

**53. TECHNICAL SPECIFICATIONS**

The County's obligation hereunder is contingent upon the availability of appropriated funds which payments for contract purposes can be made. No legal liability on the part of the County for payment of any money shall arise unless and until funds are made available each year.

In the event that the contractor shall fail to comply with any of the conditions herein provided and as covered by the contract, the County Engineer shall notify the contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the contractor to remedy the same within said period, the County shall take steps to terminate the contract. In this event the County will authorize the service to be performed by any available means, the difference between the actual cost paid and the bid of the defaulting contractor to be deducted from any monies due. It shall be incumbent upon the contractor to continue operations until relieved by a newly selected contractor.

The contractor shall comply with all procedural instructions that may be issued from time to time by the County Engineer.

During the period of contract, no change is permitted in any way of its conditions and specifications unless the contractor receives written approval in the form of an amendment and/or change order issued by the Director of Purchasing.

There may be a meeting with the successful contractor and the County Engineer prior to the start of the contract.

The contractor shall comply with any and all federal, state or local laws, now in effect or hereafter promulgated, which apply to the performance of the services described herein.

By submitting a bid, the bidder covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligations and that he will not make any claim for, or have right to cancellation or relief without penalty of the contract because of any misunderstanding or lack of information.

The County is hereby soliciting bids from qualified firms for the testing of approximately three hundred (300) Hot Mix Asphalt (HMA) cores, ten (10) material composition tests, thirty (30) concrete test cylinders, and fifty (50) days of HMA Plant technician for various Cumberland County road projects.

The tests shall be ordered as needed by the County Engineer. The estimates provided herein are solely for the purposes of this bid. The County does not guarantee any minimum or maximum amount of testing work/services. The contractor shall be paid for the quantity of tests/services actually provided.

## **54. CONTRACTOR RESPONSIBILITIES**

### **A. Hot Mix Asphalt (HMA) Cores:**

Provide coring, patching of core holes, traffic control, analysis and reports (air voids, thickness and composition) for HMA in accordance with current NJDOT specifications and supplements; a copy of said NJDOT specifications/supplements is on file in the Cumberland County Engineer's Office, 800 East Commerce Street, Bridgeton, New Jersey, for your inspection and review. You may contact the office at (856) 453-2192 to schedule a time to review said specifications.

Each core location shall be tested for air voids, thickness and composition. Core locations shall be determined and identified on the roadway by the County. Separate payment will not be made for each individual test.

The number of cores which will be needed is only an estimate at this time. The actual number of projects will depend on funds available and time of completion.

### **B. Material Composition Testing:**

1. Materials to be tested may include dense graded aggregate, soil aggregate, cold patch, coarse aggregate and/or topsoil.
2. Perform laboratory tests to verify that the construction materials conform to NJDOT and/or County specifications.
3. Prepare material inspection/testing reports and worksheets of laboratory test results.
4. Inform the County Engineer or his representative of material or production problems or of unusual samples.
5. Testing of materials will be required to conform to New Jersey Department of Transportation (NJDOT) specifications. The County will collect samples and deliver them to the contractor's office/laboratory. The contractor/laboratory shall be required to supply all sample bags.

### **C. Concrete Test Cylinders:**

1. The contractor/laboratory shall be required to supply all test cylinder containers.
2. The County will prepare the cylinders and deliver them to your laboratory.
3. Test results shall be submitted to the County Engineer.

### **D. HMA Plant Technician:**

1. The technician who performs quality assurance testing shall be certified by the Society Asphalt Technologists of New Jersey, Inc. as an asphalt plant technologist, level 2.
2. Minimum site visit will be one day (8 hours).
3. Test results shall be submitted to the County Engineer.
4. The County Engineer shall be notified immediately of any test results not conforming to the approved mix design.

**Test results may be the basis for the assessment of penalties, if indicated. The bidder/laboratory must be AASHTO certified for Superpave HMA, concrete and dense graded aggregate testing as of the date of this bid opening. A copy of your American Association of State Highway and Transportation Officials (AASHTO) certification shall be returned with your bid submission. Failure by the bidder to include a copy of their American Association of State Highway and Transportation Officials (AASHTO) certification with their bid submission shall cause their bid to be rejected as non-responsive.**

It is anticipated that the testing will begin in June 2010 and run through the balance of the contract. Full final reports are due within thirty (30) calendar days of issuance of notice to proceed on each project. Reports are to be mailed to:

Cumberland County Engineer's Office  
800 East Commerce Street  
Bridgeton, New Jersey 08302  
Attention: Dan Orr, County Engineer

All testing procedures and reports are to be conducted and completed in full conformance with current NJDOT standards, procedures and requirements.

**The recent amounts spent on this service are listed below:**

2005	\$9,937.00
2006	\$17,118.00
2007	\$4,296.00
2008	\$23,160.00
2009	\$27,105.00

**Approximate Quantity Range:**

Hot Mix Asphalt (HMA) Cores	0 - 300 each
Material Composition Testing	0 - 10 each
Concrete Test Cylinders	0 - 30 each
HMA Plant Technician	0 – 50 days

**Detailed invoices shall be submitted to:**

Cumberland County Engineer's Office  
800 East Commerce Street  
Bridgeton, New Jersey 08302  
Attention: Dan Orr, County Engineer

This contract, once awarded, shall be managed and enforced by the Cumberland County Engineer's Office and all communications regarding this contract shall be directed as follows:

**Cumberland County Engineer's Office**

800 East Commerce Street  
Bridgeton, New Jersey 08302  
Dan Orr, County Engineer  
Telephone: (856) 453-2192

**55. SAFETY**

The contractor shall be responsible for maintaining and supervising all safety precautions and programs in connection with this work.

The contractor shall be required to provide their personnel with all personal safety/protection equipment that may be required by any agency having jurisdiction, while their personnel is involved in the performance of this contract.

All materials and services provided by the contractor in the performance of the contract must meet applicable State and Federal Safety and Health Codes, Standards, and Regulations.

The contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- a. all employees on the work site and all other persons who may be affected;
- b. all work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, control of the contractor or any of his sub-contractors;

c. other property at the site(s).

The contractor shall provide all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

The contractor, in the performance of this project, shall be responsible for providing any notice that may be required, to operators of systems under the direction of the Board of Public Utilities. The contractor shall accordingly take any and all precautions required to insure that all regulations concerning construction in an area where utility lines are located are followed. The contractor shall be responsible for all costs, including but not limited to, associated with their failure to provide any notice to the utilities operators that may be required, for any costs associated with their failure follow appropriate safety precautions, and for any costs associated with restoration of such services.

The contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, and promulgating safety regulations.

The contractor shall at all times during the performance of this project maintain public accessibility within the project site.

All damage, injury, or loss to any property caused directly or indirectly, in whole or in part, by the contractor, any sub-contractor, or anyone directly or indirectly employed by any of them, will be the responsibility of the contractor.

#### **56. LAWS AND ORDINANCES**

All work shall be performed in all respects, in strict conformity to all laws, regulations and ordinances of the Federal, State, County and Municipal governments, and all departments and bureaus having jurisdiction thereof.

#### **57. CONTRACTOR RESPONSIBILITIES**

The contractor shall be held to have carefully examined the conditions that may be encountered in complete execution of all work.

The contractor shall be held to have examined these specifications and all other data or instructions pertaining to this work.

It shall be understood that by submitting a bid proposal, the bidder/contractor shall be bound by the terms and conditions required herein.

The contractor shall comply with all Federal, State and Municipal Laws and Ordinances, prepare all documents, give all notices, obtain all permits necessary for the work, pay all

costs and fees for permits and inspections and obtain all certificates and approval as may be required for the work described herein.

All work and materials shall be in full accordance with the regulations of all entities having jurisdiction.

Workers to be employed in the performance of this contract must possess the qualifications, training, licenses and permits as may be required to complete this work.

**58. QUESTIONS**

Questions concerning this bid invitation shall be directed in writing to the Cumberland County Purchasing Department; (856) 451-0967, facsimile.

**59. BID DOCUMENT INFORMATION**

Bidders shall indicate on the Official Bid Sheet their unit prices for A) Hot Mix Asphalt Cores, B) Material Composition Tests, C) Concrete Test Cylinders and D) IMA Plant Technician. Bidders shall then multiply those unit prices times the upper range number of the approximate quantities to equal the extended totals. Bidders shall add the extended totals (A+B+C+D) to equal their total lump sum bid amount.

**60. COOPERATIVE CONTRACT PURCHASING SYSTEM**

Bidders are hereby reminded that this bid is being solicited on behalf of the Cumberland County Cooperative Contract Purchasing System, Identifier Number 181-CCCCPS, as authorized by N.J.S.A. 40 A:11-11(6) and regulated by N.J.A.C. 5:34-7.1, that permits government entities within the geographic boundaries of a County, and at the discretion of the County, to utilize any contract made by the County, provided that the successful bidder to the County is awarded a contract and has elected to extend their prices to those government entities.

Bidders are hereby reminded that the decision to award the County contract for this bid will not be affected by a bidder's decision to extend, or not to extend, their prices to the government entities within the County.

Bidders are hereby reminded to check Yes or No on the Official Bid Sheet regarding whether they are willing to provide the item(s) herein bid upon to local government entities within the County of Cumberland, without substitution or deviation from specifications, features, quality, price, or availability, as herein set forth. Bidders are reminded that it shall be understood that orders will be placed subject to the overall terms and conditions of the contract to be awarded by the County of Cumberland, and that no other charges, including but not limited to, additional service or delivery charges, will be allowed except as permitted by the terms and conditions specified herein. Bidders are additionally reminded that it shall be understood that the decision to extend, or not to

extend bid prices, will not adversely effect consideration of this bid with respect to the needs of the County of Cumberland and the consequent award of contract.

Failure by the bidder to indicate on the Official Bid Sheet whether or not they will extend their bid prices to local government entities shall be taken to mean that bid prices will not be extended.