



Seaside Park, NJ
The Family Resort

**DEMOLITION OF BOROUGH PROPERTY
BLOCK 27, LOTS 10, 11, 12**

**BOROUGH OF SEASIDE PARK
1701 NORTH OCEAN AVENUE
SEASIDE PARK, NEW JERSEY 08752**

LEGAL NOTICE

BIDS FOR

DEMOLITION OF BOROUGH PROPERTY
BLOCK 27, LOTS 10, 11, 12

BOROUGH OF SEASIDE PARK
OCEAN COUNTY, NEW JERSEY

Sealed bids for work entitled:

DEMOLITION OF BOROUGH PROPERTY
BLOCK 27, LOTS 10, 11, 12

will be received by the Borough of Seaside Park in the Municipal Building Conference Room, Seaside Park, New Jersey, on Tuesday, June 28, 2022, at 10:00am, prevailing time, at which time and place they will be publicly read aloud. Bids may be hand delivered or mailed by certified mail. No bids will be accepted after said hour.

The work involves the demolition of all structures located at 215 SW Central Avenue, the removal of debris and regrading.

Specifications and bid proposal forms may be obtained by contacting the Borough Administrator's Office, 1701 North Ocean Avenue, Seaside Park, New Jersey, in person between the hours of 8:30 a.m. and 4:30 p.m. daily, except Saturdays, Sundays, and holidays or by e-mailing the office at TSeaman@seasideparknj.org. Bids proposals shall be made on the forms provided and attached to the specifications, which shall be submitted intact.

The bidder must deposit a certified check or cashier's check made payable to the order of the Borough of Seaside Park, or a duly executed bid bond in the amount of 10% of the bid, but in no case in excess of \$20,000.00.

Bidders must comply with the following New Jersey Statutes:

P.L. 1975, Chapter 127 - (Affirmative Action Program) – N.J.A.C. 17:27
P.L. 1977, Chapter 33 - (Statement of Ownership)
N.J.S.A. 40A: 11-18 - (American Goods and Products used where possible)

Bid proposals must be placed in sealed envelopes addressed to the Borough of Seaside Park, 1701 North Ocean Avenue, Seaside Park, New Jersey, and marked clearly on the outside of the envelope, "Demolition of Borough Properties".

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposal received and to accept the bid which is in the best interest of the Borough.

Thomas Seaman
Borough Administrator

BID DOCUMENT SUBMISSION CHECKLIST

BOROUGH OF SEASIDE PARK
DEMOLITION OF BOROUGH PROPERTY
BLOCK 27, LOTS 10, 11, 12

The bid document is to be returned in the exact same page order in which it was received.

Failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the Borough of Seaside Park. (N.J.S.A. 40A:11-23.2)

Description of Item Required	Item Submitted (Bidder's Initials)	Item Completed (Borough Verification)
Bid bond, N.J.S.A. 40A:11-21		
Consent of Surety, N.J.S.A. 40A:11-22		
Business Registration Certificate		
Listing of subcontractors, N.J.S.A. 40A:11-16		
If applicable, bidder's acknowledgement of revisions or addenda		

The following documents are to be submitted with each bid. (N.J.S.A. 40A:11-23.1b)

Description of Item Required with Bid Submission	Item Submitted with Bid (Bidder's initials)	Item Completed (Borough checkmarks)	Description of Item Required with Submission of Bid	Item Submitted with Bid (Bidder's initials)	Item Completed (Borough checkmarks)
Non-Collusion Affidavit (must be notarized)			Experience Sheet (with references)		
Ownership Disclosure Statement			Resolution of Authorization if Bidder is a Corporation		
Bid proposal form			Debarred, Suspended or Disqualified Bidder Affidavit		
Americans with Disabilities Act			Iran Investment Activities Certification		
Site Visitation Statement			Prevailing Wage Affidavit (if necessary)		
Bidder's Qualification Statement			Certification of Equipment		
Subcontractor List			Checklist of Required documents signed (this form)		

The following items, as checked, shall be required from the successful bidder after the award of the contract:

Performance Bonds

Certification of Insurance

Signed Contracts

State Public Works Contractors Registration
(must be dated on or before the date your bid is submitted)

If you are chosen as the lowest responsible bidder, you also may be required to provide the Borough of Seaside Park with a copy of the State Public Works Contractors Registration Certificate. **This certificate must be dated on or before the date your bid is submitted.**

SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements and has reviewed the entire bid package.

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

INFORMATION FOR BIDDERS AND GENERAL REQUIREMENTS

DEFINED TERMS: Wherever the words defined herein (or the pronouns used in place of them) are used in the contract and the bid specifications, their intent and meaning shall be interpreted as follows:

Bid – The offer or proposal submitted by the Bidder on the prescribed form, setting forth the prices for the work to be performed. Final bids should reflect any salvage value as identified by the Contractor at the site inspection.

Bid Bond – The security designated in the proposal to be furnished by a Bidder as a guaranty of good faith to enter into a contract if the work is awarded to him. The security amount must equate to Ten Percent (10%) of the Bid, not to exceed \$20,000.00.

Change Order – A written order to the Contractor signed by the Borough of Seaside Park authorizing an addition, deletion, or revision to the work, or an adjustment of the Contract amount or Contract time.

Contract – The agreement covering the performance of the work, together with all supplementary documents, including but not necessarily limited to the following: Notice to Contractors; Information for Bidders; Proposal; State Purchase Order or Orders; Executed Contracts; Contract Bond; and Specifications, including a Scope of Work, which are to be treated as one instrument, whether or not set forth at length, in the form of the contract.

Contract Price – The total amount of money payable to the Contractor under the contract documents.

Contract Time – The number of calendar days stated in the Contract for the completion of the Work.

Contractor – The party of the second part designated in the contract who is entering into the contract for the performance of the work required by it acting directly or through agents or employees.

Counsel – The person or firm holding the position or acting in the capacity of legal counsel for the Owner in the performance of the work contemplated.

Engineer – Whenever the word "Engineer" is used in reference to the Work or any part thereof in the bid specifications, it shall be understood to apply and refer to the professional engineering representative of the Borough of Seaside Park or one who is duly authorized to represent the Borough of Seaside Park in the execution of the Work covered by the bid specifications and the Contract. The term "Engineer" (or the pronouns used in place thereof) shall refer to one acting either directly or through assistants under him, limited to the particular duties entrusted to him.

Modification – A written amendment to the contract documents signed by both parties; a change order; or a written clarification or interpretation issued by the Engineer.

Owner – A public body or authority, association, partnership, corporation, or individual for whom the Work is to be performed; or the party of the first part in the Contract.

Personal Injury – Interpreted to mean "Bodily Injury" for insurance coverage purposes.

Project Representative – An authorized representative of the Borough of Seaside Park assigned to observe and oversee the demolition work.

Proposal – The approved, prepared form on which the Bidder will or did submit his prices for the work contemplated.

Scope of Work – The specific details and expectations for the demolition work, as outlined in the Bid Specifications and made part of the Contract.

Specifications – All of the specifications and modifications appended hereto pertaining to the method or manner of performing the Work or to the quantities or qualities of materials to be furnished.

Subcontractor – Any individual, firm, partnership, or corporation having a direct agreement with the Contractor for doing work or for furnishing material.

Surety – The corporate body bound with and for the Contractor (who is primarily liable) and engages to be responsible for the Contractor’s payment of all debts pertaining to and for the Contractor’s acceptable performance of the Work for which he has contracted.

BID FORM: Bids must be submitted on the "Bid Proposal" form that is included in the bid package. All blank spaces must be completed. All proposals shall be typewritten or penned on the forms. Unit prices and totals must be inserted in the space provided. Insert “N/A” in the blanks if not applicable. Proposals showing any erasure, alteration, or interlineation must be initialed by the Bidder in ink. Failure to comply may be cause for rejection of the Bid. Where discrepancies occur between the unit figure and the extension, the unit price will prevail.

The bid form is included in the contract documents; additional copies may be obtained upon request from the Borough of Seaside Park.

Bid forms must be completed in ink or typed. The bid price of each item on the form must be written out in words and numerically; in the case of a conflict, words will prevail.

Bids submitted by corporations must be executed in the corporate name by the president or a vice-president (**or other corporate officer when accompanied by written evidence of authority to sign**), and the corporate seal shall be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids submitted by partnerships must be executed in the partnership name and signed by a partner; his title must appear under his signature, and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgement of receipt of all addenda, the numbers of which shall be filled in on the bid form.

If a unit price or a lump sum already entered by the Bidder on the bid form is to be altered, it shall be crossed out with ink, and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

The Bids received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In the case of a discrepancy between the total shown in the Bid and that obtained by adding the products of the quantities of items at the unit prices, the unit prices as written out in words in the proposal shall govern any errors found in said products, and in the addition, will be corrected.

BONDS OR SECURITY REQUIRED

BID BOND: Refer to the Checklist of Required Documents to determine whether bid security is required for the attached proposal. The amount and type of bid security is stated in the advertisement and in the Notice to Bidders. The required security from the bidders must be in the form of a certified check, cashier’s check, or surety bid bond, payable to the Borough of Seaside Park. **The amount of the bid security must be Ten Percent (10%) of the total bid but shall not exceed \$20,000.000.** If the bid security is in the form of a surety bid bond, the Surety shall be licensed to conduct business in the State of New Jersey. The bid security of the successful bidder will be retained until he/she has executed the Contract and has furnished the required contract security within ten (10) days of the Notice of Award. The Borough of Seaside Park may annul the Notice of Award, and in that event, the bid security of that bidder will be forfeited. **Bonds that allow the Surety to cancel the bond during its term due to an unpaid premium or for any other reason will not be accepted.**

Bid security will be returned to all bidders, except for the three (3) apparent lowest bidders, within ten (10) working days after the opening of the bids. Bid security will be returned to the three (3) lowest bidders within thirty (30) working days after the accepted bidder has executed the Contract. If no contract has been executed within sixty (60) days after the opening of the bids, the bid security will be returned upon the demand of any bidder, provided that he has not been notified of the acceptance of his bid.

PERFORMANCE BONDS: When required as part of the contract documents, the successful bidder shall, within ten (10) days after the award of the Contract, obtain, pay for, and deliver to the Borough of Seaside Park

a performance bond for One Hundred Percent (100%) of the total contract sum satisfactory to the Borough of Seaside Park and executed by a Surety licensed to do business in the State of New Jersey. Such a performance bond shall bear the same date as, or dates subsequent to, the date of the Contract. The performance bond shall assure fulfillment of the Contract in all respects and shall provide for payment in the event of the Contractor's failure to perform all of its obligations according to the Contract and shall make full reimbursement to the Borough for all expenses incurred in making good on any default. The bond shall also contain a waiver of notice to be required for alternations, additions, deductions, extensions of time, or other modifications of the Contract as ordered.

CONSENT OF SURETY: The Consent of Surety form shall be returned with the bid proposal if the contract documents require a performance bond. Any consent of surety that reserves any right for the Surety, after the award of the Contract to the Bidder, to decline to issue the performance bond will not be accepted. Bids accompanied by such a consent of surety will be rejected.

ADDENDA: Any addendum issued to provide additional information to the bidders shall become an integral part of this bid package. Receipt of any addendum shall be acknowledged by the bidders in the space provided on the bid proposal form.

QUESTIONS REGARDING SPECIFICATIONS: Should any Bidder be in doubt as to the intent of the bid specifications or the Scope of Work, as defined herein, they should immediately notify the Borough of Seaside Park in writing, who will then send a written addendum to all bidders recorded as receiving bidding documents covering the point in question. Bidders may not rely on oral responses to inquiries. In order to comply with statutory notice requirements, all questions must be received by the Borough of Seaside Park **no later than five (5) days prior to the bid opening date. Questions received less than five (5) days prior to the bid opening date will not be answered.** Only questions answered by formal, written addenda will be binding. Oral or other written interpretations or clarifications will be without legal effect.

Before submitting a Bid, the Bidder shall apply in writing to the Borough of Seaside Park for clarification or interpretation of any conflicting information between two or more statements in the Scope of Work. If such clarification or interpretation is not requested before bidding, the Bidder shall be responsible for doing such work and furnishing such materials as necessary to comply with whichever interpretation of the bid specifications that the Borough of Seaside Park may deem to be proper.

QUALIFICATIONS OF BIDDERS

To demonstrate his qualifications for the Project, each Bidder must be prepared to submit, within five (5) days of the Borough of Seaside Park's request, additional written evidence, such as financial data, previous experience, equipment maintenance records, and evidence of authority to conduct business in the jurisdiction where the Project is located.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Before submitting his bid, each Bidder should: (a) examine the contract documents thoroughly; (b) visit the site to familiarize himself with the local conditions that may, in any manner, affect performance of the Work; (c) familiarize himself with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the Work; and (d) carefully correlate his observations with the requirements of the contract documents. Prior to the demolition, the Contractor is permitted to remove any items that have salvage value from the property. Such items can be sold, transferred, or otherwise disposed of by the Contractor. The value associated with such items should be deducted from the Bid. **Each Bidder should be sure to consider any salvage value while undergoing an inspection/evaluation of the site.**

CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids for any of the reasons listed under N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;

- C. Multiple bids from an agent representing competing bidders.
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, prior negative experience;
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b).
- G. The bidder is determined to not be responsible or the bid determined to not be responsive as those terms are defined in N.J.S.A. 40A:11-2.
- H. Failure to complete the Ownership Disclosure Statement, Affidavit of Non-Collusion, Bid Proposal form or Affirmative Action Certification.
- I. Failure to provide bid security (if required) Consent of Surety, listing of subcontractors or signed addenda page.

In evaluating Bids, the Borough of Seaside Park shall consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements. The Borough of Seaside Park may consider the qualifications and experience of Subcontractors and other persons and organizations, including those who are to furnish the principal materials or equipment proposed for the portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as specified in the Supplementary Conditions or Specifications. The Borough may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Bidders, Subcontractors, and/or other persons and organizations to perform the Work in accordance with the contract documents to the Borough of Affirmative Action Certification's satisfaction within the prescribed period of time. The Borough reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Borough's satisfaction.

The Contract will be awarded to the lowest responsible bidder whose evaluation by the Borough indicates to the Borough that the award will be in the best interests of the Project. The Borough reserves the right to reject any Bid, to waive any and all informalities, and to disregard all nonconforming or conditional bids or counterproposals.

NOTIFICATION OF AWARD: Should any successful bidder, upon being notified, fail to execute a Contract with the Borough within twenty one (21) business days of receiving such notification, the Borough will be free to award the Contract to another bidder, and the Borough shall have the right to proceed against the guaranty accompanying the Bid.

ASSIGNING THE CONTRACT: The Contract shall not be sublet, assigned, pledged, hypothecated, or sold, in whole or in part, without the written permission of the Borough of Seaside Park.

MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate written instrument, duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

BIDS TO REMAIN OPEN: All bids shall remain open until such time as the Borough has entered into a contract with the successful low bidder or for a period not to exceed sixty (60) business days after the day of the bid opening. The Borough, in its sole discretion, may release any bid and return the Bid Bond to any unsuccessful bidder prior to that date.

WITHHOLDING OF PAYMENT - The Owner may withhold payment for the following:

- (A) Defective work not corrected.
- (B) Claims filed or responsible evidence indicating probability of filing claims.
- (C) Failure of the Contractor to make proper payments to subcontractor or for material or labor.

(D) Unpaid damages by the Contractor to subcontractors, the Owner or any other agency or person.

(E) Failure of the Contractor to submit certified payroll records.

FINAL ESTIMATE AND FINAL PAYMENT - The date of final acceptance of the work shall be the date when the final payment is ordered paid by the Owner. The acceptance of the final payment by the Contractor shall be and operate as a release for all things done or furnished in connection with this work and for every act of the Owner. This payment shall not operate to release the Contractor or his Sureties from any obligation under this Contract.

OWNERSHIP DISCLOSURE STATEMENT: N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

Each Bidder warrants and represents that he has furnished a true statement of all the information required for the completion of the Ownership Disclosure Statement.

NON-COLLUSION AFFIDAVIT: This affidavit must be submitted with the bid proposal form and must be notarized.

THE CONTRACT: The following shall be deemed to be part of the Contract:

- * Notice to Bidders
- * Information for Bidders
- * Bid Specifications/Scope of Work
- * Proposal
- * All Addenda issued by the Borough prior to the receipt of bids

All of the above, when taken as a whole, shall constitute the contract documents. Any work exhibited in one but not in another shall be performed just as if it had been set forth in all, in order that the Work shall be completed in every respect according to the complete design, as decided and determined by the Borough.

INSURANCE: The Contractor shall maintain during the life of the Contract insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The Contractor shall provide to the municipality a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of the Work. The Contractor must maintain workers' compensation insurance in accordance with the laws of the State of New Jersey. The Contractor shall also obtain and maintain employers' liability insurance. Commercial general liability insurance coverage, written on an occurrence basis, must not be altered by any endorsements limiting coverage. Limits of liability shall not be less than One Million Dollars (\$1,000,000.00) per property. The Borough of Seaside Park must be named as an additional insured.

The Contractor will not be allowed to begin work under the Contract until he has all insurance required by the contract documents, and the insurance has been approved by the Borough of Seaside Park. The insurance required shall be maintained in full force and effect until all work to be performed under the terms of the Contract is satisfactorily completed and accepted by the Borough of Seaside Park. The Contractor shall furnish the Borough of Seaside Park with satisfactory proof that it carries the insurance required by submitting the original insurance policies and endorsements or properly executed conformed copies thereof. Each insurance policy and endorsement shall contain an undertaking by the insurance carrier not to cancel the policy except upon thirty (30) days' notice to the Borough of Seaside Park. All insurance required by the Contract shall be

placed with responsible insurance companies that are authorized to do business in the State of New Jersey and are satisfactory to the Borough of Seaside Park.

Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Borough of Seaside Park as an additional insured, and show proof of workers' compensation insurance.

PROCEDURAL REQUIREMENTS AND AMENDMENTS: Should the Contractor find at any time that existing conditions make modifications to any bid requirements desirable, he shall promptly report such matters to the Borough of Seaside Park for consideration and decision.

By submitting a Proposal, the Bidder agrees that he has performed his own investigation of the site conditions and reserves no right to cancel the Contract or seek other relief because of any misunderstanding or lack of information.

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

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS: The lead Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. **The requirement regarding proof of business registration extends down through all levels (tiers) of the Project.**

The Contractor shall submit an up to date and accurate list of, and the proof of business registration for, each subcontractor or supplier used in the fulfillment of the Contract. Alternatively, the Contractor shall attest that no subcontractors are to be used.

PREVAILING WAGE ACT (WHEN APPLICABLE): If required, pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public works shall adhere to all requirements of the New Jersey Prevailing Wage Act. The Contractor shall be required to submit a certified payroll record within ten (10) days of the payment of wages to the New Jersey Department of Labor, Division of Workplace Standards. The Contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. If required, the Contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It will be the Contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the Office of Administrative Law, CN 049, Trenton, New Jersey 08625 or the New Jersey Department of Labor, Division of Workplace Standards.

INVESTMENT ACTIVITIES IN IRAN New Jersey Public Law 2012, Chapter 25 .prohibits public contracts by with persons or entities engaged in certain investment activities in the energy and financial sectors of Iran as defined in the law and implements the authority granted under federal law to the states and to local governments

pursuant to the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, Public Law 111-195.

Under the law, bidders are required to certify that they are not identified on a list to be developed by the State Department of the Treasury of persons or entities engaging in certain investment activities in Iran.

FEDERAL AND STATE LAWS AND REGULATIONS The bidder's attention is directed to the fact that all applicable Federal, State, and Municipal laws, ordinances, rules, regulations, and codes, of all authorities having jurisdiction over the work in the locality of the project shall apply to the contract throughout and they are deemed to be included herein the same as though herein written.

LIQUIDATED DAMAGES

DAMAGES FOR CAUSE - The Contractor shall be liable to the Borough for any expenses, losses, or damages (as determined by the Borough) incurred in consequence of any defect, omission, or mistake of the Contractor, his Subcontractors, agents, or employees, or for the making good thereof.

COSTS OF ENGINEERING AND INSPECTION - In the discretion of the Borough, there may be deducted from any payment due the Contractor and retained by the Owner an amount to defray the amount paid by the Owner to inspect the Work for any time in excess of the completion time stipulated by the Contractor, in excess of eight (8) hours per day or on Saturdays, Sundays or Legal Holidays. This amount shall be determined at the rate of Seventy Five Dollars (\$180.00) per hour for each person employed on the site.

DAMAGES FOR NON-COMPLETION - If the Contractor is permitted to finish the work after the specified period of completion, the Borough shall have the authority to deduct and retain from any payments to the Contractor a sum calculated at the rate of Two Hundred Dollars (\$200.00) per calendar day after the specified completion date that the work remains uncompleted, all as liquidated damages and not as a penalty, to defray loss to the Borough due to the Contractor's failure to complete the Work in the stipulated timeframe. It is mutually agreed that the sum stated for liquidated damages is fair and reasonable and not disproportionate to the actual damages, which are not readily susceptible to exact ascertainment and proof as of the time of the making of the Contract; however, nothing contained herein shall be construed to prevent recovery by the Borough for the costs of any damages sustained in excess of the liquidated damages provisions herein as a result of the Contractor's failure to complete the Work within the specified period of completion. Likewise, nothing contained herein shall be construed so as to create an option on the part of the Contractor to either complete the Work on time or pay liquidated damages.

CHANGE ORDERS: Any submission for partial or final payment shall include any and all change order requests as of the date of such submission. Vendors will not be paid for any post-dated change order submitted after the payment request voucher has been received by the Borough of Seaside Park.

EMERGENCIES: If an emergency arises, the Contractor is responsible for contacting the Borough of Seaside Park's point of contact within a two (2) hour time frame. The Contractor must supply the Borough of Seaside Park with a cellular phone number to be able to call if an emergency arises.

LOCATION SECURITY: Buildings, gates, and yards shall not be left unlocked. Locations may only be unlocked when work crews are present and working. Violation of this restriction constitutes a serious non-performance condition and may jeopardize the contract and prevent the contractor from future bidding.

Technical Specifications

1. Scope of Services. The contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services. Including utility and transportation services, and perform and complete all work required for the demolition and removal of the structure located at Block 27, Lots 10, 11 and 12 as required under this contract. This shall also include the clearance of all objects of every nature above ground level and the removal of all overgrown shrubbery, vegetation, or debris that causes unsightly appearance (excluding trees, shrub, sidewalks, curbs and gutters) as determined by the Borough.
2. Demolition shall not commence until the following conditions have been determined:
 - a. A demolition permit has been issued to the contractor by the Borough of Seaside Park.
 - b. Prior to commencement of any onsite demolition activity, the contractor shall first obtain underground utility locations.
 - c. All utilities have been cut off and capped at the street/right-of-way. The Borough will notify all applicable utilities to discontinue/disconnect services. Before starting demolition, the contractor will confirm all utilities have been disconnected. If the utilities have not been disconnected, the contractor will contact the Borough Administrator to advise them of the situation. The contractor will preserve in operating condition all active utilities traversing the areas where demolition and removal work is to be done, protect manholes, catch basins, valve boxes, poles and other appurtenances. The contractor shall repair damage to any such utility due to above stated demolition work, to the satisfaction of the Borough.
3. Masonry and foundation walls located below grade as well as construction debris, rubbish and other unsuitable or surplus soil material shall be removed by the contractor. Structural steel, cast iron, and heavy timbers shall be removed in individual pieces and carefully lowered. All concrete slabs and floor construction shall be removed. All partitions, stairways, furnaces, piping, apparatus, and debris shall be removed from within existing building footprint.
4. Common fill material shall be placed where the foundation material has been removed.
5. All trash, rubbish, litter, and debris found on the premises at the start of work, as well as, that results from the demolition activities (including rubble, concrete slabs, and foundation exposed above the ground level), or deposited on the site by others during the duration of the contract, shall be removed and legally disposed of by the contractor. The contractor shall keep the premises and public right-of-way reasonably clear at all times. No materials or debris will be burned by the contractor on the premises. No blasting will be used by the contractor in the demolition operation.
6. Removal of debris: Prior to demolition of structure, contractor shall remove and properly dispose of all debris and trash, including such items as refrigerators or stoves. Abandoned vehicles will be removed by the Borough at no expense to the contractor.

All bricks, blocks, stone, asphalt and concrete shall be recycled. Contractor shall provide receipts to the Borough documenting the facility and tonnage recycled.

All metal, including light iron, white goods, aluminum and copper shall be recycled. Contractor shall provide receipts to the Borough documenting the facility and tonnage recycled.

All brush, tree parts and stumps shall be recycled. Contractor shall provide receipts to the Borough documenting the facility and tonnage recycled.

All clean wood shall be recycled. Contractor shall provide receipts to the Borough documenting the facility and tonnage recycled.

7. Contractor shall conform to all applicable codes pertaining to the demolition of structures, safety of adjacent structures and properties, dust control and runoff control.
8. Any excavation or other depressions to existing grade must be filled with clean dirt containing. All fill must be packed to professional standards and sloped to drain adequately.
9. Asbestos Identification: The Contractor will arrange for an asbestos inspection prior to scheduling the property for demolition. The Contractor will contract with a state certified hazardous waste removal contractor to remove any such material before regular demolition work begins. If a contractor finds suspicious materials during demolition, they are to notify the Borough Administrator immediately.
10. All work will commence within five (5) days of permit issuance. The contractor is obligated to notify the Borough Administrator of the date that it will commence work on the assigned property so the Borough may perform a brief pre-inspection immediately prior to demolition.
11. All building demolition work shall be completed within fifteen (15) days after the job has been given to the contractor.
12. The successful contractor must show proof of current authorization for dumping at a licensed landfill or other licensed waste disposal facility. If the contractor ceases to be in good standing with these facilities, this contract shall be canceled and awarded to the next lowest responsible bidder.
13. Qualifications: The contractor must be able to demonstrate the successful completion of projects with a similar scope of work and experience with demolition.
14. References: Contractors are required to include in bid, a minimum of three (3) references including company name, contact person, and phone number for whom he has completed contracts with a similar scope of work.
15. Equipment: Contractors are required to include in bid, a list of equipment owned/leased and must make equipment available for review upon request. At a minimum, the contractor must own, or have under lease and available for the following heavy equipment:
 - a. Hydraulic Excavator
 - b. Large demo body debris truck
 - c. Bulldozer
16. Upon completion, the vacant lot shall be hydroseeded.
17. The contractor must provide on-site 20 or 30 yard construction containers in an amount adequate to ensure that all demolition debris is properly containerized while on site.
18. The contractor must provide barricades, flashers, and other necessary safety equipment during all times of demolition and debris removal.
19. Damages: Repair of all damage done to sidewalks, driveways, curbs, fences, streets, fire hydrants, street and traffic signs, light standards, or adjacent structures shall be at the

contractor's expense. If the contractor refuses or fails to perform the work with such diligence as will ensure its completion within the time specified in these contract documents, the Borough, by written notice to the contractor, may terminate the contractor's right to proceed with the work. Upon such termination the Borough may take over the work and prosecute the same to completion, by the contract or otherwise. The contractor and his sureties shall be liable to the Borough for any additional cost incurred by the Borough in its completion of the work.

BID PROPOSAL FORM

Demolition of Property located at Block 27, Lots 10, 11, 12, Seaside Park

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

Amount in words

\$ _____
Amount in numbers

Company Name

Federal I.D. # or Social Security #

Address

Signature of Authorized Agent

Type or Print Name

Title: _____

Telephone Number

Date

Fax Number

E-mail address

CONSENT OF SURETY

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

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)

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

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

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

BOROUGH OF SEASIDE PARK

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

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

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE 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 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.

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 personnel 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 subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 *U.S.C.* 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of _____, 2
____.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee,
except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

Borough of Seaside Park

BID DOCUMENT CHECKLIST*

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Stockholder Disclosure Certification	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Bid Proposal Form	
<input type="checkbox"/>	References	
<input type="checkbox"/>	Status of Present Contracts	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	Bid Guarantee (with Power of Attorney for full amount of <i>Bid</i> Bond)	
<input type="checkbox"/>	Public Works Contractor Certificate	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Mandatory Affirmative Action Language	
<input type="checkbox"/>	Prevailing Wage	
<input type="checkbox"/>	Americans with Disabilities Act of 1990 Language	
<input type="checkbox"/>	Proof of Business Registration	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

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

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Borough of Seaside Park
SUBCONTRACTOR LIST

The names and addresses of each Subcontractor included in this Single Bid proposal are listed below. The Contractor acknowledges the failure to list classified Subcontractors as part of the Single Bid proposals shall constitute a non-waivable material deviation resulting in a rejection of the bid.

TRADE: _____

NAME: _____

ADDRESS: _____

TRADE: _____

NAME: _____

ADDRESS: _____

TRADE: _____

NAME: _____

ADDRESS: _____

TRADE: _____

NAME: _____

ADDRESS: _____

Borough of Seaside Park

SITE VISIT CERTIFICATION

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID IF SITE VISIT WAS
MANDATORY**

PROJECT: _____

Check option that applies:

_____ I certify that I visited the site of the proposed work and became acquainted with the conditions relating to the project. I fully understand that facilities difficulties and restrictions attending the execution of the work under contract.

_____ I certified that _____ (Bidder's Representative) visited the site of the proposed work and became fully acquainted with the conditions relating to construction and labor the bidders representative fully understood the facilities difficulties and restrictions attending the execution of the work under contract.

Bidder fully indemnifies the Borough of Seaside Park, Borough engineers, and all of their respective officers, agents, employees, and consultants from any damage or emissions related to conditions that could have been identified during my visit and or the bidders representatives visit to the site.

I certify under the penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct.

Date: _____

Name and Title of Bidder: _____

Signature: _____

Borough of Seaside Park

BIDDERS QUALIFICATION STATEMENT

This form must this form must be completed and submitted by prospective bidders who wish to be considered for the project. Failure to fully complete the bidders qualification statement may result in disqualification of the prospective bidder. Attachments to this sheet are acceptable.

1. Name and Address of Firm:

2. Under what other names has your business operated?

3. Business form (corporation/Partnership, etc)

Date of formation: _____

Principal location: _____

Name and Titles of officers of corporation, or partners and the number of years with the business:

4. Has your firm or any predecessor firm defaulted on a contract or had work terminated for nonperformance within the last five (5) years?

Yes:

No:

If so on a separate sheet described the project, owner and circumstances.

5. Has your firm or any predecessor firm been denied a consent of surety a bid bond or performance bond within the last 12 months?

Yes: _____ No: _____

If so, on a separate sheet describe the circumstances/reasons.

I (We) The undersigned entity certified the truth and correctness of all statements and answers contained herein.

NAME OF BIDDER: _____

SIGNATURE: _____

Borough of Seaside Park

EXPERIENCE SHEET

Borough of Seaside Park requires evidence from all bidders that they have completed works of a similar nature as outlined in the bid package. Bidders are to provide evidence of satisfactory completion of work of similar nature as outlined in the bid form within the last five years bidders are to complete the section and provide supporting documentation with the bid package. Attach additional sheets if necessary.

A. Project: _____

Name of Owner: _____

Name of Owner's Representative: _____

Phone Number and Email: _____

Date of project: _____

B. Project: _____

Name of Owner: _____

Name of Owner's Representative: _____

Phone Number and Email: _____

Date of project: _____

C. Project: _____

Name of Owner: _____

Name of Owner's Representative: _____

Phone Number and Email: _____

Date of project: _____

I (We) The undersigned entity certified the truth and correctness of all statements and answers contained herein.

NAME OF BIDDER: _____

SIGNATURE: _____

BOROUGH OF SEASIDE PARK

ATTACH RESOLUTION OF AUTHORIZATION IF CONSULTANT IS A CORPORATION

Debarred, Suspended and Disqualified Consultant Affidavit

I am _____, the Contractor making the proposal for the above named work; I executed the said proposal with full authority to do so; said Contractor at the time of making this proposal {as applicable, insert “is” or “is not”} _____ included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Consultants; and all statements contained in said proposal and in this affidavit are true and correct and made with the full knowledge that the Borough of Seaside Park as the Local Unit relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for said work:

- I. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, state or local government agency within the past 3 years;
- II. Does not have a proposed debarment pending; and
- III. Has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

The undersigned further warrants that should the name of the firm making this proposal appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Consultants at any time prior to, and during the life of the contract, including the Guaranteed Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the proposal as a Consultant is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Bidder

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**BOROUGH OF SEASIDE PARK
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

NAME OF CONTRACTOR/BIDDER

PART 1: CERTIFICATION

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX.**
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is included in this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Borough finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO
INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet.

Name _____

Relationship to Contractor/Bidder

Description of Activities: _____

Duration of Engagement _____

Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____

Contact Phone Number _____

Certification: I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the Borough of Seaside Park is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I 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 Borough of Seaside Park and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _____

SIGNATURE _____

TITLE: _____

DATE _____

Prevailing Wage Act Compliance Declaration

The contractor agrees to comply in all respects with a New Jersey Prevailing Wage Act, Chapter 150, P.L.1963 as amended. Workers shall be paid not less than such prevailing wage. Current information regarding the act of prevailing wages may be found at www.nj.gov/labor. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the contractor or subcontractor's right to proceed with the work or such part of the works as to which there has been a failure to pay required wages and to prosecute the work to complete our otherwise. The Contractor and his sureties shall be liable to the owner for any excess costs occasioned thereby.

The New Jersey Department of Labor Division of Wage and Hour Compliance makes official debarment status determinations with respect to public works contract eligibility. The Department of Labor website, www.nj.gov/labor contains a list of firms and individuals that have been debarred in accordance with the provisions of the New Jersey Prevailing Wage Act from engaging in or bidding on public works contracts in New Jersey. If you have any questions concerning the current debarment status of any firm or individual with respect to the Prevailing Wage Act, contact with Division of Wage and Hour Compliance at 609-292-2283.

Before final payment is made by or on behalf of the borough or any sum or sums do to the work the contractor or subcontractor shall file with the Chief Financial Officer of the Borough written statements and the forms satisfactory to the commissioner of the New Jersey Department of Labor certifying to the amounts then do in knowing from such contractor or subcontractor filing such statement to any and all workers for wages due on account of the work setting forth there in the names of the persons those wages are unpaid and the amount due to each which statement certified by the oath of the contractor or subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act. The prevailing wage rate shall be determined by the commissioner of the New Jersey Department of Labor or his duly authorized deputy or representative.

The undersigned (individual) (partnership) (corporation) under the laws of the State of New Jersey having principal offices at _____.

FULL NAME (print): _____

SIGNATURE _____

TITLE: _____

DATE _____