

# **Sayreville Housing for Seniors Corporation** *"Gillette Manor"*

**650 Washington Road  
Sayreville, NJ 08872  
732-316-0177  
732-721-0062 fax**

## **Contract Documents**

### **ADA Site Improvements at Gillette Manor**

### **Sayreville, New Jersey**

**Sealed Bids due Thursday, September 30, 2021 at 2:00 p.m.**

*Project Engineer:*  
Center State Engineering  
481 Spotswood Englishtown Road  
Monroe Township, 08831  
609-605-9440

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# **SECTION I**

# Sayreville Housing for Seniors Corporation (SHSC)

## Contract Documents

### ADA Site Improvements at Gillette Manor

**INTRODUCTION**-The Sayreville Housing for Seniors Corporation (SHSC) will receive sealed bids for the ADA Site Work needed at Gillette Manor located at 650 Washington Rd., Sayreville, NJ 08872, as per the technical specifications and drawings outlined in Section II of these Contract Documents. The work shall minimally include the labor, materials and equipment for the site work demolition and installations, asphalt pavement milling, asphalt paving, concrete curbing and ADA work in the existing parking lot.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the SHSC no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the SHSC unit or the award of a contract.

Sealed bids will be received until 2:00 p.m. prevailing time on Thursday, September 30, 2021 at the SHSC offices, 650 Washington Rd., Sayreville, NJ 08872, at which time all bids will be publicly opened and read aloud.

The Contractor shall commence work under this contract on a date specified in the written Notice to Proceed issued by the SHSC, and shall fully complete all work within sixty (60) days after the effective date thereof. If the contractor fails to complete the work within the time specified in the contract, or any extension, the contractor shall pay the SHSC as liquidated damages \$450.00 for each day of delay.

All permitting fees, if any, relating to the construction of this project will be paid for by the contractor with no expense to the SHSC.

All bidders must be licensed to do business in the State of New Jersey, including being licensed as a Home Improvement Contractor, and shall have the equipment, knowledge, capability and manpower to successfully and expertly perform the work as per the specifications contained herein.

The contractor must also demonstrate through references that they, or their principles assigned to the project, have successfully completed services similar to the technical specifications section of these Contract Documents. Please refer to the Bidder's or Sub-Contractors Qualifications pages (included herein) for required qualifications.

The contractor must submit bids in the manner set forth in the Bid Submission section of these Contract Documents. All applicable documents must be submitted at the Bid Opening.

**PRE-BID MEETING**-A pre-bid meeting is scheduled for Thursday, September 9, 2021 at 9:00 a.m. at the SHSC offices. Pre-bid meetings are not mandatory but are strongly suggested in order to submit a more accurate bid.

**SCOPE OF SERVICES**-The scope of services including drawings and specifications are outlined in Section II of these Contract Documents (In this section, the SHSC is referred to as the Authority).

#### **INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS**

**I. SUBMISSION OF BIDS**-all Bidders shall follow the following instructions (In this section, the SHSC is also referred to as the Authority):

1. All bids must be delivered by mail or in person to the Authority, 650 Washington Rd., Sayreville, NJ 08872 in accordance with the public advertisement as required by law, with a copy of said notice included herein and made a part of these specifications. All late bids received by the Authority shall be returned unopened to the Bidder.
2. To ensure fair consideration for all bidders, the Authority prohibits communication to or with any employee of the Authority during the submission process. Additionally, the Authority prohibits communications initiated by a bidder to **any** Authority official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the Authority will be initiated by the appropriate Authority official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
3. In order to be acceptable, **the bid MUST be submitted in a sealed envelope on the outside of which shall be plainly marked "ADA Site Improvements at Gillette Manor", together with the name and address of the firm submitting the bid.** Bids will be received until **2:00 p.m.** or hand delivered no later than **2:00 p.m.** on September 30, 2021 at which time they will be publicly opened and read aloud at the offices of the Authority, 650 Washington Rd., Sayreville, NJ 08872.
4. It is the bidder's responsibility to present bids to the owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section 3, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
5. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
7. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
8. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
  - a. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
  - b. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
  - c. Bids by sole-proprietorship shall be signed by the proprietor.

- d. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
9. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
    - a. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
    - b. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
    - c. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
    - d. Bidder should consult the statutes or legal counsel for further information.
  10. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).
  11. Official Request for Bid - Packages are available from the owner's website at [www.SayrevilleHA.org](http://www.SayrevilleHA.org) at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to send their contact information to [CSmolder@PerthAmboyHA.org](mailto:CSmolder@PerthAmboyHA.org) (and receive proof that their contact information was received by the Authority) when Contract Documents are downloaded from the website so any addenda to these specifications can be sent to them.
  12. A copy of the contract to be entered into with the successful bidder is included as Attachment "A".

**II. BID SECURITY AND BONDING REQUIREMENTS**-The following provisions shall be applicable to this bid and be made a part of these Contract Documents:

1. **Bid Guarantee**-Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents Failure to submit a bid guarantee shall result in rejection of the bid.

- 2. Consent of Surety-** Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

- 3. Performance Bond-**Bidder shall simultaneously with the delivery of the **executed contract**, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

- 4. Labor and Material Payment Bond-**The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

- 5. Maintenance Bond-**Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of one year.

### **III. INTERPRETATIONS AND ADDENDA**

1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such

ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and Contract Documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from CSmolder@PerthAmboyHA.org. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

#### 5. Discrepancies in Bids

- a. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- b. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

#### 6. Optional Pre-Bid Conference If stated in the Notice to Bidders: SEE INTRODUCTION.

### **IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE**

1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
3. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
4. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

**V. INSURANCE AND INDEMNIFICATION** Contractor must be licensed and certified and insured as required by state and federal regulations. The insurance documents indicated below shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all

insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

#### **A. INSURANCE REQUIREMENTS**

1. Worker's Compensation Insurance - Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
2. General Liability Insurance - General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
3. Automobile Liability Insurance – Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles used on the site(s) or in connection therewith for limits of not less than \$500,000.00 for any one person and \$500,000.00 for any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.
4. Other forms of insurance required.

#### **B. CERTIFICATES OF THE REQUIRED INSURANCE**

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Authority and the project engineer / architect as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage. All certificates shall name the Authority and the project engineer / architect as additional insured.

#### **C. INDEMNIFICATION**

The contractor shall indemnify and hold harmless the owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a. negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b. the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

#### **VI. PRICING INFORMATION FOR PREPARATION OF BIDS**

1. A. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for N.J. State Sales and Use Tax that are included in any invoices.
2. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.



3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
5. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

## VII. STATUTORY AND OTHER REQUIREMENTS

**The following are mandatory requirements of this bid and contract.**

1. DOCUMENT CHECKLIST: Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.
2. THE BID FORM (included herein). Failure to submit the bid form shall result in rejection of the bid.
3. THE BID GUARANTEE with a valid Power of Attorney authorizing the Attorney-in Fact to execute the documents Failure to submit a bid guarantee shall result in rejection of the bid.
4. THE CONSENT OF SURETY with a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.
5. A SIGNED ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (included herein)-Bidders shall submit this form whether or not an addendum has been issued. Failure to submit a signed Acknowledgement of Receipt of Addenda shall result in rejection of the bid.
6. BIDDER'S AND SUBCONTRACTORS QUALIFICATIONS (included herein)-All bidders and subcontractors must fill out this form in its entirety. Failure to submit this form for the bidder and each subcontractor shall result in rejection of the bid. See section XIII for more information.
7. LISTING OF SUBCONTRACTORS/SUBCONTRACTOR CERTIFICATION FORM (included herein)-Pursuant to N.J.S.A. 40A:11-16 et. seq., a list of all subcontractors to be used for this project shall be included with the bid, including the subcontractors' business registration certificates. All subcontractors must be licensed to do business in the State of New Jersey. All subcontractors shall be expected, prior to award, to demonstrate sufficient man power and expertise to complete the applicable portion of the project in its entirety. All payments to subcontractors shall be made directly to the subcontractors who shall be expected to submit payroll certifications before payment to the subcontractor is made.

Electrical subcontractors, if applicable, must be licensed electrical contractors recognized by the New Jersey State Board of Electricians, have a current license and business permit and must submit documents proving such status.

All subcontractors not listed in this section shall be properly licensed to do business in the State of New Jersey, and shall submit proof of such licensure.

Failure to submit a listing of subcontractors and certification forms for **each** subcontractor shall result in rejection of the bid.

8. STATEMENT OF OWNERSHIP-N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

9. MANDATORY AFFIRMATIVE ACTION CERTIFICATION-No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included herein.
- a. Goods, Professional Services and General Service Contracts 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:
- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
  - ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
  - iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

10. NEW JERSEY ANTI-DISCRIMINATION-The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included herein.
11. AMERICANS WITH DISABILITIES ACT OF 1990-Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided herein. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.
12. PROOF OF BUSINESS REGISTRATION-Pursuant to N.J.S.A. 52:32-44, the SHSC ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- a. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- b. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- c. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at [www.state.nj.us/treasury/revenue/busregcert.shtml](http://www.state.nj.us/treasury/revenue/busregcert.shtml).

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

### **13. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

#### 14. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

#### 15. NON-COLLUSION AFFIDAVIT-

The Affidavit shall be properly executed and submitted with the bid proposal.

#### 16. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. [www.nj.gov/health/workplacehealthandsafety/right-to-know/](http://www.nj.gov/health/workplacehealthandsafety/right-to-know/)

#### 17. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60- 6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at

[http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr\\_construction.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/pwr_construction.html)

Bidders are responsible for checking for updates to the rates, if any, to properly bid this contract, and in no way are to assume that the rates listed herein are current.

The current prevailing wage rates as of 8/25/21 may be found here:

<https://lwdwebpt.dol.state.nj.us/archivewages/222115127-middlesex-8-10-21.pdf>

The Contractor shall be responsible for maintaining payroll records and must make such records available to the PHA and/or to HUD, on request. The Contractor may use form WH-347 available online or by request to the Authority.

## 18. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at [www.state.nj.us/labor/lsse/lspubcon.html](http://www.state.nj.us/labor/lsse/lspubcon.html).

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

19. EQUIPMENT CERTIFICATION Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20).

20. REFERENCES-Submit at least three references.

**VIII. METHOD OF CONTRACT AWARD** - The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The owner may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.

Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: [www.irs.gov/pub/irs-pdf/fw9](http://www.irs.gov/pub/irs-pdf/fw9).

One contract for the work shall be awarded to the lowest responsive, responsible bidder(s). Please refer to form HUD – 5370-EZ, a copy of which is included herein, for general conditions of the contract, as these will be made part of the final contract.

After the contract has been awarded, but before any work is started against the contract, the Contract Administrator shall conduct an orientation conference with the Contractor and appropriate representatives of the Authority. The purpose of the orientation conference is to aid both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

In the rare event of equal bids, where two or more low bids are considered equal in all respects (including the evaluation of qualifications by the Authority's architect), the award will be decided by drawing lots in the presence of the bidders who submitted the tie bids.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

After the contract has been awarded, the Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

## **IX. CAUSES FOR REJECTING BIDS**

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,

- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

## **X. TERMINATION OF CONTRACT**

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or

provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

## **XI. PAYMENT**

The Bid Breakdown included herein shall be completed in its entirety and submitted by the bidder. Requests for periodic payments to the contractors shall be discussed before the award of the contract.

- a. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- b. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- c. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
  1. Deliverables not complying with the project specification;
  2. Claims filed or responsible evidence indicating probability of filing claims;
  3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- d. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

## **XII. OTHER PROVISIONS**

- a. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
  1. Not use or disclose protected health information other than as permitted or required by law
  2. Use appropriate safeguards to protect the confidentiality of the information
  3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.



- b. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- c. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- d. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
- e. Change Orders: If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized Authority representative. If price is affected, the Contractor and the Authority must agree upon a change order which states an agreement between the Contractor and the Authority for:
  - 1. A change in work
  - 2. The amount of the adjustment in Contract Sum
  - 3. The amount of the adjustment in Contract Time

Once the change order has been approved and properly procured, Contractor will receive written authorization to continue. A sample Change Order Authorization Form is included herein for review.

### **XIII. QUALIFICATIONS**

- a. Prospective bidders and all subcontractors shall complete the Bidder's or Sub-Contractor's Qualifications questionnaire included herein. Steps shall be taken as deemed necessary to determine the ability of the bidders to perform the obligations under the Contract and the bidder shall furnish to the Authority with such information and data for this purpose as the Authority may request. The right is reserved to reject any proposal where the investigation of the evidence does not satisfy the Authority that the bidder is qualified to properly carry out the terms of the Contract.

- b. General Contractor must list (where applicable) with their bid all subcontractors who will actually be used for:
- (a) Plumbing and Gas fitting of all kindred work.
  - (b) Steam and hot water heating and ventilating apparatus and all kindred work.
  - (c) Electrical Work
  - (d) Structural Steel and Ornamental Iron Work
- c. In addition to the requirements stated above, the General Contractor:
- (a) Must be prepared to demonstrate that each of the listed subcontractors is qualified to perform the specific work for which they are listed in the bid. Each subcontractor must submit with the bid the Bidder's or Sub-Contractor's Qualifications questionnaire included herein.
  - (b) Must provide evidence of performance security for each subcontractor with the bid. The evidence or performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as a consent of surety) issued by a qualified surety company. Evidence of performance security may be supplied by the General Contractor on its own behalf and on behalf of any or all of its listed subcontractors, or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total amount of bid.
  - (c) May not substitute unlisted subcontractors, or use subcontractors if they are not identified in bid, following award of the contract.
  - (d) Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a performance bond contract.
  - (e) The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.
  - (f) All Bidders who intend to use 'in house plumbers' to perform the plumbing work on the contract, are directed to the provisions of New Jersey Statutes 45:14C-21; New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit, unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State regulations.
  - (g) In the event the General Contractor will perform work specified in paragraph B (a)(b)(c)(d) (Plumbing/Gas; HVAC; Electrical; Structural Steel/Ornamental Iron) with its own salaried non-subcontracted work force, then the General Contractor must so designate itself on bidding documents, and furnish the Authority prior to award of the contract with required information establishing qualifications in such trade(s).
  - (h) The General Contractor is advised that once they advise the Authority in their bid documents, they will perform the designated trade(s) with their own salaried force, they will not later be permitted to perform same by subcontractor or otherwise.

**Thank you for your interest!**

## INVITATION FOR BID

PUBLIC NOTICE  
Sayreville Housing for Seniors Corporation  
**ADA Site Improvements at Gillette Manor**

The Sayreville Housing for Seniors Corporation (SHSC) will receive sealed bids for the ADA Site Improvements of Gillette Manor located at 650 Washington Rd., Sayreville, NJ 08872 as per the technical specifications and drawings outlined in Section II of the Contract Documents. The work shall minimally include the labor, materials and equipment for the site work demolition and installations, asphalt pavement milling, asphalt paving, concrete curbing and ADA work in the existing parking lot.

Sealed bids will be received until 2:00 p.m. prevailing time on Thursday, September 30, 2021 at the SHSC offices, 650 Washington Rd., Sayreville, NJ 08872, at which time all bids will be publicly opened and read aloud.

**The pre-bid meeting** shall be held on September 9, 2021 at 9:00 a.m. at the SHSC offices. The Contract Documents including technical specifications and drawings may be obtained at no cost at the SHSC website at [www.SayrevilleHA.org](http://www.SayrevilleHA.org). Bidders are urged to check back often for addenda.

A bid guarantee in the form of a bid bond executed by the bidder and acceptable sureties, certified check or bank draft, payable to the Sayreville Housing for Seniors Corporation shall be submitted with each bid. The bid guarantee shall be in an amount equal to but not less than ten percent (10%) of the total amount (not to exceed \$20,000). Bids bonds must be obtained from a New Jersey licensed company that appears on the latest edition of the US Treasury Circular Number 570, List of Approved Sureties.

Bidders must be registered with the New Jersey Department of Treasury, Division of Revenue and with the New Jersey Department of Labor as a Public Works contractor at the time the bids are received.

The SHSC does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.

The SHSC invites the participation of and Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all bids or to waive any informality in bidding. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The above and all other contract and bid requirements are described in the Contract Documents.

Advertised 8/27/21 and 9/2/21 in the Home News Tribune

**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**

## CONSTRUCTION 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 take affirmative action to ensure that such applicants are recruited and employed, 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 action shall include, but not be limited to the following: employment, up-grading, 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 of 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 Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment

Sayreville ADA Site Improvements BID 2021

goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration,

in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

## **AMERICANS WITH DISABILITIES ACT OF 1990** **Equal Opportunity for Individuals with Disability**

The contractor and the Sayreville Housing for Seniors Corporation, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 et seq.), Sayreville ADA Site Improvements BID 2021

which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

## NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

#### PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS (N.J.S.A. 40A:11-16.7)

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing



site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

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

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

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

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

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

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

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

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

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

(2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting

information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

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

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

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension. Page 39

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

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

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

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

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

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

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time

by which the contractor completes the work in relation to the contractually required completion date, or both. d. A contract subject to this section shall include the following change in quantity provisions:

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

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

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

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

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

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

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

**Model Public Works Bid Specification Language  
Withdrawal of Bid  
(N.J.S.A. 40A:11-23.3)**

## **Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances**

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to:

Douglas G. Dzema, Executive Director  
650 Washington Road  
Sayreville, NJ 08872

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

## **Form of Bid**

### **ADA Site Improvements at Gillette Manor-page 1**

I have received the Contract Documents entitled "ADA Site Improvements at Gillette Manor" issued by the SHSC. I have examined all parts of the Contract Documents, including federal, state and local requirements,

and all Addenda. I have visited the site and have clear understanding of the Scope of Work for which I submit the following bid.

In submitting this bid, I agree:

To hold my bid open for **sixty (60)** days after bid opening.

1. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish insurance and other requirements as stated and required in the Contract Documents.
2. To accomplish the work in accordance with the requirements of the Contract Documents.
3. To complete the work on time and to the quality required in the Contract Documents.

**NOTE:** Base Price is for **all** work to be completed as shown on the Drawings. Provide separate deduct Alternate Price to complete all work as outlined in the alternate description. Low bidder will be determined based on the lowest responsive and responsible Base Price bid. Should the Authority not have sufficient funds to undertake all work bid under the Base Price, a Contract may be awarded to the low bidder, as determined below, by adding the Alternate Price bid to the Base Price bid to complete the resulting work under a single Contract. Alternate price has no effect on the determination of the lowest responsive and responsible Bidder. All amounts shall be indicated in both words and numbers. In case of a discrepancy, the words will govern.

<b>Proposal Form</b> <b>Sayreville Housing for Seniors Corporation</b> <b>Gillette Manor Site ADA Improvements</b> <b>Borough of Sayreville, Middlesex County, NJ</b> <b>CSE No. 20-102</b> <b>Bids Due: XXXXXXXX</b>					
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QTY	UNIT PRICE	TOTAL COST
1	SOIL EROSION AND SEDIMENT CONTROL	LS	1		
2	MAINTENANCE AND PROTECTION OF TRAFFIC	LS	1		
3	1-13, SOIL AGGREGATE, SUB-BASE (IF & WHERE DIRECTED)	TON	10		
4	REMOVAL OF PAVEMENT	SY	195		
5	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK	SY	195		
6	MILLING, 2" DEPTH	SY	1,790		
7	HOT MIX ASPHALT 9.5M64, LEVELING COURSE (IF & WHERE DIRECTED)	TON	20		
8	HOT MIX ASPHALT 9.5 M64, SURFACE COURSE, 2" THICK	TON	261		
9	HOT MIX ASPHALT 19M64, BASE COURSE, 4" THICK	TON	57		

**Form of Bid**  
**ADA Site Improvements at Gillette Manor-page 2**

10	TRAFFIC STRIPES, THERMOPLASTIC, YELLOW, 4" WIDE	LF	1,210		
11	CONCRETE CURB	LF	205		

12	TRAFFIC STRIPES, THERMOPLASTIC, BLUE, 4" WIDE	LF	250		
13	TRAFFIC MARKINGS, THERMOPLASTIC, BLUE	UNIT	4		
14	TRAFFIC MARKINGS, THERMOPLASTIC, YELLOW	UNIT	5		
15	CONCRETE SIDEWALK, 4" THICK	SF	3,190		
16	DETECTABLE WARINING SURFACE	SY	11		
17	BICYCLE SAFE GRATE	UNIT	2		
18	CURB PIECE	UNIT	2		
19	RESET HANDRAILS	LS	1		
20	HANDRAILS	LS	1		
21	TOPSOILING, 4" THICK (IF & WHERE DIRECTED)	SY	100		
22	FERTILIZING & SEEDING, TYPE 'GU' (IF & WHERE DIRECTED)	SY	100		
	<b>BASE BID TOTAL</b>				

Words

Numbers

The undersigned acknowledges to have familiarized himself/herself/themselves with local conditions affecting the cost of the work, and with all documents pertaining to these Contract Documents.

Signature

Contact Print Name / Title

Company Name of Bidder

Federal ID#

Street Address

City, State - Zip Code

Contact Name and Title

Telephone Number / Fax Number / Email Address

# Sayreville Housing for Seniors Corporation

## CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Sayreville Housing for Seniors Corporation

Re: \_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Project Description)

This is to certify that the \_\_\_\_\_  
(Surety Company)

will provide to the Sayreville Housing for Seniors Corporation a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(Authorized Agent of Surety Company)

Date: \_\_\_\_\_

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED  
AGENT OR REPRESENTATIVE OF A SURETY COMPANY  
AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

## **AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

### **GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

Sayreville ADA Site Improvements BID 2021

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

c. A photocopy of 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.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Sayreville Housing for Seniors Corporation

### STATEMENT OF OWNERSHIP DISCLOSURE

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

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

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_



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

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

**Part II**

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

**OR**

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

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

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

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

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

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

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

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

#### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the SHSC 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 government agencies to notify the government agency 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 government agency to declare any contract(s) resulting from this certification void and unenforceable.

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

## **Sayreville Housing for Seniors Corporation**

### **NON-COLLUSION AFFIDAVIT**

State of New Jersey  
County of Middlesex

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)  
in the County of \_\_\_\_\_ and State of \_\_\_\_\_ of full age, being duly

sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

\_\_\_\_\_ the bidder making this Proposal for the bid  
entitled \_\_\_\_\_, and that I executed the said proposal with  
(title of bid proposal)  
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 \_\_\_\_\_ relies upon the truth of the statements contained in said  
(name of contracting unit)

Proposal and in the statements 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  
\_\_\_\_\_.

Subscribed and sworn to before me this day \_\_\_\_\_

Date

Signature

\_\_\_\_\_  
(Type or print name of affiant under signature)

Notary public of \_\_\_\_\_

My Commission expires \_\_\_\_\_

(Seal)

## **Sayreville Housing for Seniors Corporation**

### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

Dated

Acknowledge Receipt  
(initial)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: \_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the 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 <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** 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**

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is 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"). Disregard Part 2 and complete and sign the Certification below.

**OR**

☐ B. 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 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 information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, 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/Bidder 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 will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(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

# Sayreville Housing for Seniors Corporation

## EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name of above: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Sayreville Housing for Seniors Corporation

## REFERENCES

List at least 3 references. Please fill completely.

### **REFERENCE #1**

Company Name \_\_\_\_\_

Contact Name/Title \_\_\_\_\_

Phone Number/Fax Number \_\_\_\_\_

### **REFERENCE #2**

Company Name \_\_\_\_\_

Contact Name/Title \_\_\_\_\_

Phone Number/Fax Number \_\_\_\_\_

### **Reference #3**

Company Name \_\_\_\_\_

Contact Name/Title \_\_\_\_\_

Phone Number/Fax Number \_\_\_\_\_

# Sayreville Housing for Seniors Corporation

## SUBCONTRACTOR LISTING

Please list the names of all subcontractors and/or sub-consultants to be used on this project (add additional sheets if necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

\_\_\_\_ Check here if the bidding company will not be using any subcontractors.

***THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE BIDDING COMPANY WITH THE BID.***

\_\_\_\_\_  
Name of bidding company

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed name of authorized representative

\_\_\_\_\_  
Title

Sworn and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

(SEAL)



# Sayreville Housing for Seniors Corporation

## SUBCONTRACTOR CERTIFICATION FORM pg 1

All subcontractors/consultants designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified.

Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

Please print the following information legibly. NOTE: Provide this information on additional sheets, as required, in accordance with the following format.

How many years has the subcontractor been engaged in this particular field? \_\_\_\_ years.

Subcontractor/consultant

Firm Name

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Contact Person

\_\_\_\_\_

Telephone #

\_\_\_\_\_

Fax #

\_\_\_\_\_

Trade

\_\_\_\_\_

State License #

\_\_\_\_\_

***THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE SUBCONTRACTOR WITH THE BID.***

\_\_\_\_\_  
Name of company

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed name of authorized representative

\_\_\_\_\_  
Title

Sworn and subscribed to me this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

(SEAL)

# SUBCONTRACTOR CERTIFICATION FORM pg 2

Provide a list of relevant contracts (company/firm) completed by proposed subcontractors/consultants within the last two (2) years.

**DO NOT INCLUDE WORK FOR THE SAYREVILLE HOUSING FOR SENIORS CORPORATION**  
(This form may be duplicated to include additional relevant contracts)

1.	<hr/> Company Name	<hr/> Telephone #	<hr/> Complete Date
	<hr/> Address	<hr/> Contact Person	
	<hr/> City/State/Zip	<hr/> Contract Amount	
2.	<hr/> Company Name	<hr/> Telephone #	<hr/> Complete Date
	<hr/> Address	<hr/> Contact Person	
	<hr/> City/State/Zip	<hr/> Contract Amount	
3.	<hr/> Company Name	<hr/> Telephone #	<hr/> Complete Date
	<hr/> Address	<hr/> Contact Person	
	<hr/> City/State/Zip	<hr/> Contract Amount	
4.	<hr/> Company Name	<hr/> Telephone #	<hr/> Complete Date
	<hr/> Address	<hr/> Contact Person	
	<hr/> City/State/Zip	<hr/> Contract Amount	
5.	<hr/> Company Name	<hr/> Telephone #	<hr/> Complete Date
	<hr/> Address	<hr/> Contact Person	
	<hr/> City/State/Zip	<hr/> Contract Amount	

# BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS

**Complete sets of qualification section must be submitted for each bidder and each sub-contractor. Photocopy this section as needed, and check the appropriate box to indicate bidder/subcontractor.**

Bid for: ada Site Improvements at Gillette Manor

**BIDDER** ☐

**SUBCONTRACTOR** ☐

Name of Bidder or

Subcontractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least 3 years in this particular field and can submit a suitable record of satisfactorily completing similar projects. In addition, he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

How many years have you been or engage in construction under your present firm or trade name?

\_\_\_\_\_ Years.

How many years has your organization been performing the work required under this contract?

\_\_\_\_\_ Years.

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_

Vice President's Name(s): \_\_\_\_\_

If a partnership, answer the following:

Date of Organization: \_\_\_\_\_

We normally perform \_\_\_\_\_ % of the work with our own forces. Describe the general character of work performed by your company.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment along with its present condition.

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What equipment to you intend to lease or purchase for use on this project should the contract be awarded to you? Provide a description of the quantity, size, type and capacity of the equipment you intend to lease or purchase.

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Have you ever failed to complete any work awarded to you? If so, state the circumstances.

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Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, the other organization and the circumstances.

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Has any officer or partner in your organization ever failed to complete a construction contract handled in his own name? If so, state the name of the individual and the circumstances.

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Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

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In what manner have you inspected the proposed project?

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The work, if awarded to you, will have the personal supervision of whom?

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Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted and complete the Subcontractor Certification Form.

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Have you made contracts or received firm offers for all materials within price use regarding your proposal? Do not give names of dealers or manufacturers.

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Give Trade references.

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Give bank references.

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Give full information concerning all of your contracts in progress, whether private or government contracts, whether prime or sub-contracts, whether in construction or awarded but not yet begun, or whether you are the low bidder pending formal award of contract.

Owner - Location - Description - Contract Amount - % Completed - Estimated Completion Date

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List the most important contracts completed by your company in the last five years, stating the gross cost for each and the month and year started and completed.

Owner - Location - Description

Contract Amount - Start Date - Completion Date

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**AFFIDAVIT**

State of \_\_\_\_\_

SS.

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says:  
(Individual's name)

THAT he is \_\_\_\_\_,  
(Owner, Officer or Partner of the firm of etc.)

the party making the foregoing proposal or bid for the ADA Site Improvements at Gillette Manor in Sayreville, NJ; that all answers to the foregoing questions and all statements contained in this questionnaire are true and correct, and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the SHSC in verification of the recitals contained in this questionnaire.

\_\_\_\_\_  
(Signature of Bidder)

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

# BID DOCUMENT CHECKLIST\*

## Sayreville Housing for Seniors Corporation

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Bid Document Checklist*	
<input type="checkbox"/>	One Original of the Entire Bid	
<input type="checkbox"/>	Bid Form	
<input type="checkbox"/>	Bid Guarantee	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Acknowledgement of Receipt of Addenda (regardless of issuance of addenda)	
<input type="checkbox"/>	Statements and Qualifications of Bidders and Subcontractors (one for each bidder and subcontractor)	
<input type="checkbox"/>	Subcontractor Listing/Certification Form(s)	
<input type="checkbox"/>	Statement of Ownership Disclosure	
<input type="checkbox"/>	<i>Evidence of Affirmative Action Compliance**</i>	
<input type="checkbox"/>	<i>Business Registration Certificate**</i>	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Public Works Contractor Certificate (Prevailing Wage) for Bidder and Each Sub-Contractor	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	References	

**\*Submit this form as the first page of your bid and the  
Bid Form as the second page.**

**\*\*Statutorily allowed to be provided with bid OR prior to execution of contract.**

**Full Name (Print):**\_\_\_\_\_ **Title:**\_\_\_\_\_

**Signature:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**ATTACHMENT A-FORM OF CONTRACT-DO NOT SUBMIT**

**ADA Site Improvements at Gillette Manor**

***This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ by and between***

(Name of Contractor)  
(Address)

hereinafter called the "Contractor," and the

Sayreville Housing for Seniors Corporation  
650 Washington Road  
Sayreville, NJ 08872

hereinafter called the "Authority".

**WITNESSETH** that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

**Article 1. Statement of Services.** The Contractor shall furnish all labor, materials, tools and equipment and shall perform and complete all work required for the ADA Site Work needed at Gillette Manor located at 650 Washington Rd., Sayreville, NJ 08872, as per the technical specifications and drawings outlined in Section II of the Contract Documents dated September 30, 2021 which are incorporated herein by reference and made a part hereof. The work shall minimally include the labor, materials and equipment for the site work demolition and installations, asphalt pavement milling, asphalt paving, concrete curbing and ADA work in the existing parking lot.

**Article 2. Term of Contract.** The Contractor shall complete all work as specified within 60 days of Notice to Proceed.

**Article 3. Scope of Work.** The scope of work includes the labor, materials and equipment to perform all work per the technical specifications and drawing included in the Contract Documents which are incorporated by reference and made a part hereof.

**Article 4. Performance of Work, Work Requirements and Contractor's Responsibility.** The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority or as listed in the subcontractor certificate.

Contractor will schedule and perform the work between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless prior written permission is granted by the Authority to perform work at other times. The Contractor shall coordinate all his activities with the Authority. The Authority may charge to the contractor any additional costs for inspections or testing.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing the work, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The



Contractor shall dispose of all debris off-site in accordance with all applicable Federal, State and local statutes, ordinances and regulations.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

The Contractor shall apply and pay for any applicable permits related to the work. Fees for Building permits issued through the City Code Enforcement office are waived. No final payments shall be processed without furnishing written documentation the work has been inspected and the Borough of Sayreville Code Enforcement Department has closed out the permit.

**Article 5. Rates and Payments.** The Authority shall pay the contractor a lump sum fee of \_\_\_\_\_ dollars and \_\_\_\_ cents (\$\_\_\_\_\_.\_\_\_\_) after all (or periodic) work has been satisfactorily completed and tested. The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. The invoice must be accompanied by certified payrolls for the period that is invoiced. Payment shall be due within 30 days of receipt of the invoice by the Authority. No payments shall be processed without attached certified payrolls covering payment period.

**Article 6. Insurance.** Before performing any work, the Contractor shall furnish the Authority with certificates of insurance, naming the Authority and engineer as additional insureds, showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies, which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days' prior written notice has been given to the Authority.

**Article 7. New Jersey Business Registration Requirements.** The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award. Bidders shall be registered, however, at the time of the bid opening.

The contractor 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 Authority, 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 this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of 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.34 (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 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 properly provided under a contract with a contracting agency.

**Article 9. Assignment of Contract.** The Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority, does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

**Article 9. Contract Documents.** Contract Documents shall consist of the following component parts:

1. This instrument;
2. Drawing;
3. Technical Specifications;
4. Invitation for Bids dated 9/30/21;
5. Bid submitted by the contractor dated 9/30/21;
6. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

\_\_\_\_\_ by \_\_\_\_\_  
(Name)  
(Title)  
(Company Name)  
(Phone Number)

In the presence of:

\_\_\_\_\_ by \_\_\_\_\_  
Douglas G. Dzema, PHM  
Executive Director  
Sayreville Housing for Seniors Corporation

**SECTION II**  
**TECHNICAL SPECIFICATIONS AND DRAWINGS**  
**CENTER STATE ENGINEERING**

Please direct all questions pertaining to this section to:

[DSabey@PerthAmboyHA.org](mailto:DSabey@PerthAmboyHA.org)

AND

[KMeade@CenterStateEngineering.com](mailto:KMeade@CenterStateEngineering.com)

The following technical specifications and drawings include:

TECHNICAL SPECIFICATIONS and DRAWINGS – 3 PAGES