

Sayreville Housing Authority
“Gillette Manor”

**650 Washington Road
Sayreville, NJ 08872**

732-316-0177
732-721-0062 fax

Request for Proposals

Site Improvements at Gillette Manor

Sayreville, New Jersey

Proposals are due by 2:00 p.m. on June 18, 2019

**Sayreville Housing Authority
Request for Proposals
Site Improvements at Gillette Manor**

General

The Sayreville Housing Authority (Authority) is requesting prices for the exterior site improvements of the rear of Gillette Manor located at 650 Washington Road, Sayreville, NJ 08872. The work shall include the installation of new concrete curbing, asphalt patching and elevation as outlined in the Scope of Services section herein.

Sealed proposals are due by 2:00 p.m. on Tuesday, June 18, 2019 at Gillette Manor.

Pre-Bid Meeting

Interested parties may schedule an appointment to visit the site by calling Cristina Duran at (732-721-8044) cristina@sayrevilleha.org. Technical and bidding questions may be directed to Doug Sabey (732-794-5611) DSabey@PerthAmboyHA.org.

Bonding Requirements

None

Insurance Requirements

1. Worker's Compensation Insurance

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

2. General Liability Insurance

General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract. The Architect/Engineer shall also be listed as additional insured.

3. Automobile Liability Insurance

Liability shall be carried on all owned and non-owned motor vehicles used on the site(s) or in connection therewith for combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

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

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

Scope of Work

The scope of work includes, but may not be limited to, the following:

1. Exterior Site Work: Rear elevation of building: Installation of new concrete curbing.
 - i. Install 190 lf of 6" x 18" continuous concrete curbing. Place 3,4" clean stone in curb excavation if the subgrade is soft or wet.
 - ii. Asphalt patch and Cutting: Include 190' x 1' x 5" asphalt patch after new curb is installed. Cut existing asphalt to square edge condition.
 - iii. Provide for 10 yards of top soil to backfill behind completed curb.
 - iv. Seed new topsoil area; approx.. 1200 sf.
 - v. Dispose of all debris.

The contractor shall complete all work required under the contract within 30 calendar days of the effective date of the contract or within the time schedule established in the notice to proceed issued by the Authority.

Termination for Convenience

The Authority may terminate this contract in whole, or in part, whenever the Authority determines that such termination is in the best interest of the Authority. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

If the performance of the work is terminated, either in whole or in part, the Authority shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Authority of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the Authority to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the Authority or assignee takes possession thereof or assumes responsibility therefor; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Authority; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor. The Authority will act on the Contractor's claim within days 60 days (unless otherwise indicated) of receipt of the Contractor's claim.

Permits and Codes

The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Authority. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Authority shall modify the contract by change order to conform to the code or regulation.

The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

Proposal Submission

Proposals must be submitted in a sealed envelope by 2:00 on Tuesday, June 18, 2019. Proposals must include the following documents:

The Proposal Form (included herein)

Statement of Bidder's or Sub-contractors Qualifications (one for each bidder and sub-contractor (included herein)

Business Registration Certificate for the bidder and each sub-contractor

Notice-Request for Proposals Site Improvements at Gillette Manor

The Sayreville Housing Authority (Authority) is requesting prices for the exterior site improvements of the rear of Gillette Manor located at 650 Washington Road, Sayreville, NJ 08872. The work shall include the installation of new concrete curbing, asphalt patching and elevation as outlined in the Scope of Services section of the Request for Proposals

Proposals will be received until 2:00 p.m. on Tuesday, June 18, 2019, prevailing time, at Gillette Manor. Optional site visits shall be by appointment only.

Proposal documents which include the technical specifications may be downloaded from the Authority's website at www.SayrevilleHA.org.

The Authority invites the participation of Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all offers or to waive any informalities.

PROPOSAL FORM

Proposal for: Site Improvements at Gillette Manor

TO: Sayreville Housing Authority
Gillette Manor, 650 Washington Rd., Sayreville, NJ 08872

FROM:

Company Name of Bidder

Company ID# (FEIN or SS#)

Street Address

City, State - Zip Code

Contact Name / Title / Telephone Number

Contact Fax Number / Email Address

The undersigned, having read the plans and specifications as outlined in the Request for Proposals for the above referenced project dated June 18, 2019, hereby proposes to furnish all labor, materials, services, equipment and related items to complete all work for the Site Improvements at Gillette Manor, Sayreville, New Jersey, including all items as noted in the Specifications, in accordance therewith for the sum of:

\$ _____

_____dollars

(Write price in words)

In submitting this proposals, it is understood that the Sayreville Housing Authority reserves the right to reject any and all proposals.

Signature of Authorized Officer - Title

Date

Attest: _____

Date

STATEMENT OF BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS

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

Proposal for: Site Improvements at Gillette Manor

BIDDER

SUBCONTRACTOR

Name of Bidder or
Subcontractor: _____

Address: _____

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

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

_____ Years.

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

_____ Years.

If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

If a partnership, answer the following:

Date of Organization: _____

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

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

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

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

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

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

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

In what manner have you inspected the proposed project?

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

Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted?

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

Give Trade references.

Give bank references.

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

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

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

Owner - Location - Description

Contract Amount - Start Date - Completion Date

AFFIDAVIT

State of _____

SS.

County of _____

_____ being first duly sworn deposes and says:

(Individual's name)

THAT he is _____,

(Owner, Officer or Partner of the firm of etc.)

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

(Signature of Bidder)

Subscribed and sworn to before me, this ____ day of _____, 20__.

Notary Public

My Commission expires _____

Form of Contract-Sample

Contract: Site Improvements at Gillette Manor

This **CONTRACT** made this ____ day of _____ in the year 2019 by and between

Name of Contractor
Address

hereinafter called the "Contractor," and the

Sayreville Housing Authority
650 Washington Street, Sayreville, NJ 08872

hereinafter called the "Authority".

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

Article 1. Scope of Work. The work included in this contract includes all work as requested in the Request for Proposals dated June 18, 2019 for the Site Improvements at Gillette Manor which is incorporated herein by reference and made a part of the contract.

Article 2. Time of Completion. The Contractor shall commence work under this contract on a date specified in the written Notice to Proceed issued by the Authority, and shall fully complete all work within thirty (30) days after the effective date thereof.

Article 3. Performance of Work, Work Requirements and Contractor's Responsibility. The Authority shall have the sole right and discretion to order work under his contract.

The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority.

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

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing the work, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The Contractor shall dispose of all debris off-site in accordance with all applicable Federal, State and local statutes, ordinances and regulations.

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

The Contractor shall apply and pay for any applicable permits related to the work. No final payments shall be processed without furnishing written documentation the work has been inspected and the City has closed out the permit.

Article 4. Rates and Payments. The Authority shall pay the contractor _____dollars and ____ cents (\$____.____) upon the satisfactory completion of work by the Contractor and the presentation of an invoice. Payment shall be due within 30 days of receipt of the invoice by the Authority.

Article 5. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

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

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

Article 6. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation. This document is required document prior to signing the contract. The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project. Before the Authority makes final payment on the contract, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a

contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 7. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. The Request for Proposals dated 5/8/18;
3. The proposal submitted by the contractor dated 5/8/18.

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

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

In the presence of:

_____ by _____
Name
Title
Company Name
Phone Number

In the presence of:

_____ by _____
Douglas G. Dzema, PHM
Executive Director
Sayreville Housing Authority