

(2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

(3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.

(4)

(a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

(5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

(6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

(1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the

contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4)

(a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3)

(a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2)

(a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4)

(a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."