

PROPOSAL DATE: Thursday, February 23, 2023 @ 2:00 PM

****RETURN TO DIRECTOR OF PURCHASING'S OFFICE****

CONTRACT DOCUMENTS

REQUEST FOR QUALIFICATIONS FOR

PROFESSIONAL SERVICES FOR THE INSPECTION

OF VARIOUS WARREN COUNTY

CONSTRUCTION PROJECTS FOR 2023-2025

COUNTY OF WARREN

CONTRACT #WC2313FO

WILLIAM G. GLEBA, P.E.
COUNTY ENGINEER

LINDA J. READ, P.E.
ASSISTANT COUNTY ENGINEER

INSTRUCTION TO PROPOSERS

1. All Qualification Statements shall be made with typewriter, printer, or pen. Qualification Statements showing any erasure or alteration must be initialed by the proposer in ink. Each Qualification Statements must be signed in ink by person authorized to do so.
2. The Proposer must comply with all Local, State and Federal laws, rules and regulations applicable to this contract and to the work to be done hereunder.
3. Qualification Statements incorporating deviations which, in the opinion of the Director of Purchasing, are a clear departure from the intent and purpose of these specifications will not be considered.
4. By submitting a Qualification Statement, the Proposer covenants and agrees that he has satisfied himself from his own investigation of the condition to be met, that he fully understands his obligations, and that he will not make any claim for, or have a right to, cancellation or relief of the contract because of any misunderstandings or lack of information.
5. Determination of the Qualification Statements best meeting the needs of this program, price and other factors considered, will be the sole responsibility of Warren County.
6. The Qualification Statements shall be in effect for two (2) years from date of receipt, unless otherwise stated.
7. The Proposer, if awarded a contract, agrees to protect, defend, and save harmless the County against any damage for payment or the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order of contract, and further agrees to indemnify and save harmless the County from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties due to any negligent acts of the Proposer, his servants or agents.
8. The consultant shall maintain sufficient worker's compensation, general liability, automobile insurance, and professional liability insurance, which shall be subject to approval by the County for adequacy of protection, and certificates of such insurance shall be provided to the County, when required.
9. Award will be made by Warren County Board of County Commissioners on a project by project basis when needed for construction projects during 2023 and 2024. Awards will be made to the most advantageous Proposal, price and other factors considered.
10. Non-Collusion Affidavit must be completed and included with Proposal.
11. Complete and return Statement of Ownership Disclosure Certification, N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)
12. Complete and return the Disclosure of Investment Activities in Iran.
13. Complete and return the Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
14. Qualification Statements may be hand delivered or mailed. In the case of mailed Qualification

INSTRUCTION TO PROPOSERS

Statements, the County assumes no responsibility for Qualification Statements received after the designated date and time and will return any late submittal to the Proposer unopened.

15. In order to submit a complete Qualification Statement, all forms must be executed and returned with the required items outlined on the proposal form.
16. Proposers are required to comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27, as set forth in Exhibit A. Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - a. Letter of Federal approval, or
 - b. A certificate of employee information report approval, issued in accordance with N.J.A.C.17:27-4; or
 - c. An employee information report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.
17. Proposers are required to comply with P.L. 2004, C. 57 (N.J.S.A. 52:32-44) New Jersey Business Registration Requirements.
18. The County reserves the right to reject any or all Qualification Statements, or to waive any minor informality in the Proposals, should it be deemed in the best interest of the County to do so.
19. All questions regarding any aspects of this RFQ should be directed to:

William G. Gleba, P.E., County Engineer
165 County Route #519 South
Belvidere, New Jersey 07823-1949
Phone 908-475-6545
20. Qualification Statements must be received in the Office of the Warren County Purchasing Director no later than 2:00 p.m. on Thursday, February 23, 2023 at which time they shall be publicly opened and read. Qualification Statements (one original) shall be submitted in a sealed envelope, marked as “QUALIFICATION STATEMENT FOR PROFESSIONAL SERVICES FOR THE INSPECTION OF VARIOUS WARREN COUNTY CONSTRUCTION PROJECTS FOR 2023-2025” on the outside, to:

County of Warren Director of Purchasing
Wayne Dumont Jr. Administration Building
165 County Route #519, South
Belvidere, NJ 07823
Fax 908-475-6566



**COUNTY OF WARREN
QUALIFICATION STATEMENT**

**PROFESSIONAL SERVICES FOR THE
INSPECTION OF VARIOUS WARREN COUNTY
CONSTRUCTION PROJECTS FOR 2023-2025**

A. INTENT

The Board of County Commissioners of the County of Warren, New Jersey, wish to develop a pool of qualified inspectors for use on various anticipated road, drainage, culvert, and bridge projects over the next two years as funding becomes available and on emergency projects as needed. The Qualification Statements will be submitted and evaluated for two categories as follows:

1. Reconstruction and Repair of County Roads and Drainage – These projects are usually in the \$200,000 to \$1,500,000 range and may include work by developers or utilities under County Highway Construction Permits.
2. Reconstruction and Repair of County Bridges and Culverts – These projects are usually in the \$250,000 to \$1,500,000 range and may require full time or part time inspection.

The resident project representative will report to the County Engineer's Office staff during the course of each project.

B. GENERAL REQUIREMENTS AND SCHEDULE

ONLY THE FOLLOWING ITEMS WILL BE SUBMITTED WITH THE EXECUTED PROPOSAL DOCUMENTS:

1. One page résumé of each inspector's education and experience on five (5) projects of similar size and scope for each category that they wish to be considered. Provide a description of the project, duties of the inspector, and references.
2. Insurance coverage information.
3. N.J. Business Registration Certificate
4. Certificate of Employee Information Report
5. If rates for more than one inspector are provided, a separate qualifications and experience sheet must be provided for each inspector.

C. RATE SCHEDULE

1. Reconstruction and Repair of County Roads and Drainage.

Inspector #1 Hourly Billing Rate = \$ _____

Inspector #2 Hourly Billing Rate = \$ _____

Inspector #3 Hourly Billing Rate = \$ _____

2. Reconstruction and Repair of County Bridges and Culverts.

Inspector #1 Hourly Billing Rate = \$ _____

Inspector #2 Hourly Billing Rate = \$ _____

Inspector #3 Hourly Billing Rate = \$ _____

Additional inspectors with comparable experience may be substituted for any of the above at the rate quoted at the discretion of the County.

All rates will be in effect for a two (2) year period from the date the RFQ is received. **All mileage, copies, phone service, reproductions and all administrative and miscellaneous per diem costs shall be included in the above hourly rates. Each inspector shall have a mobile phone and a stand alone digital camera on the job at all times.**

Travel time is not billable. Only actual hours on the job as reflected on the daily inspection sheets shall be invoiced to the County. Additional work as directed by the County Engineer may be billed as approved.

D. AWARD

Contracts will be awarded for these services based on qualifications, experience, availability of personnel, cost, availability of funds, etc. on a project by project basis. The County will be the sole judge as to the most advantageous proposal submitted.

TO: WARREN COUNTY BOARD OF COUNTY COMMISSIONERS

The undersigned, having carefully examined the Request For Qualifications, and form of contract for the work named above, agrees to contract to carry out and complete said work as specified and delineated at the prices stated in the Rate Schedule.

Date _____

Signature

(Corporate Seal)

Name & Title

Company

Address

Telephone _____



**COUNTY OF WARREN
NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

ss:

COUNTY

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

I am _____ of the firm of _____, the bidder making the Proposal for the above named project, and that I executed the Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Warren relies upon the truth of the statements contained in said Proposal and in the statement contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ (N.J.S.A. 52:34-15).

(Name of Contractor)

Subscribed and sworn before me this

____ Day of _____, _____

SIGNATURE

TYPE OR PRINT NAME OF AFFIANT

Notary Public of

(CORPORATE SEAL)

My commission expires _____, _____



**COUNTY OF WARREN
STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of
Organization:** _____

**Organization
Address:** _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the (name of contracting unit) _____ is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with (type of contracting unit) _____ to notify the (type of contracting unit) _____ in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the (type of contracting unit) _____ to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	



**COUNTY OF WARREN
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____ **Respondent:** _____

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

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

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

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

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

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

NAME: _____ Relationship to Respondent _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Respondent/Offeror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Warren County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County to notify the County in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Warren County, New Jersey and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT / BID SOLICITATION TITLE CONTRACT / BID SOLICITATION No. _____

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([P.L. 2022, c.3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a County agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarusⁱⁱ. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the [Department of the Treasury's list](#) of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus **and** is not engaged in prohibited activities in Russia or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.

Description of Prohibited Activity (*Attach Additional Sheets If Necessary.*)

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)

D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consistent with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and/or Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set forth below. (*Attach Additional Sheets If Necessary.*)

Signature of Vendor's Authorized Representative

Date

Print Name and Title of Vendor's Authorized Representative

Vendor's FEIN

Vendor's Name

Vendor's Phone Number

Vendor's Address (Street Address)

Vendor's Fax Number

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

Definitions

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). ⁱⁱ Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

NJ Rev. 11.28.2022



**COUNTY OF WARREN
CORPORATE CHARTER CERTIFICATION**

ALL CORPORATE BIDDERS MUST COMPLETE THIS FORM.

I, _____, an officer of
_____, the bidder herein do hereby
certify that the corporate charter of said corporation is valid and in good standing as of the date hereof.

I certify that the foregoing statements made by me are true. I am aware that if any of the
foregoing statements made by me are willfully false, I am subject to punishment.

Dated: _____

By: _____

TYPE OR PRINT NAME AND TITLE

(CORPORATE SEAL)

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS P.L. 1975, c.127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, the contractor should present one of the following to the Purchasing Agent:

1. A letter from the U.S. Department of Labor that the contractor has an existing, federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. An Affirmative Action Employee Information Report (Form AA302)
OR
4. All successful contractors must submit at signing of the contract, an Initial Project Manning Report (AA201), for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request). **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, c. 127.**

The following questions must be answered by all bidders:

1. Do you have a federally approved or sanctioned Affirmative Action Program?

YES _____ NO _____

If yes, please submit a photostatic copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

YES _____ NO _____

If yes, please submit a photostatic copy of such certificate.

THE UNDERSIGNED CONTRACTOR CERTIFIES THAT HE IS AWARE OF THE COMMITMENT TO COMPLY WITH THE REQUIREMENTS OF P.L. 1975, c. 127 AND AGREES TO FURNISH THE REQUIRED DOCUMENTATION TO THE LAW.

COMPANY

SIGNATURE

TITLE

NOTE: A CONTRACTOR'S BID MUST BE REJECTED AS NON-RESPONSIVE IF A CONTRACTOR FAILS TO COMPLY WITH REQUIREMENTS OF P.L. 1975, c. 127 WITHIN THE TIME FRAME.



COUNTY OF WARREN AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT A (REVISED 4/10)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

NEW JERSEY BUSINESS REGISTRATION

The contractor must include proof of business registration at the time it submits a bid or proposal in response to a request for bids or proposals. For all other transactions, proof of business registration must be submitted before the issuance of a purchase order or contracting document.

The contract shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not provided under a contract with a contracting agency.



**COUNTY OF WARREN
CONTRACT AGREEMENT**

**PROFESSIONAL SERVICES FOR THE
INSPECTION OF VARIOUS WARREN COUNTY
CONSTRUCTION PROJECTS FOR 2023-2025**

THIS AGREEMENT made between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WARREN** of **BELVIDERE, NEW JERSEY**, party of the first part, and _____, of _____, party of the second part.

WITNESSETH, that said party of the second part, for and in consideration of the payments hereinafter specified and agreed to be made by the party of the first part, hereby covenants and agrees to furnish and deliver all materials, goods or services in strict conformity with the contract documents hereto annexed, which said contract documents are hereby made part of this Agreement as fully and with the same effect as if the same has been set forth in the body of this agreement.

THE PARTY of the first part agrees to make payment of all proper charges for materials and/or labor required in the aforementioned work as detailed in the bid of the party of the second part and the specifications of the party of the first part; the party of the second part agrees to indemnify, save, defend and hold harmless the party of the first part, its officers, agents and servants, and each and every one of them, against and from all suits, claims and costs of every kind and description and from all damages to which said party of the first part or any of its officers, agents or servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of said work or through the negligence of said party of the second part or any of its officers, agents or servants or through any improper or defective machinery, implements, goods, materials or appliances used or supplied by the party of the second part in the aforesaid work or through any negligent act or omission on the part of the said party of the second part or any of its officers, agents or servants.

IN CONSIDERATION OF these promises, the party of the first part hereby agrees to pay the party of the second part for said work when completed in accordance with the said specifications and within the time stated for the actual authorized work done under each item scheduled in the proposal at the respective prices bid therefor by the party of the second part, which payment according to the estimated quantities will amount to sum of \$_____. All contracts are subject to the availability and appropriation of funds for the current year. Additional funds may be certified upon adoption of the temporary and/or permanent budgets for the next fiscal year.

THE DURATION of the contract shall be for 24 months unless delays in permitting, funding, bidding, or construction requires this phase of the project to be extended as directed by the County Engineer.

THIS AGREEMENT represents the full and complete understanding of the parties hereto and said parties warrant that there are no other representations or understandings between same regarding the subject matter hereof.

THIS CONTRACT is to be binding upon the party of the first part, its successors or assigns and upon the party of the second part and its successors or assigns.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed this _____ day of _____, 2023, in accordance with the approved Contract Documents and the resolution approving the award dated _____, 2023.

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WARREN
165 COUNTY ROUTE #519 SOUTH
BELVIDERE, NJ 07823-1949**

ATTEST: _____
Alex J. Lazorisak, Clerk

BY: _____
Lori Ciesla, Director

(Consultant)

DATE: _____

(Address)

ATTEST: _____

BY: _____
Signature

Print or Type Name and Title

Print or Type Name and Title

(CORPORATE SEAL)

EXHIBIT "B"

SCOPE OF SERVICES **DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY** **OF THE RESIDENT PROJECT REPRESENTATIVE**

A. GENERAL

The County of Warren (hereinafter called the COUNTY) requires the services of a licensed PROFESSIONAL to provide the services of a Resident Project Representative. The Resident Project Representative is the County ENGINEER'S (hereinafter called the ENGINEER) agent on the project. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be only with the ENGINEER and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor.

The PROFESSIONAL shall not commence work until directed by the ENGINEER.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will as directed:

1. Schedules - Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by the Contractor and consult with the ENGINEER concerning their acceptability.
2. Conferences - Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences, as required, in consultation with the ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison
 - a. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist the ENGINEER in serving as COUNTY'S liaison with the Contractor when the Contractor's operations effect County operations.
 - b. As requested by the ENGINEER, assist in obtaining additional details or information, when required at the job site, for proper execution of the work.
4. Equipment
 - a. Be properly attired and have all necessary personal protective gear available. This safety equipment shall include proper footwear, hardhat, reflective safety vest, eye protection, ear protection, work gloves, inclement weather gear, etc. as needed and in accordance with OSHA standards.
 - b. Have a cellular phone for communications and a digital camera at all times.
5. Shop Drawings and Samples
 - a. Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by the Contractor, and notify the ENGINEER of their availability for examination.
 - b. Advise the ENGINEER and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the ENGINEER.
6. Review of Work, Rejection of Defective Work, Inspections and Tests
 - a. Conduct on-site observations of the work in progress to assist the ENGINEER in determining if the work is proceeding in accordance with the contract documents and that completed work

- will conform to the contract documents.
- b. Report to the ENGINEER whenever he believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or does not meet the requirements of any prior inspections, tests or approval required to be made or has been damaged prior to final payment; and advise the ENGINEER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Advise the Contractor whenever he observes a condition or practice that is not in conformance with the specifications and may result in a safety problem. He will also immediately advise the ENGINEER of the situation and record all conversations on the daily inspection report.
 - d. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the contract documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER appropriate details relative to the test procedures and startups.
 - e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to the ENGINEER.
7. Interpretation of Contract Documents - Transmit to the Contractor the ENGINEER'S clarifications and interpretations of the contract documents.
 8. Modifications - Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report them with recommendations to the ENGINEER.
 9. Records
 - a. Maintain at the job site orderly files for correspondence, contract pay items completed by the contractor, reports of job conferences, shop drawings and samples submissions, reproductions or original contract documents including all addenda, change orders, field order, additional drawings issued subsequent to the execution of the contract, the ENGINEER'S clarifications and interpretations of the contract documents, progress reports, and other project related documents.
 - b. Keep a daily diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the ENGINEER.
 - c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 10. Reports
 - a. Furnish the ENGINEER periodic reports, as required, of progress of the work and the Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Report immediately to the ENGINEER upon occurrence of any accident.
 11. Payment Requisitions - Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to the ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
 12. Certificates, Maintenance and Operation Manuals - During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to the ENGINEER for his review prior to final acceptance of the work.
 13. Completion
 - a. Before the ENGINEER issues a Certificate of Substantial Completion, submit to the

Contractor a list of observed items requiring completion or correction.

- b. Conduct final inspection in the company of the ENGINEER and the Contractor, and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

C. LIMITS OF AUTHORITY

Except upon written instructions of the ENGINEER, the Resident Project Representative:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on the ENGINEER'S authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor's superintendent, or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.

D. FEE AND PAYMENT

1. The contract fee will be the final proposal amount agreed upon.
2. Payments will be made to the PROFESSIONAL approximately monthly based on the actual services performed.
3. Invoices will be paid within sixty (60) days of the receipt of the completed voucher with all required documentation.

E. REIMBURSABLE EXPENSES

1. All reimbursable expenses will be included in the basic contract fee or in the hourly billing rates for additional services.
2. No separate payment will be made for normal reimbursable expenses.

F. AFFIRMATIVE ACTION REQUIREMENTS

The PROFESSIONAL will comply with all applicable affirmative action requirements as defined in Exhibit "A".

G. LIABILITY INSURANCE

The PROFESSIONAL will maintain professional liability insurance at the current COUNTY limits. The PROFESSIONAL'S insurance shall protect, defend and save harmless the COUNTY from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties due to any acts of the proposer, his servants or agents.

H. ACCOUNTING RECORDS

Records of the PROFESSIONAL'S Direct Personnel, Consultant Costs and Expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the COUNTY or his authorized representative at mutually convenient times.

I. SUCCESSORS BOND, ASSIGNMENT

This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties, and neither party shall assign, sublet or transfer his interest in this Agreement without written consent of the other.

J. TERMINATION

1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
2. The COUNTY may, at its discretion and at its convenience, terminate the contract at any time without cause.
3. In the event of any termination, the PROFESSIONAL will be paid for all services rendered to the date of termination.
4. All designs and documents produced prior to the date of termination shall be the ownership of the COUNTY. All costs for copies and reproductions of work after the date of termination shall be reimbursable.