

**PROPOSALS WILL BE RECEIVED AT THE
WARREN COUNTY PURCHASING DEPARTMENT UNTIL:**

****1:30 P.M. WEDNESDAY, AUGUST 28, 2024 ****

**REQUEST FOR QUALIFICATIONS
FOR
PROFESSIONAL ENGINEERING SERVICES FOR
CORING, BITUMINOUS TESTING AND CONCRETE
TESTING SERVICES ON VARIOUS WARREN COUNTY
PROJECTS
FOR 2024 - 2026**

COUNTY OF WARREN

CONTRACT #WC2467FO

**WILLIAM G. GLEBA, P.E.
COUNTY ENGINEER**

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

INSTRUCTIONS TO PROPOSERS

1. All Proposals shall be made with typewriter, printer, or pen. Proposals showing any erasure or alteration must be initialed by the proposer in ink. Each Proposal must be signed in ink by person authorized to do so.
2. Insert prices for furnishing all of the material and/or labor described or required. All prices shall be less Federal Excise and State Sales Tax.
3. Payments will be made upon the approval of vouchers submitted by the successful Proposer in accordance with the requirements of the Board of County Commissioners and subject to the Board of Commissioners' customary procedures.
4. 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.
5. Proposals incorporating deviation 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.
6. By submitting a Proposal, 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.
7. Determination of the Proposal best meeting the needs of this program, price and other factors included, will be the sole responsibility of Warren County.
8. The contract shall be in effect for two (2) years from date of award, unless otherwise stated.
9. 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.
10. 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.
11. Award will be made by Warren County Board of County Commissioners within sixty (60) days after receipt of Proposals, unless at the request of the County, the Proposers consent to the holding of their Proposals for a reasonable extended period of time for consideration, as provided by N.J.S.A. 40A:11-24(a). Award will be made to the most advantageous Proposal, price and other factors considered.
12. Non-Collusion Affidavit must be completed and included with Proposal.
13. Complete and return Statement of Ownership Disclosure, P. L. 1977, c. 33 (N.J.S.A. 52:25-24.2).

INSTRUCTIONS TO PROPOSERS

14. Complete and return the Disclosure of Investment Activities in Iran Form.
15. Complete and return Certification of Non-Involvement in Prohibited Activities in Russia or Belarus.
16. Proposals may be hand delivered or mailed. In the case of mailed proposals, the County assumes no responsibility for proposals received after the designated date and time and will return any late submittal to the Proposer unopened.
17. In order to submit a complete Proposal, all forms must be executed and returned with the required items outlined on the proposal form.
18. Bidders 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.
19. Bidders are required to comply with P.L. 2004, C. 57 (N.J.S.A. 52:32-44) New Jersey Business Registration Requirements.
20. The right to reject any or all proposals and to waive immaterial formalities is reserved by the Warren County Board of County Commissioners.
21. Sealed Proposals must be received in the Office of the Warren County Purchasing Director no later than 1:30 p.m. on Wednesday, August 28, 2024 at which time they shall be publicly opened and read.
22. Proposals (one original and one copy) shall be submitted in a sealed envelope, marked as PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR CORING, BITUMINOUS TESTING AND CONCRETE TESTING SERVICES on the outside, to:

County of Warren Director of Purchasing
Wayne Dumont Jr. Administration Building
165 County Route #519, South
Belvidere, NJ 07823
23. Respondents are expected to examine the RFP with care and observe all its requirements. All questions about the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the Warren County Board of County Commissioners or their designee in response to such comments and questions, will be issued by addenda delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.
24. Whenever the estimated quantities of work to be done are shown in any sections of the RFP, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed

INSTRUCTIONS TO PROPOSERS

reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.



**COUNTY OF WARREN
PROPOSAL**

**PROFESSIONAL ENGINEERING SERVICES
FOR CORING, BITUMINOUS TESTING AND CONCRETE
TESTING SERVICES ON VARIOUS
WARREN COUNTY PROJECTS
FOR 2024-2026**

A. INTENT

It is the intent of Warren County, through this solicitation, to hire an engineering firm to provide Professional Engineering Services for the above project.

Contracts for each project will be awarded based on qualifications, experience, availability of funds, etc.

B. GENERAL REQUIREMENTS AND SCHEDULE

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

1. One page outline of the qualifications and experience of the key staff to be assigned to the project and all sub consultants.
2. One page description of the firm's experience on five (5) County paving projects in the \$500,000 to \$5,000,000 range. Provide the project name, owner with contact information, location, dates, a brief description of the scope of the project, the coring and testing fee, and the construction cost.
3. One page résumé of the Project Manager's education, qualifications, experience and references for similar type projects.
4. One page outline of the qualifications and experience of the plant inspectors to be assigned to the project.
5. Standard billing rates for related services for staff and miscellaneous charges.
6. All necessary lab certifications.
7. Insurance coverage.

C. FEE SCHEDULE – Basic Services

1. Bituminous Coring & Testing (6” cores)	One (1) or Two (2) Lots	@ _____	per Lot
	Three (3) or More Lots	@ _____	per Lot
2. Bituminous Coring & Testing (8” cores)	One (1) or Two (2) Lots	@ _____	per Lot
	Three (3) or More Lots	@ _____	per Lot
3. Bituminous Coring (4” cores)	One (1) or Two (2) Lots	@ _____	per Lot
	Three (3) or More Lots	@ _____	per Lot
4. Additional Traffic Control Flagger		@ _____	per Day
5. Nuclear Density Testing		@ _____	per Day
6. In Plant Inspection- Hot Mix Asphalt		@ _____	per Day
	Overtime Rate	@ _____	per Hour
7. Concrete Field Technician		@ _____	per Hour
8. Pickup of Concrete Test Cylinders		@ _____	per Trip
9. Compressive Strength of Test Cylinders		@ _____	per Cylinder

** All mileage, copies, phone service, reproductions, miscellaneous per diem costs, etc., shall be included in the above proposal costs. A normal work day is 8 hours.

D. ADDITIONAL SERVICES

1. Include a schedule of additional services with rates that your firm can provide if requested.

E. AWARD

1. The Contract will be awarded for these services based upon an evaluation and consideration of all the costs and information submitted.
2. 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 advertisement, specifications, 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 Fee Schedule.

DATE _____

(CORPORATE SEAL)

TELEPHONE _____

SIGNED _____

PRINT OR TYPE NAME AND TITLE _____

COMPANY _____

ADDRESS _____



**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 _____, _____

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	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	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:	

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

Pursuant to N.J.S.A. 52:32-60.1, et seq. and N.J.S.A.40A:11-2.2 (L. 2022, c. 3) any person or entity (hereinafter “Vendor”) that seeks to enter into or renew a contract with a local contracting unit subject to the Local Public Contracts Law 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 identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. 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.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify

(Check the Appropriate Box)

A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law 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

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).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM (COUNTY OF WARREN)



BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities	_____
Relationship to Vendor/ Bidder	_____
Description of Activities	_____

Duration of Engagement	_____
anticipated Cessation Date	_____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title DPP REV. 12.13.2021



**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)

NEW JERSEY BUSINESS REGISTRATION

The contractor must provide proof of business registration prior to the award of a contract. 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 ENGINEERING SERVICES
FOR CORING, BITUMINOUS TESTING AND CONCRETE
TESTING SERVICES
ON VARIOUS WARREN COUNTY PROJECTS
FOR 2024-2026**

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 _____, 2024, in accordance with the Contract Documents and the resolution approving the award dated _____, 2024.

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

ATTEST: _____
Alex J. Lazorisak, Clerk

BY: _____
James R. Kern III, Director

DATE: _____

Consultant

Address

ATTEST: _____

BY: _____
Signature

Print or Type Name and Title

Print or Type Name and Title

(CORPORATE SEAL)



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**.

EXHIBIT "B"
SCOPE OF SERVICES

ENGINEERING SERVICES FOR CORING, BITUMINOUS TESTING AND CONCRETE TESTING

A. BITUMINOUS CONCRETE CORE DRILLING

Core drilling performed in accordance with N.J.D.O.T. specifications - ASTM/AASHTO procedures.

- ◆ Perform random sampling calculations and sample mark out in field.
- ◆ Supply drilling unit and labor to obtain samples of finished pavement.
- ◆ Filling and compacting sample holes with high performance patch materials as approved by the County Engineer.

B. LABORATORY ANALYSIS

- ◆ Extraction Analysis (composition of mix) AASHTO procedure T-308-8.
- ◆ Bulk specific gravity and void analysis (density) AASHTO procedure T-166.
- ◆ Maximum theoretical specific gravity AASHTO procedure T-209.

C. CALCULATIONS OF PENALTIES (IF APPLICABLE) AND FINAL REPORT

- ◆ Calculation of penalties based upon in place quantities supplied by client.
- ◆ Preparation of the required N.J.D.O.T. final report of test results for submittal to the N.J.D.O.T. for project acceptance and cost reimbursement.

D. CORE SAMPLES AND TESTS PER LOT

Five (5) each – 6.00” diameter samples to be tested for bulk specific gravity, maximum theoretical gravity, void analysis and thickness measurements. If both surface and base courses must be tested the additional cost will be approved by the County Engineer prior to performing the services.

Five (5) each – 8.00” diameter samples to be tested for mix composition will be needed when no in plant inspection services are provided. If necessary, this work shall be directed and approved by the County Engineer prior to performing the services.

E. TRAFFIC CONTROL

Basic traffic control will include TWO (2) Traffic Control Flaggers and all necessary advanced warning signs. The cost for basic traffic control will be included in the price for coring and testing. Should local traffic conditions, traffic volumes, road geometry, limited sight distance, etc. require additional Traffic Control Flaggers, this work would be paid for from the “Additional Traffic Control Flagger” line item after authorization by the County Engineer. The roads which require additional traffic control will be specified by the County Engineer prior to any field work.

All traffic control signs, devices, installations and procedures shall be as specified in the most current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways." All traffic control signs and devices shall be kept in good and clean condition throughout the project. Signs or devices that show noticeable color fading, illegible lettering, or significant residue or

abrasions shall not be used.

Before beginning work on any phase of the project, the Contractor shall furnish and install all specified warning signs, barricades, lights, flashers, traffic cones, etc. which in the opinion of the Engineer, are necessary to protect the public during that phase of the operations. All signs and traffic control measures are to be in place and approved by the County Representative before any work is allowed to begin. Advanced signing prior to flaggers locations, as per the "Manual on Uniform Traffic Control Devices for Streets and Highways", will be required.

Flaggers shall be positioned in a highly visible location on the side of the roadway. Approaching traffic must be able to see the flagger in time to react and come to a complete stop at the flagger location. Flaggers shall use the proper hand signals and procedures as stated in the "Manual on Uniform Traffic Control Devices for Streets and Highways". Flaggers shall use stop/slow paddles to direct traffic in lieu of flags. Flaggers shall wear safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" and labeled as meeting the ANSI 107-1999 standard performance for Class 2 risk exposure. Flaggers are also required when the contractor is working in shoulder areas not fully protected by temporary crash barrier systems. No work shall be done until qualified flaggers are on duty. Where companion flaggers are greater than 500' apart or out of sight of each other, each shall be equipped with a portable two-way radio to maintain communications. Higher volume County roads may also require an additional flagger and truck mounted crash cushion to protect workers due to field conditions.

Additional Traffic Control Flagger: When conditions warrant and/or when directed by the County Engineer, the Contractor will furnish at least ONE (1) additional Traffic Control Flagger with the necessary stop/slow paddles and safety clothing. Additional flaggers will be on duty at all times and it will be their sole duty to regulate and control traffic.

F. NUCLEAR DENSITY TESTING

Nuclear density testing will be performed to ensure compliance with the compaction specifications. Testing shall be performed as directed by the County Engineer. An inspection report with test results shall be submitted to the County for each day's work.

G. IN PLANT INSPECTION SERVICES

In plant inspections will be performed to ensure compliance with the bituminous mix specifications. The inspector shall monitor the production and testing of the bituminous material prior to shipping to the job site.

A résumé with qualifications and experience will be submitted with the proposals for each inspector who may be assigned to the project.

Scheduled plant inspections may be canceled due to inclement weather or other circumstances. The County will notify the Testing Company as soon as possible if plant inspection is not needed for the day. No payment will be made if the plant inspection is cancelled prior to 4:30 PM the day before work is scheduled. A payment of 25% of the daily rate will be made if the plant inspection is cancelled prior to 7:00 AM on the day the work is scheduled. A payment of 50% of the daily rate will be made if the plant inspection is cancelled after 7:00 AM on the day the work is scheduled.

H. CONCRETE FIELD TECHNICIAN

Quality Control testing as needed to ensure compliance with the requirements for the concrete in accordance with N.J.D.O.T. specifications and ASTM/AASHTO procedures.

- ◆ Concrete Field Technician to be certified by ACI as a Concrete Field Technician, Grade 1
- ◆ Sampling fresh mixed concrete - AASHTO procedure T-141
- ◆ Making and curing concrete test specimens in the field - AASHTO procedure T-23
- ◆ Testing for slump of hydraulic cement concrete - AASHTO procedure T-119
- ◆ Testing for air entrainment - AASHTO procedure T-152 or T-196

Scheduled field technicians may be canceled due to inclement weather or other circumstances. The County will notify the Testing Company as soon as possible if field technician is not needed for the day. No payment will be made if the field technician is cancelled prior to 4:30 PM the day before work is scheduled. A payment of 25% of the daily rate (8 hours) or half daily rate (4 hours), whichever was scheduled, will be made if the field technician is cancelled prior to 7:00 AM on the day the work is scheduled. A payment of 50% of the daily rate (8 hours) or half daily rate (4 hours), whichever was scheduled, will be made if the field technician is cancelled after 7:00 AM on the day the work is scheduled.

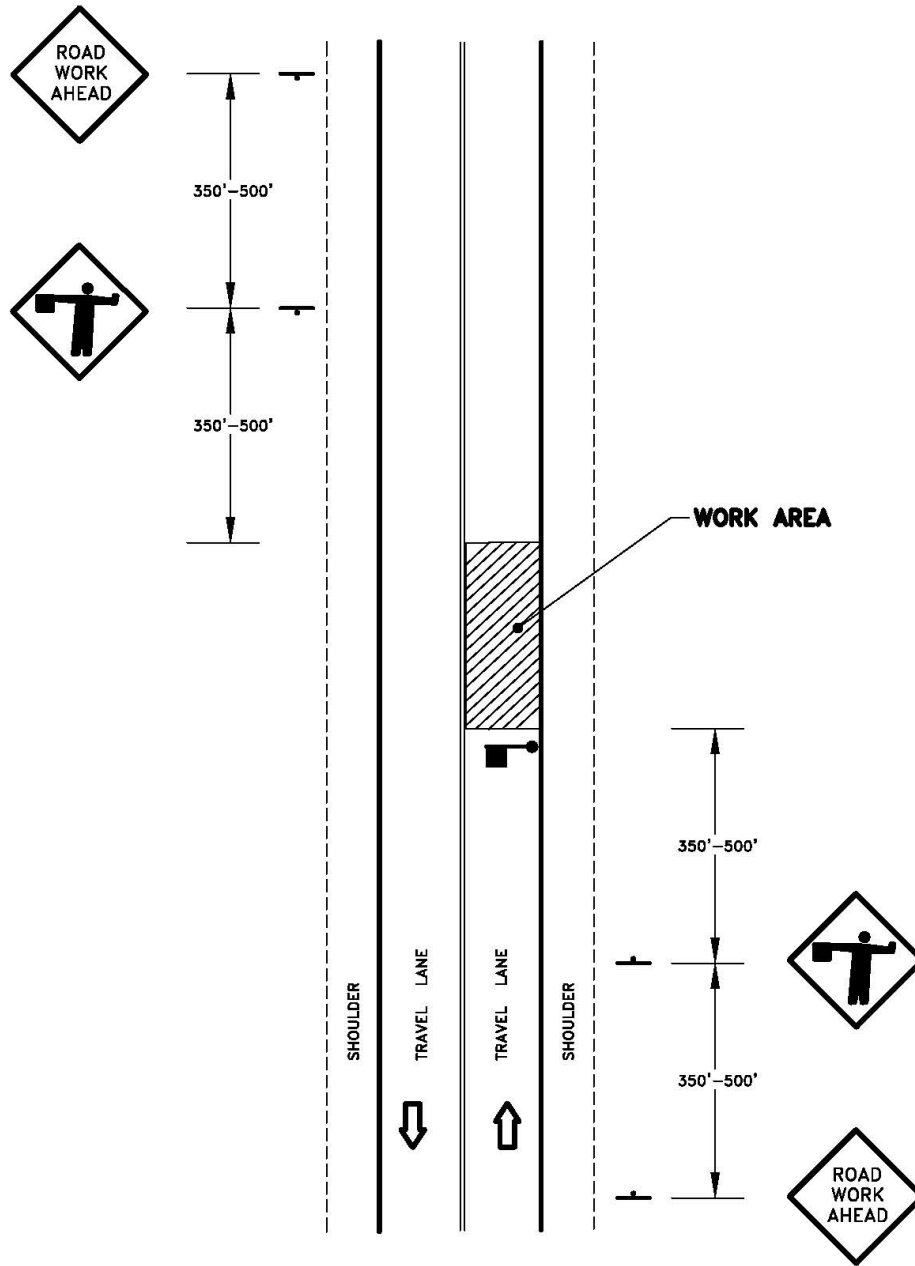
I. PICKUP OF CONCRETE TEST CYLINDERS

Concrete test cylinders to be picked up and delivered to testing facility after initial onsite cure period (24-48 hours) as directed by the County Engineer.

J. COMPRESSIVE STRENGTH OF TEST CYLINDERS

Compressive Strength to be determined in accordance with N.J.D.O.T. specifications and ASTM/AASHTO procedures.

- ◆ Compressive strength of concrete cylinders - AASHTO procedure T-22
- ◆ All testing in accordance with ASTM C-39



SHORT-TERM LANE CLOSURE