



Atlantic County Utilities Authority

Request for Proposals for Landfill Gas Collection & Control System Expansion Cell 9 with Dewatering System Atlantic County Utilities Authority

Issued by:

Atlantic County Utilities Authority
Department of Engineering
6700 Delilah Road
Egg Harbor Township, NJ 08234

Date: June 18, 2015

Proposals Due: July 2, 2015

I. Introduction

The Atlantic County Utilities Authority (ACUA) owns and operates a Solid Waste complex in Egg Harbor Township, Atlantic County, NJ, known as the Howard F. Haneman Environmental Park, and a Wastewater Treatment Facility in Atlantic City, Atlantic County, NJ.

The Solid Waste facility is home to an active landfill, a recycling center, composting site, and ancillary facilities. Also on site is the ACUA's primary administration building, constructed in 1992, which features a closed-loop geothermal HVAC system. The site is home to a 5.4 MW landfill methane gas to electricity project which provides 100% of the power needs of the Park. The ACUA's solid waste complex is located at 6700 Delilah Road, in Egg Harbor Township, New Jersey. The site consists of approximately 360 acres with approximately 102 acres representing the landfill footprint.

The Atlantic County Utilities Authority Department of Engineering invites you to submit a proposal to provide the services of for the design of expanding the existing landfill gas collection and control system into cell 9 area of the landfill: The Authority's landfill is subject to New Source Performance Standards (NSPS) for Municipal Solid Waste Landfills. The Authority is interested in a strategic plan on concept for the expansion of the landfill gas collection and control system including proposed schedule for the installation of such improvements. The successful vendor shall consider and evaluate the multiple options for landfill gas collection including but limited to: header sizing and location, the potential use of caisson type vertical landfill gas wells, typical vertical landfill gas collectors and horizontal trench style landfill gas collectors. The successful vendor shall also take in to consideration the fact that the ACUA is in the process of installing 30 acres of temporary exposed geo-membrane capping and plans to use similar methods while constructing cell 9. In addition to the landfill gas collection and control system expansion into cell 9 the Authority requires the engineering design of a vertical landfill gas well dewatering system including compressor recommendations and sizing, compressor airline sizing and location and condensate/leachate return line sizing and location.

The ACUA is responsible to the residents of Atlantic County to be financially prudent and environmentally responsible.

II. General Information

A. Issuing Office and Point of Contact

Matthew DeNafo, Senior Engineer is the ACUA contact and can be reached at:

Email: mdenafo@acua.com
 Phone: 609-272-6991
 Mailing Address: PO Box 996, Pleasantville, NJ 08232
 Street Address: 6700 Delilah Road, Egg Harbor Township, NJ 08234
 RFP reference: <http://www.acua.com/acua/rfps.aspx>

B. Limits of Liability

The Authority assumes no liability for any cost incurred by proposers in responding to this RFP or in responding to any further request for interviews, additional information, etc. prior to the issuance of the contract.

C. Type of Contract, Fees and Compensation

The proposal cost will be based upon a lump sum not-to-exceed amount. Direct expenses and third party testing shall be included. Overhead and profit should be included in the hourly labor rates and the laboratory test fees. Premium costs due to overtime work shall not be billed nor reimbursed. Costs incurred due to an extended project schedule or additional laboratory tests will be at the rates included in the attachments.

D. Target Dates

The following schedule shows the target dates for performance of the work:

| Event | Date | Time |
|----------------|----------------|-------------------|
| RFP Issued | June 18, 2015 | 4:30pm local time |
| Site Visit | By appointment | N/A |
| Questions Due | June 23, 2015 | 4:30pm local time |
| Proposals Due | July 2, 2015 | 4:30pm local time |
| Award Contract | July 16, 2015 | N/A |
| Start of Work | August 1, 2015 | N/A |

E. Proposal Format

There is no restriction to length of proposals; however, proposers are encouraged to be as concise as possible. All proposals should include:

1. A letter of transmittal and proposal may be submitted to the ACUA via mail, or email. Should a response be sent via mail two (2) copies of the proposal will be required.
2. Qualifications: The proposer shall submit the following information to demonstrate their qualifications to perform the services described in this RFP:

- a. All pertinent company information including Name, Business Address, Type of Organization, Authorized Representative(s), Contact Information, etc.
- b. Personnel including resumes or professional biographies of Key Officers and other Project Team Leaders.
- c. Experience of the Firm(s) including years in business, years and type of experience in landfill construction monitoring specifically Quality Control or Quality Assurance experience as it relates to projects in New Jersey.
- d. Recent project history for similar facilities in New Jersey.
- e. Organizational chart.
- f. List of Experience with similar landfill gas collection and control system projects.

3. Business Proposals: Proposals to be considered shall include the following information:

- A. Total Lump Sum "Not to Exceed" Cost
- B. Billable Direct Expenses (i.e. shipping, mail, per diem)
- C. Laboratory Testing
- D. Hourly rates for personnel assigned to the project

4. Meetings:

Meetings are a major component of all tasks in cooperation and interaction with the Authority on an as necessary basis. This shall include but not be limited to an initial kick-off meeting to discuss the essential goals of the project and continuous update on the status of the project throughout the term of the contract.

5. Evaluation Criteria:

The ACUA has established an evaluation committee that will work together to develop a score card to evaluate proposals. The score card will be established and approved by the Officer's of the Authority prior to proposals being received.

The following criteria will be rated by the committee for each proposal. The proposal with the highest overall score will be considered the most advantageous to the Authority.

- a. Cost
- b. Specialized Technical Competence
- c. New Jersey (NJDEP) Landfill Experience
- d. Familiarity with the Contracting Agency
- e. Presentation and Understanding of the Proposal
- f. Experience of the proposer with similar landfill gas collection and control projects.

The final score card will be released to the proposers, in written form by the ACUA, upon request. Any contract that is entered into by the ACUA will be required to be presented to our Board Members for approval.

If any of the evaluation criteria is incomplete or fails to address the questions in the proposal, the evaluation committee may reject the proposal. Each Proposer is responsible for reviewing technical and cost proposal requirements and preparing their responses in a clearly organized submittal.

Each technical and cost proposal is required to be in accordance with the terms of the specific RFP and shall be signed by an executive officer of the proposing organization, and, where applicable, a corporate officer of the parent organization, recognizing that both will have authority to bind the proponent.

Technical and cost proposals shall consider and be reflective of all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect cost, permitting, progress, performance or furnishing of the project including, but not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, protection of natural resources, fire protection, solid waste handling facility standards and permits, other permits, fees, and similar subjects.

PREVAILING WAGE RATE: Contractor shall comply with all requirements of Federal and State law with respect to payment of prevailing wage. In accordance with N.J.A.C. 7:22-3.17(a) 25 the contractor shall pay not less than the prevailing wage rate to workers employed in the performance of the project, in accordance with the rate determined by the Commissioner of the New Jersey Department of Labor pursuant to N.J.S.A. 34:11-56.25 et seq. or the United States

Department of Labor pursuant to 29 CFR Part 5, whichever is greater. The Wage Determination(s) applicable to this contract are included as a part of this Specification and are specifically made a part of the Contract Documents. In the event that it is determined that a different State or Federal Wage Determination is to be utilized the Contractor shall do so without any right to additional compensation from the Owner.

See Attachment ___ – PREVAILING WAGE RATE DETERMINATION

6. Clarification of the Proposal

- a. After the submission of proposals, unless requested by the ACUA, there will be no proposer contact permitted.
- b. After reviewing the proposals, the Evaluation Committee may ask one, some or all of the proposers to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors.

7. After the Evaluation has been Completed

- a. All materials are kept on file at the ACUA.
- b. The evaluation committee makes a formal recommendation to the ACUA officers and authorized staff. **Note:** An ACUA officer may sit on the evaluation committee depending on the type of project. The officer will make the recommendation along with the entire evaluation committee to the rest of the officers.
- c. The most advantageous proposal will be chosen by the evaluation committee based on the score card evaluation.
- d. The ACUA Officers and authorized staff may at this point accept, reject or modify the recommendation of the Evaluation Committee.
 - 1) For any proposal that is accepted, a resolution will be presented to ACUA's Board for their consideration.
 - 2) For all rejected proposals the proposers will be notified in writing.

F. Examination of Existing Operation, Information and Questions

Questions must be in writing and addressed to Matt DeNafo, Associate Engineer, before 4:30 pm EST on June 23, 2015. A site visit may be scheduled by appointment if necessary. Directions to the site are available on the ACUA web site (www.acua.com).

III. Project Description

A. General Description

The work includes the design of the expansion of the existing landfill gas collection and control system into the newly opened cell 9 area along with the design of a landfill gas well dewatering system for the entire 102 acre landfill site.

B. Services Provided by the ACUA

The ACUA will provide the following drawings and information:

ACUA's landfill gas collection and control system "as-built" drawing.

ACUA's gas collection well log, detailing well and screen depths.

Additional information as requested by proposer.

The ACUA will also provide **Other Services** as required including the following:

Meeting special State requirements such as:

- Regulatory agency inspection
- Environmental Protection
- Permit Enforcement
- Audits
- Certifying Partial and Final Payments

C. Responsibilities of Contractor/Scope of Work

The Atlantic County Utilities Authority is interested in retaining an experienced engineering firm for the design of expanding the existing landfill gas collection and control system into cell 9 area of the landfill. The Authority's landfill is subject to New Source Performance Standards (NSPS) for Municipal Solid Waste Landfills. The Authority is interested in a strategic plan on concept for the expansion of the

landfill gas collection and control system including proposed schedule for the installation of such improvements. The successful vendor shall consider and evaluate multiple options and combinations for landfill gas collection including but limited to: header sizing and location, the potential use of installed in-place caisson vertical landfill gas wells, typical vertical drilled landfill gas collectors and horizontal trench style landfill gas collectors. The successful vendor shall also take in to consideration the fact that the ACUA is in the process of installing 30 acres of temporary exposed geo-membrane capping and plans to use similar methods while constructing cell 9. In addition to the landfill gas collection and control system expansion into cell 9 the Authority requires the engineering design of a vertical landfill gas well dewatering system for the entire 102 acre site including compressor recommendations and sizing, compressor airline sizing and location and condensate/leachate return line sizing and location.

The scope of work for this proposal includes, but is not limited to:

Kick-off meeting with all pertinent Authority staff prior to start of design work;

The successful proposer shall do a through review of existing LFG Collection and Control System design and layout; The successful proposer shall do a through review of potential landfill gas collection techniques and options to be used in the engineering design of expansion of the landfill gas collection and control system.

Task 1: Detailed design of the expansion of existing LFG Collection and Control system which shall utilize the selected techniques. Detailed design shall include; gas header extension into newly constructed cell, install-in-place caisson vertical wells (if technique is selected) and standard vertical and horizontal wells (if technique is selected). Successful proposer shall assume sufficient time for the Authority to provide comments on the 1st **draft** of the proposed design; revisions to the design based on the Authority's feedback; Successful proposer shall provide engineering drawings in AutoCAD of the **final design** to the Authority;

Task 2: Detailed design of a vertical landfill gas well dewatering system including air compressor details and specifications, air compressor placement for installation, airline and leachate return details including line placement, condensate management and leachate discharge tie-ins. Successful proposer shall provide the **draft design** to the Authority for comments and requested revisions as needed; Successful proposer shall provide engineering drawings in AutoCAD of the **final design** to the Authority;

Miscellaneous Support: Each proposer shall include a block **20 hours** to be used by ACUA for miscellaneous support. This will all ACUA personnel to ask questions

about and the design and get clarifications from the proposer on an as needed basis.

Included with this RFP please find the following **documents**:

- The Atlantic County Utilities Authority's Landfill Gas Collection and Control System As-Built drawings, overlaid on the latest Topographic Survey.
- The Atlantic County Utilities Authority's Gas Collection Well Log, details well and screen depths.

E. Project Schedule

Project is expected to begin on or about August 1, 2015 with a contract time of 180 calendar days. Therefore, the firm selected must be capable of immediate deployment of the personnel required for this project. The following is a summary of the current anticipated project schedule:

| | |
|-----------------------|----------------|
| Advertisement for RFP | June 18, 2015 |
| Receive Proposals | July 2, 2015 |
| Award of Contract | July 16, 2015 |
| Notice to Proceed | August 1, 2015 |

F. Proposal Submittal Form

| | |
|---|----------|
| Kickoff Meeting | \$ _____ |
| Task 1 – Design expansion of landfill gas collection And control system – cell 9 | \$ _____ |
| Task 2 – Design landfill gas well dewatering system | \$ _____ |
| Miscellaneous support | \$ _____ |
| Proposal Total | \$ _____ |

G. Project Site

The project is located at the Atlantic County Utilities Authority Haneman Environmental Park, 6700 Delilah Road, Egg Harbor Township, NJ. This is an active landfill site.

IV. State Purchasing Law Requirements

- A. **Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27. The mandatory equal employment opportunity language includes the following:**

Goods, Professional Services 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 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, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act 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 American and

Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

B. Business Registration

Note that all proposers must comply with the Business Registration requirements of the New Jersey Department of Community Affairs in accordance with N.J.S.A. 25:32-44. **Firms must submit prior to the award of the contract a copy of their New Jersey Business Registration Certificate. Failure to do so will be cause for rejection of the firm's Proposal.**

C. New Jersey Pay to Play Regulations

This contract will be subject to New Jersey Pay to Play regulations. Upon receipt of the current Candidate Committee List from the Atlantic County Clerk, the Authority will provide to the Contractor and the Contractor as soon as is reasonably possible will complete and submit a Business Entity Disclosure Certification which will certify that the Contractor has not made any reportable contributions to a political or candidate committee in the County of Atlantic (1) in the previous one year; (2) and from January, 2013 to the date of award; (3) that the contract will prohibit the Contractor from making any reportable contributions through the term of the contract.

D. Disclosure of Investment Activities in Iran

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 Disclosure of Investment Activities in Iran Form contained herein.

E. General Insurance and Indemnity Requirements

See Attached

ATTACHMENTS:

1. ACUA's landfill gas collection and control system as built drawing.
2. ACUA's gas well logs
3. Disclosure of Investment Activities in Iran Form
4. General Insurance and Indemnity Requirements



| | | | | | | |
|--------|---------------------------------|---|---------------|--|-------|----------|
| 1 OF 1 | SHEET TITLE GCCS PLAN | ATLANTIC COUNTY UTILITIES AUTHORITY 6700 DELILAH ROAD EGG HARBOR TOWNSHIP, NJ 08234 | PROJECT NAME: | EUGENE L. PETITT PROFESSIONAL ENGINEER NJ LICENSE NO. 042855 | DRAWN | XX |
| | | | | | CHECK | XX |
| | | | | | DATE | REVISION |

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____

Bidder Name: _____

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

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 NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she 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 suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: OR

I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. 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 a detailed, 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.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____

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 the State of New Jersey and the Owner of the project are 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 State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of 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 the State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

**ATLANTIC COUNTY UTILITIES AUTHORITY
GENERAL INSURANCE AND INDEMNITY REQUIREMENTS**

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submissions. See "Insurance Check List" for specific coverages applicable to this contract.

1. - General Insurance Requirements

1.1 - The Contractor shall not start Work until the Contractor has obtained at the Contractor's own expense all of the insurance as required hereunder and such insurance has been approved by the Authority; nor shall the Contractor allow any Subcontractor to start work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor and subcontractors will be granted only after submission to the Authority of original, certificates of insurance signed by authorized representatives of the insurers, policy endorsements as specified or, at the Authority's request, certified copies of the required insurance policies

1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract and for two years after final acceptance of the work by the Authority in accordance with 2.1.1.iv.. Certificates, endorsements, and certified copies of insurance policies, evidencing that the required insurance is in effect, as required in 1.1 shall be maintained with the Authority throughout the term of the Contract and for two years after final acceptance.

1.3 - The Contractor shall require all Subcontractors to maintain during the term of the Contract commercial general liability insurance, business auto liability insurance, and workers compensation and employers liability insurance to the same extent required of the Contractor in 2.1 unless any such requirement is expressly waived or amended by the Authority in writing. The Contractor shall furnish Subcontractors' certificates of insurance to the Authority immediately upon request.

1.4 - All insurance policies shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until forty-five (45) days prior written notice has been given to the Authority. A copy of the endorsement shall be furnished to the Authority.

1.5 - No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.6 If the Contractor does not meet the insurance requirements of the specifications, alternate insurance coverage, satisfactory to the Authority, may be considered. Written requests for consideration of alternate coverages must be received by the Authority at least ten working days prior to the date set for receipt of bids or proposals; if a deadline for submission of questions or interpretations is set forth in the Instructions to Bidders, requests must be received by that deadline. If the Authority denies the request for alternate coverages, the specified coverages will be required to be submitted. If the Authority permits alternate coverage, an amendment to the Insurance Requirements will be prepared and distributed as an addendum prior to the time and date set for receipt of bids or proposals.

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1.7 - All required insurance coverages must be underwritten by insurers allowed to do business in the State of New Jersey and acceptable to the Authority. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Authority grants specific approval for an exception as described above.

1.8 - Any insurance deductibles or retentions in excess of \$10,000 shall be disclosed by the Contractor, and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor.

1.9 - The Contractor shall provide insurance as specified in the "Insurance Coverage Check List" attached to this section.

1.10 - If the Authority is damaged by the failure or neglect of the Contractor to purchase and maintain insurance as described and required herein, without so notifying the Authority, then the Contractor shall bear all reasonable costs properly attributable thereto.

1.11 - The Contractor covenants to save, defend, keep harmless and indemnify the Authority and all of its elected or appointed officials, agents and employees (collectively the "Authority") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Contractor's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Contractor completes all of the work required under the Contract, except that indemnification shall continue for all claims involving completed operations after completion of the work by the Contractor for which the Authority gives notice to the Contractor after the completion of the work.

1.12 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the work, subject to Builder's Risk or Installation Floater insurance requirements, if any, contained in these documents. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final completion of the work by the Contractor.

1.13 - Insurance coverage required in the Contract Documents shall be in force throughout the contract term. Should the Contractor fail to provide acceptable evidence of current insurance within seven (7) days of written request from the Authority at any time during the contract term, the Authority shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the Authority for the entire additional cost of procuring performance and the cost of performing the uncompleted portion of the Contract at time of termination.

1.14 - Nothing contained in the Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority. The Contractor shall be

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as fully responsible to the Authority for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

1.15 All precautions shall be exercised by the contractor at all times for the protection of persons, (including employees) and property., All existing structures, utilities, roads, services, trees, and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the contract, and the Contractor shall be held responsible for any damage to property and utility service interruption expenses occurring by reason of its operation on the Authority's property.

2. - Contractor's Insurance

2.1 - The Contractor shall purchase and maintain the following insurance coverages which shall be written for not less than the limits specified in the "Insurance Check List" or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per project basis;
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations with such coverage to be maintained for two years after completion of the Work;
- v. Contractual liability including protection for the Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

2.1.2 - Business auto liability insurance or its equivalent including coverage for the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (or hired and non-owned autos only if no owned autos);
- ii. Automobile contractual liability;
- iii. Motor Carrier Act endorsement, if applicable.

2.1.3 - Workers compensation insurance with statutory benefits as required by any state or Federal law, or as required by union labor agreements, including standard "other states" coverage; employers liability insurance.

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2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent including all of the following coverages as underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 – By endorsement, the Authority and Authority's elected and appointed officials, agents and employees shall be named as additional insureds on the Contractor's commercial general liability insurance, and umbrella excess or excess liability insurance if required, with respect to liability arising out of the Contractor's products, installation, and/or services provided under this Contract.

2.1.6 - Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees under the Contractor's liability insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance. (Any cross suits or cross liability exclusion shall be deleted from Contractor's liability insurance policies required herein.)

2.1.7 - Insurance provided to the Authority and Authority's elected and appointed officials, agents and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Authority and its elected and appointed officials, agents and employees shall be excess of and non-contributory with insurance as specified herein.

2.2 - If any liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions:

2.2.1 - The Contractor shall agree to provide certificates of insurance evidencing the above coverages for a period of two years after final payment for the Contract. Such certificates shall evidence a retroactive date no later than the beginning of the Work under this Contract; or

2.2.2 - The Contractor shall purchase an extended (minimum two years) reporting period endorsement for each such "claims made" policy in force as of the date of final acceptance and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the beginning of the Work under this Contract.

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INSURANCE COVERAGE CHECK LIST

REQUIRED FOR ALL BIDS:

1. Forty five (45) Days Cancellation, non-renewal, material change or coverage reduction endorsement required.
2. Best's Rating for all carriers: "A-" VII or better, or its equivalent
3. Certificate must state bid number and bid title
4. ACUA and its officials, agents and employees named as additional insureds on other than W/C and auto. This coverage is primary to all other insurance and/or self-insurance available to ACUA.
5. Workers' Compensation & Employers' Liability: New Jersey statutory limits, employers' liability coverage minimum \$100,000 accident, \$100,000 disease, \$500,000 policy limit disease;
6. USL&H Employment: Statutory - if applicable to the project; and
7. CGL general aggregate is to apply per project.
Items marked "X" are required to be provided if award is made to your firm.

**ATLANTIC COUNTY UTILITIES AUTHORITY
GENERAL INSURANCE AND INDEMNITY REQUIREMENTS**

INSURANCE COVERAGE CHECK LIST (Continued)

| <u>Coverage Required</u> | <u>Limits (Figures Denote Minimums)</u> |
|--|---|
| <u> X </u> 1. Workers' Compensation | Statutory limits of the State of New Jersey |
| <u> X </u> 2. Employers Liability | \$100,000 accident; \$100,000 disease each employee \$500,000 policy limit |
| <u> </u> 3. USL&H Endorsement | Statutory |
| <u> X </u> 4. Commercial General Liability | Items Nos: 4 ,5,6,8 &10 require: <u>\$1,000,000.00</u> combined single limit for bodily injury and property damage each occurrence with <u>\$1,000,000.00</u> general aggregate per project |
| <u> </u> 5. Premises/Operations | |
| <u> </u> 6. Independent Contractors | |
| <u> </u> 7. Products/Completed Operations | <u>Two (2) year(s)</u> \$1,000,000 aggregate |
| <u> </u> 8. Contractual Liability | |
| <u> </u> 9. Personal Injury Liability | \$1,000,000 each offense |
| <u> </u> 10..XCU Coverage | |
| <u> X </u> 11. Automobile Liability | \$1,000,000 Bodily injury |
| <u> X </u> 12. Owned, Hired & Non-owned | and Property Damage each accident (Items 11 & 12) |
| <u> </u> 13..Motor Carrier Act End. | |
| <u> X </u> 14. Umbrella Liability | \$1,000,000 BI & PD & PERS INJURY unless other limits stated below |
| | \$ _____ BI & PD, & Pers Inj |
| <u> </u> 15. Other Insurance Required: | |
| _____ | \$ _____ |
| _____ | \$ _____ |

The Authority and its officials, agents and employees are to be named as additional insureds on Commercial General Liability, and Umbrella if applicable. This coverage is primary to all other coverage the Authority may possess.

INFORMATION FOR BIDDERS
(Continued)
INSURANCE AGENT'S STATEMENT

I CERTIFY that I have reviewed the insurance coverage requirements with the bidder named below and that the bidder can comply with all of those insurance requirements.

Name(s) and address(es) of bonding company(ies) or bank(s) submitting letter of credit, if applicable.

The policy(ies) carry the following deductibles:

Liability policies are (indicate):

Occurrence
Claims Made

NAME OF INSURANCE AGENT

SIGNATURE

Date _____, 2004

BIDDER'S STATEMENT

I HEREBY CERTIFY the Insurance Coverage Requirements of these specifications and agree to comply in full if awarded this contract.

NAME OF BIDDER

SIGNATURE

Date _____, 2004