

**Notice To Contractors**

**Instruction To Bidders**


Specifications and Form of Proposal

**ROOFING AND SIDING  
AT THE HO-HO-KUS MUNICIPAL BUILDING**

Borough of Ho-Ho-Kus  
Bergen County, NJ

Bid Date: **June 21, 2023**

Bid Time: **11:00 A.M.**

Submitted By:	
Contractor:	
Address:	
City & State:	
Prepared By:	<div style="text-align: center;"> _____ David A. Hals, P.E., L.S., P.P. &amp; C.M.E. N.J.P.E. &amp; L.S. License No. 29994 Schwanewede Hals &amp; Vince Borough Engineer</div>

**BOROUGH OF HO-HO-KUS, NJ  
NOTICE TO BIDDERS**

NOTICE is hereby given that Sealed Bids will be received by the Mayor and Council of the Borough of Ho-Ho-Kus in the County of Bergen, State of New Jersey, for the project known as:

**ROOFING AND SIDING AT THE HO-HO-KUS MUNICIPAL BUILDING**

DATE OF RECEIPT OF BIDS – June 21, 2023

TIME OF BIDS – 11:00 A.M.

Sealed proposals for the captioned project, will be received by the Borough of Ho-Ho-Kus at the Municipal Building, 333 Warren Avenue, Ho-Ho-Kus, New Jersey, prevailing time and date noted above, at which time and place they will be publicly opened and read aloud.

The work shall be completed by September 1, 2023.

Copies of the plans and specifications and other contract documents are on file and opened to public inspection at said Municipal Building and sets of such documents may be obtained from the Borough of Ho-Ho-Kus at the Municipal Building, 333 Warren Avenue, Ho-Ho-Kus, New Jersey 07423 (Phone: 201-652-4400) between 8:30 AM and 4:00 P.M., and on the Borough website <https://www.hhkborough.com/borough-clerk/pages/bid-notice>

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C.17:27. In addition, bidders are notified that they must pay the prevailing wage rate as determined by the "New Jersey Wage Act, Chapter 150 of the Laws of 1963", extension effective July 1974. Also required, in compliance with P.L. 2004, c.57, is proof of business registration as evidenced by a copy of a Business Registration Certificate issued by the N.J. Department of the Treasury, Division of Revenue. In compliance with N.J.S.A. 34:11-56.48, the "Public Works Contractor Registration Act", all contractors bidding on this project must be registered with the NJ Department of Labor and proof of registration is required at the time of bid submission.

The character and amount of bid security to be furnished by the bidder is stated in the "Instructions to Bidders" contained elsewhere in these specifications. No bid may be withdrawn within sixty days after the scheduled time for the receipt of bids.

The Mayor and Council of the Municipality reserves the right to waive any informality in or to reject any or all bids as may appear to the best interest of the Municipality.

FOR THE BOROUGH OF HO-HO-KUS

Joan Herve  
Borough Clerk

## **DEFINITION OF TERMS**

<b><u>MUNICIPALITY</u></b>	Borough of Ho-Ho-Kus
<b><u>GOVERNING BODY</u></b>	Mayor and Council
<b><u>ENGINEER</u></b>	Schwanewede Hals & Vince 111 Littleton Road, Suite 200 Parsippany, NJ 07054 (201)337-0053
<b><u>BIDDER</u></b>	Any individual, firm or corporation submitting a proposal for the work as advertised.
<b><u>ADVERTISEMENT</u></b>	The notice to Bidders printed in the official newspaper of the Municipality setting the date for receiving bids.
<b><u>PLANS</u></b>	All drawings, tracings and reproductions relating to the construction specified herein.
<b><u>SPECIFICATIONS</u></b>	All provisions, requirements and directions contained herein, together with all written agreements, orders for additional and extra work, made or to be made, pertaining or relating to the method and manner of construction, or quantity and quality of materials to be furnished.
<b><u>CONTRACT</u></b>	The agreement covering the performance of the work and the furnishing of all materials required. The contract includes the Advertisement, Proposal, Plan, Specifications, Bond, and any other agreements or orders which may be required to complete the construction in a substantial and proper manner.
<b><u>BOND</u></b>	The approved form of security furnished by the Contractor and his Surety, as a guaranty of good faith on the part of the Contractor to execute and perform the work in accordance with the terms of the plans, specifications and the contract.
<b><u>PROPOSAL</u></b>	The prepared form on which Bidder submits the bid or proposal for the work advertised.

**1978 Senate No. 721, P.L. 1979, Chapter 152-(N.J.S. 40A:11 - 16.1)**

This provision of law affects contracts for the construction, reconstruction, alteration or repair of any building, structure, facility or other improvements to real property, which require the withholding of payment of percentage of the amount of the contract.

The Contractor may agree to the withholding of payments in the manner prescribed in the contract, or he may deposit with the contracting unit negotiable bearer bonds or notes of any political subdivision of the State.

This provision of law affects only those contracts where the total price exceeds \$100,000.00.

**NEW JERSEY PREVAILING WAGE**

Bidders are notified that they must pay workmen the prevailing wage rate as determined by the New Jersey Department of Labor and Industry, for this project.

This will be made a part of the contract pursuant to the "New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963" (extension effective July 1974).

The Contractor shall be required to pay all workmen engaged in the performance of the contract, the prevailing rate of wages as ascertained from the Commissioner of Labor and Industry in the locality in which the public work is to be performed for each craft or trade or classification of all workmen needed to perform the contract during the anticipated term thereof. The Contractor shall keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by him in connection with any public work, which records shall be preserved for two years from date of payment; and the Contractor shall post the prevailing wage rates for each craft and classification involved, including the effective date of any changes thereof in prominent and easily accessible places at the site of the work and at such place or places as used by them to pay workmen their wages. The Contractor shall file written pay statements as required by law, certifying to the amounts then due and owing to any and all workmen for wages due on account of the public work. The statements shall set forth the names of the persons whose wages are unpaid and the amount due to each and shall be verified by the oath of the Contractor.

In the event it is found that any workman employed by the Contractor for the performance of the work herein, is paid less than the required wage rates, the Municipality may terminate the Contractor'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 thereupon the Contractor and his sureties shall be liable to the Municipality or any excess costs occasioned thereby.

## **GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report Employee  
Information Report Form AA302

The contractor and its subcontractor 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 at N.J.A.C.17:27.**

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A 10:5-31 et seq., 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, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The contractor or subcontractor, where applicable, will send to each labor union or representative 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 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 so 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 at N.J.A.C. 17:27.**

**Alternative Dispute Resolution (ADR) in Public Contracts**  
**(N.J.S. 40A:11 - 16.1)**

As required by the provisions of Chapter 371, Laws of 1977 which became effective January 18, 1998, any controversy or claim arising out of or relating to this contract or the breach thereof, must first be submitted to non-binding arbitration, in an attempt to resolve the dispute prior to accessing the judicial system for settlement. The costs for any non-binding arbitration will be divided equally between the Contractor and the Municipality.

**34:9-2 - RESIDENT CITIZENS TO BE PREFERRED**  
**IN EMPLOYMENT ON PUBLIC WORKS**

In the construction of any public work for the State, or any County, City, Town, Township, Borough or Village, or other municipal corporation or any Board, Commission or Officer thereof, whether the same be a building, excavation, sewer, or drainage construction, road building, paving, bridge or any other form or kind of public work, preference in employment thereon shall be given to citizens of the State of New Jersey who have resided and maintained domiciles within the State for a period of not less than one year immediately prior to such employment. Persons other than citizens of the State may be employed when such citizens are not available.

Every contract for the construction of public works shall provide that if this section is not complied with the contract shall be voidable at the instance of the State, County or Municipality.

All Boards, Officers, Agents or employees having the power to enter into contracts which provide for the expenditure of public money on public works, shall file in the office of the Commissioner of Labor the names and addresses of all Contractors holding contracts with the State or any County, or Municipal Corporation, or with and Board, Committee, Commission of Officer thereof. Upon the demand of the Commissioner, a Contractor shall furnish a list of the names and addresses of all his or its Subcontractors.

Each Contractor performing work for the State, or for any County, or Municipal Corporation, or for any Board, Committee, Commission, or officer thereof shall keep a list of his or its employees, stating whether they are native born citizens or naturalized citizens, and in case of naturalization, the date thereof and the name of the court in which granted.

Any person, firm or corporation violating the provisions of this section shall be deemed and judged a disorderly person, and upon conviction shall be punishable by a fine of not less than fifty dollars nor more than five hundred dollars, or by imprisonment of not less than thirty days nor more than ninety days, or by both such fine and imprisonment.

**THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT:**

All contractors must supply a copy of their N.J. Contractor's Registration Certificate with the bid, which is subject to the provision of the N.J. Prevailing Wage Act, Chapter 150, Laws of 1963 (NJSA 34:11-56.25, et.seq.). Copies of subcontractor's Registration Certificate can be submitted to the Borough Clerk after bid and prior to award.

**BUSINESS REGISTRATION CERTIFICATE**

"For bid to be considered, proof of Business Registration, as evidenced by a copy of a Business Registration Certificate issued by the N.J. Department of Treasury, Division of Revenue must be provided at time of Bid submission, in accordance with P.L. 2004, c.57".

## **INSTRUCTIONS TO BIDDERS**

### **BIDDER REQUIREMENTS**

Bidders are instructed to visit the site of the proposed work to completely familiarize themselves with the project and with all physical features adjacent to the site. Bidders are further instructed to familiarize themselves with the plans and specifications for this project and all their requirements.

### **FAMILIARITY WITH PROPOSED WORK**

Bidders shall carefully examine the form of proposal, all plans, specifications and the estimate of quantities, and satisfy themselves concerning all conditions pertaining or relating to them. Bidders shall submit these entire specifications, including Consent of Surety, proposal, and all else necessary at the place of the opening of bids. Failure to do so will render the bid informal and it will be rejected. An extra proposal form marked "Bidders Worksheet" has been included to be used by the Bidder as his worksheet and to be retained by him/her.

### **MATERIALS**

In accordance with Chapter 15, Title 40, and Chapters 32, 33, Title 52 Revised Statutes, the Contractor as a condition of the contract, shall and hereby does agree that in the carrying out and completion of contract, only domestic materials and products manufactured in the United States will be used whenever available, unless exceptions to this rule are made by the Borough Authorities.

### **ESTIMATE OF QUANTITIES - OPEN END CONTRACT**

This contract shall be considered an "Open End Contract" as defined in NJAC 5:34-4.1. The estimated quantity on the bid sheet shall be the basis of calculating the bid amount for contract award purposes. It is understood that the actual quantity for each item could vary from the minimum to maximum quantities tabulated.

### **ESTIMATE OF QUANTITIES – UNIT PRICE CONTRACT**

The Estimate of Quantities listed in the Schedule of Prices specifies the different items of work upon which the Award of the Contract is to be made. The quantity of work is approximately that specified for each unit of construction. The Engineer reserves the right, with the consent of the Governing Body, to increase or diminish any or all quantities, or to omit any if it should be deemed necessary to do so.

### **ESTIMATE OF QUANTITIES - LUMP SUM CONTRACT**

Any quantities indicated for a Lump Sum Bid are only a guide. Bidders shall determine the actual quantities for estimation. The Lump Sum Bid will be the basis upon which the award of the contract is to be made.

The Bidder shall determine or estimate the quantities of the items of work involved to his own complete satisfaction. It shall be definitely understood by the Bidder that no adjustment of the contract price will be

made on the premise that unforeseen conditions, which would have affected his bid price or his estimate of quantities, were not apparent or predictable prior to bidding.

### PROPOSAL

The Bidder shall submit his proposal on the form attached to these specifications. He will state the prices, written in ink or typewritten in numerals, for each item of work. The Bidder shall sign his proposal correctly. If an individual makes the proposal, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the State under the laws of which the corporation was chartered, show the names, titles and business addresses of the President, Secretary and Treasurer.

Bidders shall submit their proposal in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name for the work as shown in the place stated in the advertisement. They will be publicly opened and read aloud, on the date and at the time set and stated in the advertisement.

Bidders will not be permitted to withdraw any proposal after it has been received, except with the consent of the Governing Body. Under no condition will the Bidder be allowed to withdraw his bid after the opening of the first bid and for sixty days thereafter.

Bidders are cautioned not to attach any conditions, limitations or provisions to their proposal. Any such limitations, conditions or provisions will render the bid informal and it will be rejected. Bids will not be received or considered on alternate methods of construction or for the use of materials other than those specified.

### PROPOSAL GUARANTY

Bidders shall enclose with their bids a certified check, cashier's check or approved bid bond, for an amount equal to ten (10) percent of the total amount of their bid, made payable to the order of the Municipality.

### RETURN OF PROPOSAL GUARANTY

The proposal guaranty shall be returned to all Bidders, except the two (2) lowest responsible Bidders within three (3) days after the opening of bids. The proposal guaranty of the two (2) lowest responsible Bidders shall be returned within forty-eight (48) hours after the execution of the contract.

## CONSENT OF SURETY

Each proposal must be accompanied by a Consent of Surety \*\* from an approved surety company, licensed to conduct business in the State of New Jersey, agreeing to furnish the required completion bond upon the award of contract.

## REJECTION OF PROPOSALS

The Governing Body reserves the right to reject any or all bids and to waive any informality as may appear to the best interest of the Municipality.

## ADDENDA

If any addenda to these specifications shall be issued, copies will be forwarded by registered mail, return receipt requested, to all prospective Bidders prior to the date set for the opening of bids. Failure of a Bidder to receive any addenda shall relieve the Bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents.

\*\*Approved surety companies are those assigned a B+ or better rating by A.M. Best Company.

## AWARD OF CONTRACT - LUMP SUM CONTRACT

The Governing Body will award all contracts within sixty (60) days from the date of the opening of proposals. The contract for the work as outlined in these documents and specifications will be awarded, subject to all other governing factors, to the responsible Bidder submitting the lowest lump sum price bid for the work. The Lump Sum Price will be the total amount of payment to be made for the satisfactory completion of all work called for on the plans, in the specifications and under the respective contract, except as provided under "Changes in the Work."

## AWARD OF CONTRACT - OPEN END CONTRACT

The Governing Body will award all contracts within sixty (60) days from the date of the opening of proposals. The contract will be awarded, subject to all other governing factors, to the responsible Bidder submitting a bid in which the aggregate of the unit prices submitted based on the estimated quantities, is the lowest. In the event that there is a discrepancy in the extension or totals, the unit price will govern. Proposals in which the unit prices bid are obviously unbalanced may be rejected.

## AWARD OF CONTRACT – UNIT PRICE CONTRACT

The Governing Body will award all contracts within sixty (60) days from the date of the opening of proposals. The contract will be awarded, subject to all other governing factors, to the responsible Bidder submitting a bid in which the aggregate of the unit prices submitted based on the estimated quantities, is the lowest. In the event that there is a discrepancy in the extension or totals, the unit price will govern. Proposals in which the unit prices bid are obviously unbalanced may be rejected.

## EXECUTION OF CONTRACT AND COMMENCEMENT OF WORK

The individual, firm or corporation to whom or to which the contract is awarded shall sign the contract and furnish the necessary bond and file it in the office of the Clerk of the Municipality or the Governing Body within ten (10) days after said award. No proposal will be binding upon the Governing Body until the execution of the contract and the filing of the Bond and its acceptance by the Governing Body. The necessary bond shall be a Surety Bond, acceptable to the Governing Body in a sum to equal one hundred (100) percent of the amount of the contract.

Failure on the part of the successful Bidder to sign the contract and furnish a Surety Bond as required within ten (10) days of the award, will be just cause for the annulment of the award. In such cases, it is understood by the Bidder that the guaranty deposited with the proposal will be forfeited to the Governing Body, as liquidated damages, and not as a penalty. The Contractor shall be held responsible for carrying out and completing all of the provisions of the contract and specifications. He/She shall not sublet, transfer, or assign the contract or any portion thereof to any other party without the written consent of the Governing Body.

## EQUIPMENT AND WORKMEN

Bidders shall familiarize themselves thoroughly with the requirement herein regarding equipment required for the proper execution of the work and the character of workmen to be employed.

## LAWS, ORDINANCES, PERMITS

The Contractor shall secure all permits, insurance or licenses needed under the State Laws or Municipal Ordinances affecting this work at his own expense. Ignorance regarding such requirements shall in no way serve to modify the provisions of this contract. He shall make all requests of public utilities for the removal or changing of any of their overhead or underground lines, and will be responsible for the execution of all such changes.

## ARBITRATION

I-34.01 – Alternate Dispute Resolution (ADR) in Public Contracts (NJS 40A:11-16.1). As required by the provisions of Chapter 371, Laws of 1977 which began effective January 18, 1998, any controversy or claim arising out of or relating to this contract or the breach thereof, must first be submitted to non-binding arbitration, in an attempt to resolve the dispute prior to accessing the judicial system for settlement. The costs for any non-binding arbitration will be divided equally between the Contractor and the Borough.



## **GENERAL SPECIFICATIONS**

### **BID PRICES**

The bid price for each item of work as outlined herein, whether it be unit price or lump sum, shall include all labor, material, equipment, and all else necessary to properly execute the work. No additional compensation will be allowed for any related work required to properly execute the stated work except as contained herein.

### **WORK TO BE PERFORMED – UNIT PRICE CONTRACT**

The work to be performed consists of furnishing all materials, equipment, transportation, labor, and all else necessary for the proper construction in the manner herein specified for the different items of work designated in the proposal. The quantity of work is approximately that specified for each unit of construction. These quantities are estimates only and may be increased or decreased in the manner provided. The Borough Engineer must approve all changes/modifications before any work is performed in the field.. The work will be completed in every respect, free from obstructions and ready for immediate use. The repair and replacing of work and materials for two (2) year after the date of its acceptance by the Governing body is a part of the contract.

### **WORK TO BE PERFORMED - OPEN END CONTRACT**

The work to be performed consists of furnishing all materials, equipment, transportation, labor, and all else necessary for the proper construction in the manner herein specified for the different items of work designated in the proposal. The quantity of work is approximately that specified for each unit of construction. These quantities are estimates only and may be increased or decreased in the manner provided. The Borough Engineer must approve all changes/modifications before any work is performed in the field. The work will be completed in every respect, free from obstructions and ready for immediate use. The repair and replacing of work and materials for two (2) year after the date of its acceptance by the Governing body is a part of the contract.

### **WORK TO BE PERFORMED - LUMP SUM CONTRACT**

The work to be performed consists of furnishing all materials, equipment, transportation and labor, and all else necessary for the proper construction in the manner herein specified for the work as shown on the plans and specifications. The work will be completed in every respect, free from obstructions and ready for immediate use. The repair and replacing of work and materials for two (2) year after the date of its acceptance by the Governing Body is a part of the contract.

## CHANGES IN WORK – UNIT PRICE CONTRACT

If the Engineer or Governing Body desires changes in either the quantity or the quality of work to be performed or materials to be furnished, they will have the right to have them made and the Contractor does hereby agree to make such changes. These changes may reduce, increase, or eliminate the quantity specified or the changes may call for work or material not contemplated in the original schedule. When additional work is to be performed of a kind not embraced in the Proposal, or being so embraced, is done at a lesser or greater price than originally agreed upon, the Contractor shall receive a written order signed by the Engineer and approved by a representative of the Governing Body. This order shall state the additional work to be done, the amount to be paid therefore, and the number of additional days, if any, that will be added to the time specified for the completion of the entire contract. The price stated in the written order representing the sum to be added or deducted from the contract amount will be determined at the discretion of the engineer in one or more of the following ways:

- (a) By estimate & acceptance of a lump sum price
- (b) By unit prices to be agreed upon
- (c) By net cost plus fifteen percent (15%) or by net cost plus a fixed sum

The determination of the Engineer of any question or dispute that might arise as to the correct net cost of labor or materials furnished under a written order will be final and conclusive.

## CHANGES IN WORK - OPEN END CONTRACT

If the Engineer or Governing Body desires changes in either the quantity or the quality of work to be performed or materials to be furnished, they will have the right to have them made and the Contractor does hereby agree to make such changes. These changes may reduce, increase, or eliminate the quantity specified or the changes may call for work or material not contemplated in the original schedule. When additional work is to be performed of a kind not embraced in the proposal, or being so embraced, is done at a lesser or greater price than originally agreed upon, the Contractor shall receive a written order signed by the Engineer and approved by a representative of the Governing Body. This order shall state the additional work to be done, the amount to be paid therefore, and the number of additional days, if any, that will be added to the time specified for the completion of the entire contract. The price stated in the written order representing the sum to be added or deducted from the contract amount will be determined at the discretion of the Engineer in one or more of the following ways:

- (a) By estimate & acceptance of a lump sum price
- (b) By unit prices to be agreed upon
- (c) By net cost plus fifteen percent (15%) or by net cost plus a fixed sum

The determination of the Engineer of any question or dispute that might arise as to the correct net cost of labor or materials furnished under a written order will be final and conclusive.

## CHANGES IN WORK - LUMP SUM CONTRACT

If the Engineer or Governing Body desires any changes to the work shown on the plans or outlined by the specifications under a Lump Sum Contract, these changes will be authorized and performed as outlined in the previous section for work not embraced in the proposal.

## DUTIES OF THE CONTRACTOR

When working within a road or right-of-way, the Contractor shall maintain a safe passable right-of-way at all times. When instructed by the Engineer, he shall do whatever is necessary to eliminate excessive dusty, muddy or dangerous conditions, and do so at his own expense. At his own expense, the Contractor shall erect and maintain at closures, intersections and other points where dangerous conditions exist, all necessary barricades, danger signals and warning signs, provide a sufficient number of watchmen and take the precautions necessary for the proper protection of the work and the safety of the public.

Where detours are necessary and required, the Contractor shall provide and maintain acceptable warning and detour signs at all closures, intersections and along the detour routes, directing the traffic around the closed portions of the highway, so that the temporary detour route or routes shall be indicated clearly throughout the entire length. All barricades and obstructions shall be illuminated at night with red lights which shall be kept burning from sunset until dawn.

The Contractor shall not enter upon or make use of any private property along the line of the work without first obtaining written permission of the owner. He shall be held responsible for damages or injury done by those in his employ, to any private or public property of any character during the execution of the work.

The Contractor, at all times, will observe and comply with all Federal and State laws, local by-laws, ordinances, regulations, etc. that in any manner affect the conduct of the work and the materials to be used. He shall indemnify and save harmless the Municipality and all its officers, agents, and servants against any claim or liability arising from or based on the violation by himself or his employee, of any such laws, by-laws or ordinances, regulations, orders or decrees.

The Contractor will allow, while the work is underway, to any and all companies owning railway tracks, pipes, subway ducts or any other surface or subsurface construction on the line of the work, an opportunity for the preservation of the same from injury; all without charge, or expense to the Municipality. If during the normal construction, any existing utility line, sewer, drain, house or service connection, etc. is damaged or requires relocation, the Contractor shall make or arrange to have made the necessary repairs or relocation at his own expense.

The building of structures for housing men, tools, machinery or supplies, will be permitted at places approved by the Engineer, provided compliance is made with the requirements of the local health bodies or tribunals having jurisdiction.

No work shall be done between the hours of 6:00 P.M. and 7:00 A.M. Monday - Friday, nor on Saturdays, Sundays or Borough holidays except as is necessary for the proper care and protection of the work already performed or in case of an emergency. Work will only be performed during these times with permission from the Engineer.

## EQUIPMENT

The Contractor shall use only first class equipment. All equipment that has been previously used shall be in first class working condition before its use will be permitted. Sufficient equipment shall be used to permit the work to be completed within the specified time. The equipment shall be such that no injury to adjacent property, or highways, will result from its use. The equipment used for any item, unit, or method of construction herein defined, shall comply with the requirements specified therefore. When any special type of equipment or quality of equipment is designated, the Contractor shall use only this type of equipment and in the quantity required.

All equipment will at all times be subject to inspection and condemnation by the Engineer, and when so condemned, will not be used further on the work site.

## WORKMEN

The Contractor shall attend to every part of the work, either personally or through a competent superintendent or work manager, who shall be kept on the work site and be authorized to receive instructions in the absence of the Contractor.

The Contractor shall employ only competent personnel. They shall be experienced and skilled in the particular type of work they are expected to perform. Work shall be performed in a neat and proper manner and in strict compliance with the requirements of the specifications or the instructions of the Engineer and Inspector. Whenever the Engineer notifies the Contractor or his representative in charge in writing, that any person is not properly qualified, is not endeavoring to perform the work in a satisfactory manner, is working contrary to the provisions of the specifications or the instruction of the Engineer or Inspector, or is disorderly, that person shall thereupon be discharged and not again employed by the Contractor upon this contract without permission in writing from the Engineer. Payment will not be made for any work constructed by workmen after their dismissal has been requested by the Engineer in this manner.

## DEFECTIVE WORKMANSHIP OR MATERIALS

Within a period of two (2) year after the completion and acceptance by the Governing Body, the Contractor shall repair or replace, at the time and in the manner required by the Governing Body, all work performed or materials furnished that were not performed or furnished according to contract, or have become defective since being placed. If the work shall, in the judgment of the Engineer, require repairing during that time, he will notify the Contractor to make such repairs. If the Contractor should refuse or neglect to make these repairs within five (5) days from the date of service of notice in writing, the Engineer will have the work done as the Governing Body may see fit. The Governing Body will recover the cost thereof by deducting from any monies due to the Contractor, or by an action at law against the Contractor or his Surety, or by either or both methods.

The Engineer will certify in writing that the necessary work of repairing or replacing has been done before releasing the guarantee surety bond.

## ENGINEER

The Engineer is Schwanewede Hals & Vince, Professional Engineers & Land Surveyors, Parsippany, New Jersey, or his authorized representatives. He will furnish all surveys, drawings, specifications and estimates of quantities. He will furnish certificates of the quantities of work done before payment can be made. Should any difference arise between the contracting parties as to the meaning or intent of these specifications, the Engineer's decision on those matters will be final and conclusive between the contracting parties.

All instructions necessary to give due and full effect to any of the provision of these specifications will be given by him. All materials and workmanship of any kind will be subject at all times to his inspection and verification. Whenever unfaithful, imperfect, or unsuitable workmanship or material is discovered, he will immediately condemn it and it must at once be removed from the work and replaced with proper material. He may grant extension of the date of completion, subject to the approval of the Governing Body.

## INSPECTOR'S DUTIES AND AUTHORITY

Inspectors employed by the Governing Body or the Engineer shall be authorized to inspect all work done and material furnished on the work under the direction of the Engineer. If deemed advisable, inspection may extend to the point of manufacture or production of materials to be used, and the Contractor will be required, under such conditions, to furnish every reasonable facility for the making of any such inspection.

Inspectors will report daily to the Engineer as to the progress of the work and the manner in which it is being performed. Any difference of opinion as to the interpretation of the specifications or plans, etc., arising between the Contractor and the Inspector will be referred immediately to the Engineer for decision.

Inspectors will not, in any way, interfere with or attempt to control the organization or method of procedure adopted by the Contractor, nor in any way later, modify or release any provision or requirement of the specifications or plans, approve or accept any portion of the work, or issue any instruction contrary to the provisions of the plans and specifications. Inspectors will, at all times, cooperate to the fullest extent possible in assisting the Contractor in the determination of the proper meaning of the plans and specifications, and in any other manner to facilitate and expedite the progress of the work. No suggestion, advice, or the inspection of materials of work made by the Inspectors will be construed as binding the Engineer or the Governing Body, now as releasing the Contractor from the fulfillment of the terms of the contract and specifications.

## DRAWINGS

The specifications on file with the Municipality or Governing Body and the office of the Engineer, show general location, details and dimensions. The Contractor must keep a copy of the contract plans and specifications on the site at all times.

Construction in all respects will be according to the drawings, which form a part of these specifications. On all drawings, figured dimensions are to govern in cases of discrepancy between scale and figures, unless otherwise determined by the Engineer.

## STANDARD SPECIFICATIONS

If reference is made to the Standard Specifications of the following organizations or societies, it shall mean the latest STANDARD SPECIFICATIONS, or tentative specification, and they shall become a part of these specifications.

The following abbreviations may be adopted within these specifications:

A.S.T.M.	-	American Society for Testing Materials
A.A.S.H.T.O.	-	American Association of State Highway and Transportation Officials
N.J.D.O.T.	-	New Jersey Department of Transportation
A.C.I.	-	American Concrete Institute
A.I.S.C.	-	American Institute of Steel Construction

## COMPLETION

The work shall be completed within the specified number of days from the execution of the contract. The Borough Engineer will determine substantial completeness. In the case where the Contractor fails to complete the work within the time limit specified for such completion, or within any further time in accordance with the provisions of this agreement as shall be fixed or allowed for such completion, the Contractor will pay the Governing Body for each and every day that he, the Contractor, is in default, the sum from the Schedule of Liquidated Damages as listed hereafter.

The work shall be completed by **September 1, 2023**.

### **Schedule of Liquidated Damages for Each Day of Overrun in Contract Time**

Original Contract Amount		Liquidated Damages	
From more than	To and Including	Calendar Day	Working Day
\$0	\$500,000	\$300	\$420
500,000	1,000,000	\$400	\$560
1,000,000	2,000,000	\$500	\$700
2,000,000	5,000,000	\$700	\$880
5,000,000	10,000,000	\$1,000	\$1,400
10,000,000	15,000,000	\$1,200	\$1,680
15,000,000	20,000,000	\$1,375	\$1,925
20,000,000	25,000,000	\$1,500	\$2,100
25,000,000	50,000,000	\$1,880	\$2,600
50,000,000	75,000,000	\$2,300	\$3,200
75,000,000	-----	\$2,600	\$3,600

The Governing Body will recover these damages by deducting the amount out of any monies which may be due or become due the Contractor, or by an action at law against the Contractor or his surety, or by either or both of these methods.

#### STOPPING WORK

The Governing Body or Engineer, will by written notice, stop any portion of the work if in its or his judgment, the same cannot be or is not being properly done. No allowance will be made for such stoppage, except by an extension of time for the completion of the work.

#### ABANDONMENT OF CONTRACT

If at any time, the Engineer judges and so certifies in writing to the Governing Body, that the work herein described or any part has been abandoned, is unnecessarily delayed, the Contractor is willfully violating any of the covenants of this Contract or is executing the same in bad faith, the Governing Body will notify the Contractor in writing to discontinue all work under this contract. The Governing Body may employ other parties to complete the work in accordance with these specifications and use such material as may be found upon the line of the work and if necessary, procure other material for its completion. The Governing Body will recover the cost of this work done by deducting the amount thereof out of any monies which may be due or become due the Contractor, or by any action of law against the Contractor or his Surety or by either or both of these methods.

#### CONDITION OF ACCEPTANCE

The work shall comply with the drawings and specifications as the same may have been modified as herein provided. At the time of acceptance, the completed work shall be finished in a neat and workmanlike manner. Defects arising from any cause or at any time before acceptance shall be made good and the complete work put in the condition as herein specified prior to acceptance.

#### MEASUREMENT OF QUANTITIES

All work will be measured by the Engineer according to United States Standard Measurements.

#### PAYMENTS (FOR CONTRACTS \$100,000.00 OR LESS)

Upon receipt of a signed voucher and approval by the Engineer, the Municipality will make monthly payments to the Contractor for the work completed during that month. Ten percent (10%) of the amount due for each monthly voucher on each partial payment shall be withheld by the Municipality pending completion of the contract. Upon completion and presentation of a statement of final cost, signed by the Engineer, and acceptance of the work by the Municipality, the final invoice will be paid including all withheld payments upon receipt of the maintenance guarantee as described in these specifications.

#### PAYMENTS (FOR CONTRACTS GREATER THAN \$100,000.00)

Upon receipt of a signed voucher and approval by the Engineer, monthly payments will be made by the Municipality to the Contractor for the work completed during that month. Two percent (2%) of the amount due for each monthly voucher, on each partial payment, shall be withheld by the Municipality pending completion

of the contract. Upon completion and presentation of a statement of final cost, signed by the Engineer, and acceptance of work by the Municipality, the final invoice will be paid including all withheld payments upon receipt of the maintenance guarantee as described in these specifications.

### GUARANTEE

The Contractor shall guarantee all labor and materials for a period of two (2) year from the date of acceptance by the Engineer of the work done. The Contractor shall make all needed repairs on the work as it progresses during this two (2) year period, except those due to ordinary wear and tear. The Contractor shall supply a one (2) year maintenance bond with the statement of final cost in an amount equal to fifteen percent (15%) of the amount of the contract.

### EXISTING AND NATURAL DRAINAGE

Should it be necessary during the execution of the work to interrupt or obstruct natural surface drainage of the flow of artificial drains, the Contractor shall provide for this during the progress of the work in such a way that no damage will result to either public or private interests. He shall be held liable for all damages that may result from any neglect to provide for either natural or artificial drainage, which he may have interrupted.

### FINAL CLEANING UP OF WORK

Upon completion of the work and before its acceptance, the Contractor will clean and remove from highway, sidewalks, lawns and adjacent property, all surplus and discarded materials, rubbish and temporary structure, restore in an acceptable manner all property, both public and private, which may have been damaged during the execution of the work, and shall leave the entire project in a neat and presentable condition.

### WORKMEN'S COMPENSATION

The Contractor shall take out and maintain Workmen's Compensation Insurance to fully protect the Owner as required by existing law, or as it may be amended during the life of this contract. In case, the Contractor shall subcontract any portion of the work, he shall require that all employees of the Subcontractor are properly covered by Workmen's Compensation Insurance. Certificate of Insurance shall be filed with the Owner.

### PUBLIC LIABILITY, PROPERTY AND AUTOMOBILE INSURANCE

The Contractor shall take out and maintain during the life of this contract at his own expense Public Liability Insurance for Bodily Injury and Property Damage, Owner's and Contractor's Protective Insurance, and Automobile Insurance to protect himself, and his employees, the Owner, and any Subcontractor performing work covered by this contract. This protection includes claims or damages for personal injury, including wrongful death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be, by himself, a Subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall hold harmless the Owner for liability for personal injuries, including wrongful death, as well as claims for damages to property, including any legal fees arising out of such claims and the amounts of such insurance shall be as follows:



(A) PUBLIC LIABILITY AND OWNER'S AND CONTRACTOR'S  
PROTECTIVE INSURANCE

In an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person, and subject to the same limit for each person, and an amount of not less than \$2,000,000.00 for one accident, and property damage insurance in an amount of not less than \$500,000.00 for each accident, and for an aggregate limit of not less than \$1,000,000.00. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Contractor are commenced, and shall be kept in effect until all operations shall be satisfactorily completed. The originals or copies of policies shall be furnished to the Owner and approved before operations commence.

The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required or by separate policies of insurance:

- (1) Blasting and explosion;
- (2) Collapse of or structural injury to any structure due to excavation or pumping, shoring or demolition of any structure, or the removal or rebuilding of any structural support thereof;
- (3) All vehicles and equipment;
- (4) The term "caused by accident" in the standard policy shall be broadened by the inclusion of the term "Occurrence". There shall be no exclusions in the policy that shall exclude the work to be performed.

(B) AUTOMOBILE INSURANCE

- (1) Public Liability Insurance to cover each automobile, truck, vehicle, or other equipment used in the performance of the contract in an amount not less than \$1,000,000.00 for injury or death of one person and not less than \$2,000,000.00 for injury or death of two or more persons;
- (2) Property Damage Liability Insurance to cover each automobile, truck, vehicle, or other equipment used in performance of the contract in an amount not less than \$500,000.00 in any accident.

LABOR-EQUIPMENT-WAGES-HOURS

The Contractor shall comply with all requirements of the labor laws of the State of New Jersey applicable to contracts on behalf of a Municipality for construction, alteration, or repair of any buildings of public works, including particularly without limitation of the foregoing, the provisions relating to hours and wages set forth in Section 34:10-1, Section 34:11-1, and Section 34:11-1.1 of the Revised Statutes.

Chapter 9, Title 34, Revised Statutes providing that only citizens of the United States at the time of their employment, shall be employed, and citizens of the State of New Jersey who have resided in the State not less than one year be given preference in employment on public works. If the provisions of these laws are not being complied with, the contract shall be voidable at the insistence of the Owner.

Chapter 10, Title 34, Revised Statutes, providing as a condition of the contract establishment of an eight-hour working day for laborers, workmen and mechanics, and requiring payment of prevailing rates of wages and providing penalties for violations.

Revised Statutes, Chapter 2, Title 10, requires and it is hereby specified that the Contractor or vendor as a condition of the contract, shall and hereby does agree in addition to all and any other requirements for observance of Federal, State and Municipal laws and requirement:

- (a) In the hiring of laborers, workmen and mechanics for the performance of the work under this contract or any contract hereunder, no Contractor, or any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, creed, color, national origin, ancestry or sex discriminate against any citizen of the State of New Jersey who is qualified and available to perform the work to which the employment relates;
- (b) No Contractor, Subcontractor, or any person acting on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of the work under this contract on account of race, creed, color, national origin, ancestry or sex;
- (c) There may be deductibles from the amounts payable to the Contractor by the State of New Jersey or by any Municipal Corporation thereof, under this contract, a penalty for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of this contract;
- (d) This contract may be canceled or terminated and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

However, if this contract should be prosecuted with the aid of a Federal or State loan or grant, then the appropriate Federal or State Regulations and Limitations as to working hours shall take precedence and prevail.

#### FAMILIARITY WITH WORK

It is the obligation of the Bidder to ascertain for himself all the facts concerning conditions to be found at the location of the project. This includes all physical characteristics above or below the surface of the grounds; to fully examine the plans and read the specifications, to consider fully these and all other matters which can in any way affect the work under the Contract and to make the necessary investigations relating thereto. The Contractor agrees to this obligation in the signing of the Contract. The Municipality assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning the physical characteristics at the site of the Project. The Contractor agrees that he will make no claim for additional payment or extension of time for completion of the work or any other concession because of any misinterpretation or

misunderstanding of the Contract, on his part, or of any failure to fully acquaint himself with all conditions, including subsurface conditions, relating to the work.

It is the obligation of the Bidder to make his own investigations of subsurface conditions prior to submitting his Proposal. Borings, test excavations and other subsurface investigations, if any, made by the Engineer prior to the construction of the project, the records of which may be available to the Bidders, are made for the Municipality as a guide for design. Said borings, test excavations and other subsurface investigations are not warranted to show the actual subsurface conditions and Bidders are specifically advised not to rely on it.

### COMMENCEMENT OF WORK

Upon execution of the contract by the Municipality, a fully executed copy thereof together with a notice to proceed will be forwarded to the Contractor. Receipt of the executed contract and notice shall constitute the Contractor's authority to enter upon the site of the work.

Construction operations shall begin within 15 days of the execution of the contract.

The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance, or interference caused by or attributable to commencement of work prior to the 15<sup>th</sup> day following execution of the contract of the Municipality.

The Contractor shall give the Borough Engineer at least 72 hours advance notice in writing of his intention to start construction operations.

### PRE-CONSTRUCTION CONFERENCE & PROJECT SCHEDULE

A pre-construction conference will be held after execution of the contract and prior to commencement of work. The Engineer shall prepare an agenda and prepare and distribute a transcript of proceedings to all parties in attendance. The Contractor and major Subcontractors shall be prepared to discuss all items on the agenda.

At the conference, the Contractor shall furnish the Engineer with a "Project Schedule". The Project Schedule shall be a horizontal bar-type construction schedule which includes separate sub-schedules for shop drawing submittal and required approval dates; dates for beginning and completing each phase of work; factory and field testing dates. The Contractor is to submit three copies of the schedule for the Engineer's review and approval.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall:

- (a) Submit a revised schedule for completion of the work within the Contract time;
- (b) Modify his operation to provide such additional materials, equipment and labor necessary to meet the revised time estimates.

## SHOP DRAWINGS

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data that are prepared by the Contractor, manufacturer or supplier and which illustrate some portion of the work.

Three sets of shop drawings for each item of work shall be submitted to the Engineer. The submittal shall include: owners name, project name, contract number and Contractor's name. Shop drawings are to be provided to the Engineer sufficiently in advance of performing the related work. No installation is authorized until an approval for the applicable item is received from the Engineer.

## ENVIRONMENTAL PROTECTION

The Contractor shall comply with all Federal, State, County and Local Law and regulations controlling pollution of the environment.

The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds and reservoirs with silt, fuels, oils, bitumen, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

All equipment and operations necessary in the execution of the Contract work shall not cause noise levels in excess of Federal, State and Local laws and regulations.

The Contractor shall implement and maintain proper soil erosion and sediment control techniques in accordance with "Standards for Soil Erosions and Sediment Control in New Jersey". The location and method of such work shall be constructed in accordance with the plans and as directed by the Engineer.

## PUBLIC UTILITIES AND OTHER UNDERGROUND FACILITIES

It shall be the Contractor's responsibility to notify in writing all the various utility companies concerned prior to the initial start of work, so that they will have sufficient time to locate, relocate or construct their facilities. The Contractor shall also be responsible for the location of all underground lines and appurtenances such as existing sanitary sewer and house connections, existing water and gas lines, existing storm drains, etc., whether such underground lines and appurtenances are noted or not noted on the plans, so as to prevent any direct interference with underground lines being constructed.

All utilities shall be adjusted 72 hours prior to construction.

The Contractor is responsible for coordinating site work with the utility companies so as not to disrupt the progress of the job and the workmanship of said improvement. All existing utilities are to be located and adjusted by the various utilities concerned. Utilities have been located on the drawings by the Engineer as designated by the utility companies. The Engineer does not assume responsibility for said locations. The Contractor must have the utility companies verify said locations.

The Contractor shall at his own expense properly support and maintain all public utility structures and facilities together with all other existing underground lines and appurtenances he may encounter in connection with the work, and shall replace any street signs, stop signs, bus station signs, etc., which may have to be removed

temporarily and replace or repair any he may damage. The Contractor shall comply with the "NJ HIGH VOLTAGE PROXIMITY ACT".

Should the Contractor in course of the construction work cause any damage to the existing underground lines and appurtenances, he shall at his own expense restore or repair the damaged lines.

### RECYCLED MATERIALS

When ANY materials which are removed, under any item in this Contract, are determined to be recyclable, the Contractor shall provide certified weight tickets to the Recycling Coordinator so that the Municipality will be credited with the proper tonnage of recycled materials.

### CLEANUP

The Contractor shall at all times keep the project site and adjacent areas free of waste material, debris, rubbish and other unsuitable materials caused by his employees or work and shall remove same from any area of the site at least DAILY.

### FINAL ACCEPTANCE

(A) RESTORATION Upon completion of the work, the Contractor shall clean and remove all surplus and discarded materials, rubbish and temporary structures; restore in an acceptable manner all property, both public and private which has been damaged or disturbed during the execution of the work; and shall leave the project in a neat and presentable condition.

(B) FINAL INSPECTION When in the opinion of the Contractor the project has been completed, he shall so notify the Engineer in writing to arrange for a final inspection.

The Engineer will make the inspection after such notice and notify the Contractor of any defects to be remedied.

The Contractor shall start work immediately upon receipt of this notice. All work shall continue without interruption, until completion.

In the event the Contractor shall fail to remedy such defects, the Municipality may, at its option, make all necessary repairs. The cost of this work, including all engineering and administrative costs, shall be deducted from any payment due the Contractor. Any work under this section does not extend contract time.

After completion of the above work, the Engineer will forward to the Contractor all documents to be completed by the Contractor. The project is accepted after all documents are returned and approved by the Engineer.

## SURPLUS EXCAVATED MATERIAL

All surplus excavated material and debris shall become the property of the Contractor and disposed of outside the Municipality.

## SPECIAL CONDITIONS

### A. DESCRIPTION

The work described herein and to be performed in accordance with the requirements of the plans and these specifications shall consist of improvements so indicated.

### B. METHODS OF CONSTRUCTION

In the area of the project site, there are several subsurface utilities, overhead primary power lines and overhead to underground customer services. The Contractor is required to notify the "Underground Plant Location Service" at 1-800-272-1000 for the exact location of underground utilities, prior to the start of the project.

The Contractor shall implement and maintain proper soil erosion and sediment control techniques in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey".

All soil erosion and sediment control techniques shall, as applicable, be removed at the completion of the project.

The Contractor shall be responsible for the maintenance and cleaning of existing roadways in the area of construction. The Engineer may direct the Contractor to clean existing pavement of dirt, waste and other foreign matter. The Contractor shall exercise care and prudent judgment in the handling, stockpiling and cleanup of excavated materials to minimize dusty conditions. If dusty conditions prevail in the opinion of the Engineer, the Contractor may be directed to furnish and spread calcium chloride over the affected areas at no extra cost to the Borough.

The Contractor shall be responsible for constructing and maintaining access to the site. Prior to the start of construction, the Contractor shall provide to the Engineer the method of access for approval. The Contractor shall restore to the original condition all access areas.

All surplus material shall become the property of the Contractor and be disposed of outside of the Borough of Ho-Ho-Kus.

The Contractor shall restore all areas disturbed prior to leaving the site.

### **C. QUANTITY AND PAYMENT**

No separate payment shall be provided for the above items of work. All costs for the above described "Methods of Construction" shall be deemed included in the items bid in the Proposal.

### **STATE LAW REQUIREMENTS**

- A. Bidder must submit with the bid a properly executed Stock Ownership affidavit. Form is provided within the specifications.
- B. Bidders are required to comply with provisions of Americans with Disabilities Act of 1990. The requirements are enclosed with these specifications.
- C. Bidders are required to comply with the requirements of PL 1975, c.127 (NJAC 17:27 et seq.) concerning Affirmative Action. These requirements are enclosed with these specifications.
- D. Bidders must supply with the Bid a copy of their N.J. Business Registration Certificate and a copy of all listed subcontractors N.J. Business Registration Certificate per P.L. 2004, c57.

### **TAX EXEMPT**

All prices quoted on the bid form shall be exclusive of all Federal Excise Tax and New Jersey Sales Tax. The registered Federal Excise Tax number for the Borough of Ho-Ho-Kus is 226001995. The Municipality is exempt from paying sales tax under Section 8A of NJPL 1966 Chapter 30 Sales Tax Act.

### **STANDARDS OF QUALITY (OR EQUAL CLAUSE):**

These specifications refer to specific makes, model numbers, materials, standards and services. However, these specifications in no way intended to restrict competitive bidding. All Bidders who can furnish the services described in these specifications are invited to bid. Bidder must be prepared to show that the services being bid are equivalent to the services detailed in these specifications. If the services are varied in some area, the Bidder must explain in writing as part of the proposal, listing the exceptions to the services specified. When any reference is made to a manufacturer, a trade name, a patent or trademark in these specifications, it is understood that the words "or equal" are included. The Municipality may require samples or physical examinations of items purported to be "equal". The Municipality has the right to make the determination as to "equality".

### **MUNICIPAL REQUIREMENTS**

Bidder must submit with the bid a properly executed non-collusion affidavit. The form is included in these specifications.

**SUPPLEMENTARY SPECIFICATIONS**  
**FOR THE**  
**ROOFING AND SIDING AT THE HO-HO-KUS MUNICIPAL**  
**BUILDING**  
**IN THE BOROUGH OF HO-HO-KUS**  
**COUNTY OF BERGEN**

**AUTHORIZATION OF CONTRACT**  
-----

The contract for this project is authorized by the provisions of local public contracts law, NJSA 40A: 11-1 et seq.

**WAGE RATES**  
-----

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html). The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, *et seq.*).

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency 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 to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the contracting agency for any excess costs occasioned thereby.



## SCOPE OF WORK

### **GENERAL**

The items bid as roofing and siding shall include all material equipment and labor necessary to install new roofing and siding at the Ho-Ho-Kus Municipal building at 333 warren avenue, Ho-Ho-Kus, N.J.

The Contractor must obtain all building and construction permits prior to the start of construction. All work shall be completed in accordance with the currently adopted International Building Code, New Jersey Addition.

The Contractor must take care when working near the trees around the Municipal Building. The trees are monuments. Trimming of the trees is prohibited. The base of the trees and tree roots must be protected from damage during construction.

All work and materials shall be installed in accordance with manufactures specifications.

### **SCOPE OF WORK FOR THE ITEM “NEW ROOFING (complete)” - BASE BID:**

It is the intent of the Borough to remove and replace the entire roof on the Municipal building. The estimated area of the roof is approximately 14,500 square feet. It is the responsibility of the contractor to measure the roof prior to submitting the bid. (The area provided is only for informational purposes to provide an estimated range and scale of the project). The work shall include the following:

1. Remove all existing shingles, flashings, and underlayment from each roof.
2. Remove existing gutters and leader pipes with care so that they can be reused.
3. Inspect the existing plywood sheathing for deterioration with the engineer.
4. Remove and replace deteriorated plywood sheathing within the field of the roof at the direction of the Engineer up to 100 sq. ft. Plywood shall be replaced in kind or at the direction of the Engineer. All replaced plywood shall match existing thicknesses.
5. Install new GAF Weather Watch ice shield manufactured by GAF or approved equal on eaves, ridges, valleys, and areas where the roof abuts the exterior wall. Remove existing siding and wrap the GAF Weather Watch up the abutting walls and on the roof deck and replace any removed siding.
6. At all eaves, install GAF Weather Watch ice shield membrane, or approved equal, from edge of roof to achieve a typical dimension of 24 inches from the face of the exterior wall up the roof.
7. Install GAF Weather Watch ice shield membrane on northeast roof above the police department (area approximately 200 sq.ft.) as directed by the engineer.
8. Install new aluminum drip edge on eaves and rakes as per manufacturer's instructions. Metal to be installed under the self-adhering leak barrier at roof eaves and extends behind the gutters and over the underlayment at roof rakes.
9. Install new GAF Weather Watch underlayment, or approved equal, as per manufacturer's written recommendations.
10. Install new GAF Timberline HD shingles, GAF Timbertex Hip/Ridge shingles and GAF Pro Starter Strips, or approved equal materials, and new 8" x 8" aluminum step flashing bent with 4" height

and 4" flat on entire roof. The shingles shall be a stock color. The shingle shall be submitted to the engineer prior to ordering the material.

11. Install new aluminum counter flashing as required.
12. Install new Snow Country Vent, or approved equal, at all ridges in accordance with manufacturer's installation instructions.
13. Remove and replace existing roof penetration flashing and flanges with new materials. Install new GAF Weather Watch, or approved equal, around penetrations prior to flashing.
14. Install new aluminum flashing around chimneys and replace inadequate (lower than 12" in height at chimney) crickets and diverters. Install crickets where missing.
15. Install aluminum water diverters behind the existing skylights.
16. Remove the existing static vents and install (6) new power roof fans.
17. Clean and fasten existing gutters and leader pipes.
18. Properly and legally dispose all removed materials.
19. Clean entire worksite each day and maintain worksite in a neat, safe, and orderly manner.

#### ROOF REPLACEMENT ALTERNATE BID ITEMS

1. Remove and replace deteriorated plywood sheathing within the field of the roof at the direction of the Engineer over 100 sq. ft. Plywood shall be replaced in kind or at the direction of the Engineer. All replaced plywood shall match existing thicknesses.
2. GAF Base Warranty (if GAF products are used or an approved equal)
3. GAF System Plus Warranty (if GAF products are used or an approved equal)
4. GAF Golden Pledge Warranty (if GAF products are used or an approved equal)

#### SCOPE OF WORK FOR "NEW SIDING (complete)" - BASE BID:

It is the intent of the Borough to remove and replace the all of the aluminum siding on the Municipal building. It is the responsibility of the contractor to measure the siding prior to submitting the bid. The work shall include the following:

1. Remove all existing aluminum siding and underlayment.
2. Install Tyvek HomeWrap manufactured by DuPont or approved equal in accordance with manufacturer's installation instructions.
3. Install horizontal Hardie Plank Lap Siding, or approved equal, and Z-flashing and L-flashing in accordance with the manufacturer's installation instructions. Care shall be taken to adhere to fastening and waterproofing requirements. Width of clap boards and color to be approved by Engineer prior to ordering materials. The Hardie Plank siding shall be factory white.
4. All cut ends shall be painted prior to installation.
5. The siding shall be blind nailed.
6. Caulk as required.
7. Properly and legally dispose all removed materials.
8. Clean entire worksite each day and maintain worksite in a neat, safe, and orderly manner.

# *Sample Contract*

# BOROUGH OF HO-HO-KUS CONSTRUCTION CONTRACT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the BOROUGH OF HO-HO-KUS in the County of Bergen, a Municipal Corporation of the State of New Jersey, with offices at 333, Warren Avenue, Ho-Ho-Kus, N.J., hereinafter referred to as the “BOROUGH”, and “\_\_\_\_\_” hereinafter referred to as the “CONTRACTOR”.

## WITNESSETH:

1. CONTRACTOR hereby agrees to perform the work and deliver to the BOROUGH all related services and/or materials within the time frame specified in the bid documents; namely, **work shall be completed by September 1, 2023.**
2. The BOROUGH hereby undertakes to accept the work and services and to pay for them in accordance with the terms of the Contract documents and upon presentation of a properly executed Voucher. The contract purchase price is

The Contract documents are defined as: This Contract, Documents entitled “**“ROOFING AND SIDING AT THE HO-HO-KUS MUNICIPAL BUILDING”**”, the Specifications, Proposal Forms, Exhibits, Plans, Performance Bonds, Clarifications, Addendums, and other documents submitted with or referred to in connection with the awarding of the Contract, all of which are made a part hereof. In the event of inconsistencies, the construction most favorable to the Borough shall be selected to settle any dispute.

3. The parties hereby agree as required by the provisions of Chapter 371, Laws of 1977 which became effective January 18, 1998, any controversy or claim arising out of or relating to this contract or the breach thereof, must first be submitted to non-binding arbitration, in an attempt to resolve the dispute prior to accessing the judicial system for settlement. The costs for any non-binding arbitration will be divided equally between the Contractor and the Municipality. The fact that the documents were prepared by the BOROUGH shall not be used against the BOROUGH in interpreting these documents.
4. Except as may be expressly noted in the Contract documents, the CONTRACTOR shall bear all fuel, insurance, and labor costs and shall in addition, pay all excise and other taxes.
5. **AFFIRMATIVE ACTION.** During the performance of this contract, the CONTRACTOR agrees to comply with the Affirmative Action procedures as set forth in P.L 1975, c. 127 (N.J.A.C. 17:27), Mandatory Affirmative Action Language for Construction Contracts, as set forth below:

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

- a. 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 or sex. 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 or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

- b. 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, or sex;
- c. 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 Public Agency Compliance 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.
- d. The Contractor or Subcontractor, where applicable, agrees to comply with any Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.
- e. When scheduling workers in each construction trade, the Contractor or Subcontractor agrees to attempt in good faith to employ minority workers in each construction trade consistent with the applicable employment goal prescribed by section 7.3 of said Regulations; provided however, that the Affirmative Action Office may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedure by the following provisions A, B, and C as long as the Affirmative Action Office is satisfied that the Contractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Affirmative Action Office, that its percentage of active "card carrying" members who are minority workers is equal to or greater than the applicable employment goal prescribed by section 7.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time. 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 (3) 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 Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as it is supplemented and amended from time to time. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) days prior to the commencement of construction work, the Contractor or Subcontractor agrees directly to attempt to hire minority workers consistent with the applicable employment 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 workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared directly, to hire minority workers consistent with the applicable employment goal by complying with the following hiring procedures prescribed under (B); and the Contractor or Subcontractor further agrees immediately to take said action if it determines or is so notified by the Affirmative Action Office that union is not referring minority workers consistent with the applicable employment goal.
  - (B) If the hiring of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of the preceding provision (A), or if the Contractor or Subcontractor 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 goal:

- (1) To notify the Public Agency Compliance Officer, Affirmative Action Office and at least one minority referral organization of its employment needs and request the referral of minority workers;
- (2) To notify any minority workers who have been listed with it as waiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union, if the Contractor or Subcontractor has a referral agreement or arrangement with a union for the contract. To leave standing requests for additional referral of minority workers with the local construction trade union, if the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction Trade, the State Training and Employment Service and the other approved referral sources until such time as the workforce is consistent with the employment goal;
- (4) 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 employees remain on the site consistent with the employment goal; and to employ any minority workers laid off by the Contractor or any other construction site in the area on which its workforce composition is not consistent with an employment goal, established pursuant to Regulations implementing P.L. 1975, c. 127;
- (5) To adhere to the following procedure when minority workers apply or are referred to the Contractors or Subcontractor:
- (6) Construction trade, to refer workers to fill job openings;
  - (i) If said individuals have never previously received qualification lower than that required, 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 employ such persons which satisfy appropriate qualification standards; provided, however, that a Contractor or Subcontractor shall determine that the individual at least possesses the skill and experience recognized by any work skills and experience classification determination which may have been made by a Public Agency Compliance Officer, union, apprentice referral program or a referral agency, provided the referral agency is acceptable to the Affirmative Action Office and provided further, that if necessary, the Contractor or Subcontractor shall hire minority workers who qualify as trainees pursuant to subsection 2 (k) of these Regulations. All of the requirements of this paragraph, however, are limited by the provisions of paragraph (C) below.
  - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of said minority group 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 said minority group individual is not qualified or if said individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform said individual in writing with the reasons for the determination and maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and the Affirmative Action Office.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and said records, shall be kept on forms made available by the Affirmative Action Office and shall be submitted promptly to the Office upon request.

- (C) The Contractor or Subcontractor agrees that nothing contained in the preceding provision (B) shall preclude the Contractor or Subcontractor from complying with the hiring hall or apprenticeship provisions in any applicable collective bargaining agreement or hiring hall agreement, and, where required by custom or agreement, it shall send journey workers, and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement; provided, however, that where the practices of a union or apprenticeship program will result in the exclusion of minority persons or the failure to refer minority group persons consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to said provisions (B) without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ minority advanced trainees and trainees in number which result in the employment of advanced trainees as a percentage of the total work force for the construction trade, which percentage significantly exceed the apprentice to journey worker ration specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ration established by practice or Subcontractor agrees that, in implementing the procedure of the preceding provision (B), it shall , where practicable, employ minority workers residing within the geographical jurisdiction of the union.
- (D) The Contractor agrees to complete monthly Project Manning Reports on forms provided by the Affirmative Action Office in the form prescribed by the Affirmative Action Office and submit and initial copy of said form no later than three (3) days after signing a construction contract; provided however, that the public agency may extend in the particular case the allowable time for submitting the initial form to no more than fourteen (14) days; and to submit a copy of said form once a month thereafter for the duration of this contract to the Affirmative Action Office and the Public Agency Compliance Officer, provided however, that for construction projects with a total cost of less than \$50,000., the initial and monthly Project Manning Reports shall not be submitted except when requested by the Affirmative Action Office. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-Job and off-the-job programs for outreach and training of minority trainees employed on the construction projects.
- (E) The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Provisions (d) and (e) not required for Contractors or Subcontractors with four (4) or fewer employees or a Contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

6. The CONTRACTOR agrees that the Contract will not be assigned to any other person or entity.
7. If at any time prior to the completion of the performance under this Contract, any complaint or petition for voluntary or involuntary Bankruptcy act or similar insolvency proceedings shall be instituted in any State or Federal Court, the BOROUGH shall have the right to terminate this Contract upon payment for the goods or services received and accepted minus any necessary adjustments for additional costs of completion by other parties.
8. The CONTRACTOR represents that to the best of CONTRACTOR'S knowledge, information, and belief, all bidding laws have been complied with and that no person employed by the BOROUGH has any interest direct or indirect in the subject matter of this Contract or the CONTRACTOR.

9. In order to compensate the BOROUGH for its estimated damages in the event of failure to perform, it is agreed that as a liquidated damage, and not a penalty, the Bidder shall pay the BOROUGH the monies listed in the "Schedule of Liquidated Damages" as found within the specifications, in addition to any actual costs or losses sustained by the BOROUGH as a consequence of delays in performance.
10. The CONTRACTOR agrees to comply with the reasonable directives of the Borough Engineer regarding sequencing, documentation, and other matters related to the work at no additional cost. CONTRACTOR further agrees that the Borough Engineer is the sole Representative of the BOROUGH having authority over this contract.
11. The CONTRACTOR agrees to indemnify and hold the BOROUGH and its Agents harmless from any and all claims, losses or suits and the costs estimates therewith arising out of the performance of this Contract, and to furnish Insurance Policies and the Performance Bond as set forth in the Bid Specifications.

IN WITNESS WHEREOF, the CONTRACTOR and the BOROUGH OF HO-HO-KUS, have caused this Agreement to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

BOROUGH OF HO-HO-KUS

\_\_\_\_\_  
**Joan Herve, Borough Clerk**

By: \_\_\_\_\_  
**Thomas W. Randall, Mayor**

WITNESS:

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_



### **BIDDER INSTRUCTIONS FOR SUBMISSION OF PROPOSAL**

- (1) All **colored** pages must be executed. (In ink or typed).
- (2) A **Complete Booklet** must be returned to be considered a valid proposal.
- (3) Bid Bond of Bid Security and consent of Surety must be stapled inside **back cover** of booklet.
- (4) Any form not **completely** executed will invalidate this proposal.
- (5) Completely executed proposal is to be returned to the Borough at time and place of bid, in a sealed, clearly marked envelope.

# **PROPOSAL**

BOROUGH OF: **Ho-Ho-Kus**

PROJECT KNOWN AS: **ROOFING AND SIDING AT THE HO-HO-KUS MUNICIPAL BUILDING**

To the Mayor and Council:

The undersigned, as a Bidder, hereby declares that the only persons interested in this proposal as principals are named below; that he or they have carefully examined the annexed forms of Contracts, Plans and Specifications; that he or they will furnish the required bond and enter into a contract to carry out and complete said project as specified and delineated at the price per unit of measure for each scheduled item of work stated in the "**Schedule of Prices**" following:

It is understood that this contract will be awarded to that responsible Bidder submitting that bid in which the aggregate of the unit prices submitted, based on the estimated quantities, is the lowest. In the event that there is a discrepancy in the extension of totals, the unit price will govern. It is further understood that the quantities stated in the Schedule of Prices for various items are estimated only, and may be increased or decreased as provided in the Specifications.

It is further understood that the following items should accompany this proposal:

- (1) A certified check, cashier's check or bid bond for an amount equal to ten percent (10%) of the total amount of the bid, but not to exceed \$20,000.00.
- (2) A Consent of Surety from an approved surety company. (Form Attached)
- (3) Shareholder's Disclosure, pursuant to P.L. 1977, Chapter 33. (Form Attached)
- (4) Affirmative Action Affidavits, pursuant to P.L. 1975, Chapter 127. (Two Forms Attached).
- (5) Informational questionnaire. (Form Attached).
- (6) Non-Collusion Affidavit. (Form Attached).
- (7) Listing of all subcontractors pursuant to Section 16 of PL 1971, C198 (C40A: 11-16). (Form Attached).
- (8) Addendum Receipt Form (C40A: 11-3). (Form Attached).
- (9) Bid Document Checklist
- (10) Public Works Contractor Registration Certificate
- (11) Business Registration Certificate

**\*\*Approved surety companies are those assigned a B+ or better rating by A.M. Best Company.**

## BID PROPOSAL FORM

### ROOFING AND SIDING AT THE HO-HO-KUS MUNICIPAL BUILDING

(The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof)

#### BASE BID

- |    |                        |          |          |
|----|------------------------|----------|----------|
| 1. | NEW ROOFING (complete) | Lump Sum | \$_____. |
| 2. | NEW SIDING (complete)  | Lump Sum | \$_____. |

**TOTAL LUMP SUM BID: \$\_\_\_\_\_.**  
**(In Figures)**

\_\_\_\_\_  
Amount in words

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

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

E-mail address \_\_\_\_\_

NOTE: PAYMENT TO THE CONTRACTOR WILL BE 90% OF THE BID AMOUNT UPON COMPLETION OF THE WORK ITEM. THE FINAL 10% WILL BE PAID UPON THE ACCEPTANCE OF THE WORK BY THE HO-HO-KUS CONSTRUCTION DEPARTMENT, AFTER RESTORATION OF THE SITE IS COMPLETED, AND RECEIPT OF THE MAINTENANCE BOND.

THE CONTRACTOR IS REQUIRED TO PROVIDE BIDS FOR THE BASE BID ITEMS PLUS THE ALTERNATE BID ITEMS. **THE BOROUGH OF HO-HO-KUS SHALL AWARD THE CONTRACT TO THE LOWEST RESPONSIBLE BIDDER OF THE TOTAL BASE BID.** THE BOROUGH OF HO-HO-KUS RESERVES **THE RIGHT TO COMPLETE ONLY THE ROOFING PORTION OF THE PROJECT OR THE SIDING PORTION OF THE PROJECT** AS FINANCIAL CONSIDERATIONS MAY ALLOW.

## ROOFING AND SIDING AT THE HO-HO-KUS MUNICIPAL BUILDING

(The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof)

### ALTERNATE BID ITEMS

3. REMOVE AND REPLACE DETERIORATED PLYWOOD SHEATHING (over 100 sq. ft.)

Cost per Sq. Ft.      \$\_\_\_\_\_ per Sq. Ft.

4. GAF Base Warranty (if GAF products are used or an approved equal)

Lump Sum      \$\_\_\_\_\_

5. GAF System Plus Warranty (if GAF products are used or an approved equal)

Lump Sum      \$\_\_\_\_\_

6. GAF Golden Pledge Warranty (if GAF products are used or an approved equal)

Lump Sum      \$\_\_\_\_\_

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

\_\_\_\_\_  
Federal I.D. # or Social Security #

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Type or Print Name

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

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

E-mail address \_\_\_\_\_

THE BOROUGH OF HO-HO-KUS RESERVES THE RIGHT TO SELECT A WARRANTEE (Items #4, 5, or 6) AS FINANCIAL CONSIDERATIONS MAY ALLOW.

Upon notice of award of the Contract, the undersigned agrees forthwith to execute the Contract for the project, furnish, the required bond, and to commence work herein provided for, within ten (10) days from the date of the signing of the contract and to complete the work BY September 1, 2023.

The undersigned is an:                      individual (   )  
   partnership (   )  
   corporation (   )

under the laws of the State of \_\_\_\_\_,  
having principal offices at:

Firm Name	
(Signed)	
(Title)	
(Address)	
Firm Name	
(Signed)	
(Title)	
(Address)	
Firm Name	
(Signed)	
(Title)	
(Address)	

**Note:**  
For a partnership, names and addresses of all partners must be shown; for a corporation, the names and addresses of the President, Secretary and Treasurer must be shown.

### CONSENT OF SURETY

A performance bond will be required from the successful Bidder on this project, and consequently, all Bidders shall submit, with their bid, a certificate in substantially the following form:

TO: \_\_\_\_\_

RE: \_\_\_\_\_  
(Contractor)

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

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

will provide to \_\_\_\_\_ a performance bond in the  
(Contractor)

full amount of the awarded contract in the event that said Contractor is awarded a contract for the above project.

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

**CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY SUBMITTING THE BID.**

## **SUBMIT AS PART OF PROPOSAL**

### **SHAREHOLDER'S DISCLOSURE**

Pursuant to P.L. 1977, Chapter 33, every corporation and/or partnership submitting a bid, shall prior to the receipt of the bid by the Borough, or accompanying said bid, submit a statement setting forth the names and addresses of all stockholders in the corporation, or partners in the partnership, who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more of such stockholders, or partners, is itself a corporation, or partnership, the stockholder holding 10% or more of that corporations stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed.

This disclosure shall be continue until the names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established by this notice, shall have been listed. (Attach additional sheets if necessary).

Name:	
Address:	
Percentage Owned:	

Name:	
Address:	
Percentage Owned:	

Name:	
Address:	
Percentage Owned:	

Name:	
Address:	
Percentage Owned:	

**Submit as part of Proposal**  
**Affirmative Action Affidavit**

**State of New Jersey:**  
**County of Bergen:**

I, \_\_\_\_\_, of the (City, Town, Borough) of \_\_\_\_\_,  
County of \_\_\_\_\_, State of \_\_\_\_\_, of full age, being duly sworn according  
to law on my oath, depose and say that:

- (1) I am (President, Partner, Owner) of the firm of \_\_\_\_\_, a Bidder submitting a proposal on the above named project.
- (2) \_\_\_\_\_ does not have 50 employees or more inclusive of all officers and employees or every type.
- (3) I am familiar with the Affirmative Action Requirements of P.L. 1975, c. 127, and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
- (4) \_\_\_\_\_, has complied with all the Affirmative Action Requirements of the State of New Jersey, including those required by P.L. 1975, c. 127, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
- (5) I am aware that if \_\_\_\_\_ does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of \_\_\_\_\_, (City, Town, Borough) of \_\_\_\_\_, until an Affirmative Action Plan is approved. I am also aware that the contract may be terminated and the firm of \_\_\_\_\_, may be barred from all public contracts for a period of up to five (5) years.
- (6) In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete an Employee Information Report.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title

Subscribed and sworn to, before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_  
Signature and Seal  
Notary Public of NJ



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_.

I, \_\_\_\_\_, of the City of \_\_\_\_\_,

in the County of \_\_\_\_\_, and State of \_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say the:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_ the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; 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 project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Ho-Ho-Kus relies upon the truth of the statements contained in said 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 contact upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_(N.J.S.A. 52:34-15)  
(Name of Contractor)

Subscribed and sworn to before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2023.

\_\_\_\_\_  
(Also type or print name of affiant under signature)

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

My Commission Expires

\_\_\_\_\_

REQUIRED EVIDENCE  
AFFIRMATIVE ACTION REGULATIONS  
PL 1975, C 127 (NJAC 17:27)

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

1. A photocopy of a valid letter from the US Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Plan (good for one year from the date of the letter.)  
OR
2. A photocopy of approved Certificate of Employee Information Report.  
OR
3. An Affirmative Action Employee Information Report (Form AA302).  
OR
4. All successful construction contractors must submit within three days of the signing of the contract an Initial Project Manning Report (AA201) for any contract award that meets or exceeds the Public Agency bidding threshold (available upon request).

NO FIRM MAY BE ISSUED A CONTRACT UNLESS IT COMPLIES WITH THE AFFIRMATIVE ACTION REGULATIONS OF PL 1975, C127.

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All Bidders must answer the following questions:

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

YES\_\_\_\_\_ NO\_\_\_\_\_  
If YES, please submit a copy of such approval.

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

YES\_\_\_\_\_ NO\_\_\_\_\_  
If YES, please submit a copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of PL 1975, C.127 and agrees to furnish the required documentation pursuant to the law.

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

*Note: A contractor's bid must be rejected as non-responsive if a contractor fails to comply with requirements of PL 1975, c127, within the time frame.*

**BOROUGH OF HO-HO-KUS**  
**INFORMATIONAL QUESTIONNAIRE**

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. Name of Concern \_\_\_\_\_ Corporation \_\_\_\_\_  
Address \_\_\_\_\_  
Co-Partnership \_\_\_\_\_  
Individual \_\_\_\_\_
2. The work, if awarded to you, will have personal supervision from whom?  
\_\_\_\_\_
3. Do you intend to sublet any portions of the work? \_\_\_\_\_. If so, give name and address of subcontractor, amount and type of his equipment and financial responsibility.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. What type of equipment do you own that is available to be used for the proposed work?

Quantity	Item	Size, Description, Capacity	Condition	Age
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
5. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

Quantity	Item	Size, Description, Capacity	Condition	Age
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. How and when will you pay for the equipment to be purchased?

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7. Do you propose to rent any equipment for this work? \_\_\_\_\_. If so, state type, quality and reasons for renting.

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8. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? \_\_\_\_\_

9. List the construction projects your organization has underway on this date:

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% Completed</u>	<u>Name &amp; Address of Contracting Officer</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

10. Has your organization done any construction work similar to this project? \_\_\_\_\_. If so, name (3) projects your firm has completed during the last year, giving names of owners or Engineers to whom we may refer.

a. Project: \_\_\_\_\_

Amount \_\_\_\_\_ When Completed \_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Engineer \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

b. Project: \_\_\_\_\_

Amount \_\_\_\_\_ When Completed \_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Engineer \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

c. Project: \_\_\_\_\_

Amount \_\_\_\_\_ When Completed \_\_\_\_\_

Owner \_\_\_\_\_ Phone \_\_\_\_\_

Engineer \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
Name of Organization

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_ being duly sworn

deposes and says that he is \_\_\_\_\_ of

\_\_\_\_\_  
Name of Organization

And that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

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

My commission expires: \_\_\_\_\_

### SUBCONTRACTOR'S LISTING SHEET

Please list all sub-contractors to be used on this project:

<u>Name of Subcontractor</u>	<u>Address</u>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

If the prime Contractor does not intend to use any Subcontractors, check here (    )

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following addenda:

Addendum Number

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Acknowledged for:

\_\_\_\_\_  
(Name of Bidder)

By:

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

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Prohibited Russia-Belarus Activities & Iran Investment Activities	
Person or Entity	
Part 1: Certification	
<p>COMPLETE PART 1 BY CHECKING <b>ONE OF THE THREE BOXES BELOW</b></p> <p>Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:</p> <p><a href="https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf">https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf</a>  <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a></p> <p>As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.</p> <p>A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.</p> <p>If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.</p>	
CONTRACT AWARDS AND RENEWALS	



<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>		
<b>CONTRACT AMENDMENTS AND EXTENSIONS</b>			
<input type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>		
<b>IF UNABLE TO CERTIFY</b>			
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>		
<b>Part 2: Additional Information</b>			
<p><u>PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.</u></p> <p>You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.</p>			
<b>Part 3: Certification of True and Complete Information</b>			
<p><i>I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.</i></p> <p><i>I acknowledge that the Contracting Unit is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Contracting Unit to notify the Contracting Unit in writing of any changes to the answers of information contained herein.</i></p> <p><i>I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Contracting Unit and that the Contracting Unit at its option may declare any contract(s) resulting from this certification void and unenforceable.</i></p>			
<b>Full Name (Print)</b>		<b>Title</b>	
<b>Signature</b>		<b>Date</b>	

## **BID DOCUMENT CHECKLIST**

<b><u>Required by Owner</u></b>	<b><u>Read, Signed &amp; Submitted</u></b>	<b><u>Contractor's Initials If Submitted</u></b>
Stockholder Disclosure Certification	<input type="checkbox"/>	_____
Non-Collusion Affidavit	<input type="checkbox"/>	_____
Bid Proposal Form	<input type="checkbox"/>	_____
Affirmative Action Affidavit	<input type="checkbox"/>	_____
Informational Questionnaire	<input type="checkbox"/>	_____
Bid Guarantee (with Power of Attorney for full amount of Bid Bond) Certified Check, Cashier's Check or Bid Bond for an amount Equal to 10% of Total Amount of Bid, but not to exceed \$20,000.00	<input type="checkbox"/>	_____
Consent of Surety (with Power of Attorney for full amount of Bid Price)	<input type="checkbox"/>	_____
Addendum Receipt Form	<input type="checkbox"/>	_____
Subcontractor's Listing Form	<input type="checkbox"/>	_____
NJ Business Registration Certificate copy and copies of registration certificates of all subcontractors. These can be submitted up to time of award.	<input type="checkbox"/>	_____
Exceptions and Deviations Form	<input type="checkbox"/>	_____
Disclosure of Investment Activities in Russia-Belarus-Iran (Form Attached)	<input type="checkbox"/>	_____
<b><u>Reviewed</u></b>		
Mandatory Affirmative Action Language	<input type="checkbox"/>	_____
Prevailing Wage	<input type="checkbox"/>	_____
Americans with Disabilities Act of 1990 Language	<input type="checkbox"/>	_____
Public Works Contractor Registration Act Requirements – Certified copies can be submitted with bid or up to time of award	<input type="checkbox"/>	_____
Performance Bond and Payment Bond	<input type="checkbox"/>	_____