

**BIDDING & CONTRACT REQUIREMENTS
FOR**

**West Orange Gregory Elementary School
Roof Shingle Replacement and Related Work**

THE WEST ORANGE BOARD OF EDUCATION

GREGORY ELEMENTARY SCHOOL

**301 Gregory Avenue
West Orange, New Jersey**

Bid No.

16-07

September 29, 2015

Bid Opening Date

11:00AM

Bid Opening Time

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ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received by the West Orange Board of Education, Essex County, New Jersey for:

<u>ITEM</u>	<u>DATE</u>	<u>PREVAILING TIME</u>	<u>BID #</u>
Roof Shingle Replacement Gregory Elementary School	9/29/15	11:00 AM	16-07

**ROOF SHINGLE REPLACEMENT
GREGORY ELEMENTARY SCHOOL
FOR THE WEST ORANGE PUBLIC SCHOOLS**

The service contract includes Roof Shingle Replacement at Gregory Elementary School, West Orange, NJ 07052.

All bids are for a single prime contractor. Individual Sealed Bids for this contract will be received by the West Orange Board of Education Office at 179 Eagle Rock Avenue, West Orange, New Jersey 07052, on September 29, 2015 at 11:00 A.M. local time, and will be opened and read aloud immediately thereafter.

Bids are to be marked in a sealed envelope and delivered to John Calavano, Business Administrator, with the name of the project plainly marked on the front of the envelope. Every bid must be accompanied by an unconditional certified check, cashier’s check or a bid bond in the amount of ten percent (10%) of the base bid not in excess of \$20,000.

Bidding documents will be electronically sent unless otherwise stated. Bid documents can be picked up in person; no documents will be mailed or sent by commercial messenger, shipping service or similar means.

Bidding documents may be examined and/or obtained during the regular business hours of 8:00 A.M. to 3:00 P.M., at the West Orange Board of Education, Buildings and Grounds Office, Room 111, 179 Eagle Rock Avenue, West Orange, NJ 07052.

A Pre-Bid walk-through is scheduled for Thursday, September 17, 2015 at 10:00AM.

Addendum (if required) shall be released to all registered Bidders and may be obtained directly from the Buildings and Grounds office on September 22, 2015.

Attention of bidders is particularly called to the requirements of employment to be observed and prevailing rate to be paid under the Contract pursuant to N.J.S.A. 34: 11-56.25 et. seq.

No bidder may withdraw his bid within sixty (60) days after the actual opening of the bid thereof pursuant to N.J.S.A. 18A-36.

The Owner intends to award purchase orders for this work in accordance with the law.

Bidding shall be in accordance with the applicable requirements of N.J.S.A. 18A:18A - 1, et seq., and N.J.A.C. 6:20 - 1, et seq. concerning Public School Contracts.

All bidders must comply with the Affirmative Action regulations of Public Law 1975, c. 127 (NJAC 17:27).

By Order of the West Orange Board of Education, Essex County, New Jersey.

John Calavano
Business Administrator

GENERAL CONDITIONS, REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

1. INVITATIONS

- A. The West Orange Board of Education, hereinafter called the Owner, invites bids for Construction work in the West Orange School District, Essex County, NJ, as follows:

Roof Shingle Replacement
Gregory Elementary School, West Orange, NJ

- B. Sealed Bids for the contract will be received by the West Orange Board of Education office at 179 Eagle Rock Avenue, West Orange, New Jersey 07052 on **Tuesday September 29, 2015 at 11:00 AM.** local time, and will be opened and read aloud immediately thereafter.
- C. In the event that the Owner revises the time, date, or location bid receipt, or of opening, such revisions will be issued by Addendum.

2. FORM OF BIDS

- A. The bid shall be submitted, **in triplicate**, in a sealed envelope addressed to the West Orange Board of Education showing the name of the Bidder, the appropriate project and contract designation, and identified by the words:

Roof Shingle Replacement
Gregory Elementary School, West Orange, NJ

- B. The Sealed Envelope shall contain:
1. The Form of Proposal with all blanks appropriately filled in by typewriter or in ink, with the base bid prices indicated both in words and figures. In case of discrepancy between the words and figures of the base bid or alternative bid prices, the written words shall govern.
 2. The Bid guarantee, in the form of Bid Bond, written by a Surety authorized to do business in the State of New Jersey in a dollar amount of not less than 10% of the Base Bid sum or reading "in the sum of ten percent of the Principal's Base Bid", but in no case to exceed \$20,000.00. The Bid Bond shall bear the same date as the Form of Proposal.
 3. The Contractor's Notice of Classification setting for the type and amount of work for which he has been pre-qualified, issued by the Division of Building and Construction, Department of the Treasury, State of New Jersey. Include the DBC companion document "Uncompleted Contracts" indicating the value of all outstanding contracts regardless of whether such contracts are for public or private projects.

Every bid shall also include a notarized "Prequalification Affidavit", setting forth the type of work and the amount of work for which the bidder is qualified, that there has been no material adverse change in the qualification information, the total amount of uncompleted work and the date of classification. A form affidavit is included as part of the bidding documents.

4. Disclosure Statement required under N.J.S.A. 52:25-24.2.
 5. Non-Collusion Affidavit required by N.J.S.A. 52:34-15.
 6. Statement of Compliance with Affirmative Action Regulations.
 7. An executed Consent of Surety Affidavit from a Surety authorized to issue bonds in New Jersey. By furnishing this affidavit the Bidder agrees that, if awarded the Contract, the Surety shall execute and deliver to the Owner, prior to signing the Contract, the Bonds as required in the Supplementary Conditions of the General Conditions and with acknowledgment of any additional requirements applicable to bonds as indicated in the Form of Proposal.
 8. With respect to Bid Bonds and the Bonds as required in the Supplementary Conditions of this General Conditions, the Owner reserves the right to reject any bond issued by a surety when, in the judgment of the Owner, such surety may lack the resources to properly execute said bond.
- C. If a bid is submitted by mail, the sealed envelope shall be enclosed in another envelope addressed to:
- John Calavano, Business Administrator
West Orange Board of Education,
179 Eagle Rock Avenue, Room 105B
West Orange, New Jersey 07052
- and include the bid identification.
- D. The Bidder may modify or withdraw his bid by mail or email to the Owner prior to the closing time set for receipt of bids, providing such telegram is, in fact, received by the Owner prior to that time and the Owner is satisfied that a written confirmation of the telegram, signed by the Bidder, was deposited in the mail prior to that time. The telegram of modification shall quote only the amount to be added or subtracted from the base bid or alternate bid previously submitted, but shall not reveal any bid sum.

3. PREPARATION OF BIDS

- A. All bidders must use and complete the following bid forms in full:
 - 1. Bid Form
 - 2. Rider A – Bid Bond Cover
 - 3. Rider B – Consent of Surety
 - 4. Rider C – Liability Statement
 - 5. Rider D – Political Contribution Disclosure Form
 - 6. Rider E – Non-Collusion Affidavit
 - 7. Rider F – Stockholders' Disclosure Statement
 - 8. Rider G – Prequalification Affidavit
 - 9. Rider H – Plan and Equipment Questionnaire
 - 10. Rider I – Sworn Contractor Certification
 - 11. Rider K – Exhibit B (Mandatory Equal Opportunity Language)
 - 12. Rider L – Asbestos Acknowledgement Form
 - 13. Rider M – Initial Project Workforce Report
 - 14. Rider N – Affirmative Action Compliance Notice
 - 15. Rider O – American with Disability Act of 1990
 - 16. Iran Disclosure Statement
 - 17. Bid Document Checklist

- B. Bids must be submitted on the Form of Proposal furnished by the Board. Where the bidder is a corporation or a partnership, the person submitting the bid must certify that he is duly authorized to submit a bid on behalf of the corporation or partnership. The corporate seal should be affixed to the bid. Alternative bids will not be accepted unless otherwise authorized in the bidding documents. No conditions, limitations or provision may be placed on a bid.

- C. Any bid not received by the date and time set forth in the Notice to Bidders will not be considered by the Board.

- D. A bidder may withdraw his bid at any time prior to the scheduled time for opening bids. No bid may, however, be withdrawn for a period of sixty (60) days from the opening of the bids.

4. BID EVALUATION

- A. A bid is invalid if it has not been received at the designated location prior to the time and date set forth and such invalid bid will not be opened.

- B. A bid, which does not conform with the requirements of the Notice to Bidders, Instructions to Bidders and these Specifications.

- C. The Bidder acknowledges the right of the Owner to reject any and all bids, to waive any irregularity in a bid or part thereof and to accept such a bid. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish a Bid Bond, Notice of Classification, Disclosure Statement, or if the bid is not submitted on the form provided or is in any way incomplete or irregular.

The Board reserves the right to reject the bid of a bidder with whom the Board has had a prior negative experience.

5. BIDDER PREQUALIFICATION

- A. Bidders shall be prequalified by the Division of Building and Construction Department of the Treasury, State of New Jersey, as to character and amount of public work on which they may submit bids, pursuant to N.J.S.A. 18A: 18A-33. Each Bidder, to whom work will be awarded under a bid for this project, shall submit a notarized affidavit with the Form of Proposal, of an approved form, setting forth the type and amount of work for which he has been prequalified and verifying that, since qualifying, there has been no material adverse change in his qualifications except as noted in the affidavit. The DBC form 701 "Total Amount of Uncompleted Contracts" shall be executed, notarized and included with the DBC Prequalification form.
- B. The Owner may make such additional investigation, as he deems necessary to determine the ability of the Bidder to perform the work. The Bidder shall furnish to the Owner all such information for this purpose as the Owner may request. The Owner reserves the right to reject any bid, if the evidence submitted by or investigation of such Bidder fails to satisfy the obligations of the Contract or to complete the work contemplated therein.
- C. All inquiries concerning prequalification shall be directed to the Division of Building and Construction, Taxation Building, 8th Floor, West State and Willow Streets, Trenton, New Jersey 08625.

6. SITE INSPECTION

- A. It is strongly suggested that all bidders visit the job site prior to submitting their bid(s). Bidders must first contact the District's Buildings and Grounds Department at (973)669-5400 and follow any directions regarding site access and security as may be given by the Buildings and Grounds Department. Bidders shall conduct their evaluation in a manner which is not disruptive to the function of the school.
- B. The bidder shall determine that he can secure the necessary labor and equipment and that the materials he proposes to use will comply with the requirements contained in the specifications and can be obtained by him in the quantities and at the time required.

7. BIDDERS REPRESENTATION

- A. The Bidder, by making his bid, represents that he has read and understands the Bidding Documents and that he has included in his bid the cost of all items of work which are expressly or implicitly required to achieve the completion of Work contemplated by the contract under the conditions which will prevail.
- B. The Bidder, by making his bid, represents that his failure to include therein the work of any requirement or provision of the Bidding Documents or the cost thereof, shall in no way relieve him from any obligation in respect to his bid.
- C. The Bidder, by making his bid, certifies that he has visited the jobsite and has thoroughly inspected and evaluated all the existing conditions both on and about the site, which may affect his work and the project requirements.

A claim of mistake or omission will likewise not excuse a bidder from any obligation under his bid. The submission of a bid will be considered conclusive evidence that the bidder has made such an examination.

- D. The Bidder, by making his bid, represents that all products and goods used in the project shall be new and covered by the applicable manufacturer's warranty. Where a brand name is specified in the specifications, the bidder may use an equivalent brand, provided the procedures set forth in the specifications are followed.
- E. Each bidder shall provide a certification showing that he owns, leases or controls all the necessary equipment required by the specifications. If the bidder is not the actual owner or lessee of any such equipment, he shall submit a certificate stating the source from which the equipment will be obtained and shall obtain a certificate from the owner and person in control of the equipment, granting to the bidder such time as may be necessary for the completion of that portion of the contract for which it is necessary.

8. METHOD OF AWARD

- A. Subject to the provisions of Paragraph 3, each Contract will be awarded to the responsive and responsible Bidder who submitted the lowest base bid, except that, if the Owner exercises his right to accept alternative bids, the award will be made to that responsive and responsible Bidder whose base bid becomes the lowest bid with the selected, accepted alternate(s) included, whether add or deduct or a combination thereof.
- B. A decision on whether the contract will be awarded and to whom it will be awarded shall be made within sixty (60) days from the date the bids are opened. The contract, if awarded, shall be awarded to the lowest responsible bidder. Whenever two or more bids are equal, the Board has the absolute discretion to award the contract to the bidder whose bid is most advantageous to the school district.

- C. All bid guarantees will be returned, upon request, within ten (10) business days after the bids have been opened. The bid guarantees of the three lowest bidders shall, however, be retained until either: three (3) days after the contract is awarded and signed and the bidder's performance/labor and materials bond and insurance certificates are approved by the Board, or (2) all bids are rejected by the Board.
- D. If the lowest responsible bidder is not a resident of the State of New Jersey, then the bidders shall designate a proper agent in the State upon whom process may be served as a condition precedent for the awarding of the contract. If the lowest responsible bidder is not a corporation of the State of New Jersey, then the awarding of the contract and payment of consideration thereunder is conditioned upon the bidder filing a certificate of doing business in the State of New Jersey and complying with the provisions of N.J.S.A. 14A: 13-1 et seq.
- E. All successful construction contractors must submit a completed form AA-201 "Initial Project Manning Report - Construction". The completed form AA-201 must be submitted by the third (3rd) calendar day after the signing of the construction contract. If the construction contractor does not submit form AA-201 within the required time period, the Board of Education may extend the time period to the fourteenth (14th) calendar day. If by the fourteenth (14th) calendar day the Contractor does not submit the form, the Board of Education must declare the Contractor non-responsive and award the contract to the next lowest responsible bidder. A sample Form AA 201 is included in these specifications.

9. BIDDING DOCUMENTS

- A. All bidding documents will be distributed electronically (when applicable). Contractor must provide a valid email address to receive the documents electronically. Contractor may also pick up the bidding documents if so desired.

Bidding Documents and other information may be examined and obtained, in person, by Bidders from:

The West Orange Board of Education
179 Eagle Rock Avenue Room 111
West Orange, NJ 07052
Telephone: 973-669-5400 x 20581

Office Hours are 8:00 A.M. to 3:00 P.M., local time, Monday through Friday, excluding holidays and emergency closings.

Documents may be examined and purchased (if required) in person. **Bidding documents will not be mailed, sent by commercial messenger, or shipped by alternate means.**

Documents may not be obtained from any other source. Any bid submitted by a person or persons who obtained Bidding Documents from any source other than that noted above will be invalid.

- B. Each bid set may consist of one project manual or specification book (if applicable).
- C. In case a Prospective Bidder finds discrepancies or omissions in, or is in doubt as to the meaning of the Bidding Documents, he shall at once make inquiry of the Owner (in writing, via mail, email or fax), who will issue interpretations and corrections in the form of Addenda to all Bidders. To receive attention, such inquiries shall be received in the office of the West Orange Board of Education no later than ten (10) calendar days prior to the date of bid opening.
- D. Copies of Addenda will be sent to all Prospective Bidders.
- E. No Bidder, Prospective Bidder, or Sub-Bidder shall rely upon any interpretation or correction given by any method other than Addenda, and the Owner will be not responsible for any oral instructions claimed to have been issued by him, them or any of their agents, consultants, representatives, or employees, in any form other than Addenda.
- F. Communications during bidding:

Questions, requests for clarification or similar communications to the Owner shall only be made via written correspondence or facsimile transmission to the West Orange Board of Education Business Administrator at (973) 669-1979. Addenda will be issued only for inquiries, which are not adequately covered in the bidding documents, and which, in the Owner's opinion, may have an impact on the bid proposal.

Bidders are advised to thoroughly examine the bidding documents prior to making an inquiry. The Owner shall not be obligated to respond to inquiries, which are adequately covered in the bidding documents.

No communications should be made within ten (10) calendar days prior to the date for receipt of bids. The Owner may, at his option, not respond to inquiries made during this time frame. The Owner will not respond to telephone inquiries.

10. DEFINITIONS

- A. All definitions set forth in the General Conditions are applicable to these Instructions to Bidders.
- B. The Bidding Documents include the Advertisement, Instructions to Bidders, the Form of Proposal, Bid Bond, Contractor's Notice of Classification, Disclosure Statement, Affirmative Action Statement, Consent of Surety, the Contract Documents, and all Addenda issued prior to submission of bids.

- C. An Addendum is a written and/or graphic instrument, which modifies or interprets the Bidding Documents by additions, deletions, clarifications, or corrections and whose plural form is Addenda.
- D. A Prospective Bidder is a Contractor who has been furnished a full set of Bidding Documents pursuant to the terms of Subparagraphs 8A and 8B.
- E. A bidder is a Contractor who submits a bona fide bid in accordance with bidding procedures.
- F. Purchase orders will be the method of award of contract. Reference to a contract is a purchase order.

11. SUBSTITUTIONS

- A. Bidders intending to make a request for a substitution, shall make such request in writing at least 10 calendar days prior to bid due date. The bidder shall submit, with his written request, sufficient data and samples if necessary, in order to allow the Owner to evaluate whether or not the proposed substitution complies with the requirements of the specified item.

12. LIQUIDATED DAMAGES

- A. Since the actual damages suffered by the Owner are incapable of precise calculation, the Contractor agrees that the following amount is a fair and reasonable method of measuring the damages suffered by the Owner for each calendar day the project is delayed.

In the event the project is not completed and the building ready for reoccupancy on the dates set forth in the completion schedule, the Contractor shall pay the Owner the sum of Five Hundred Dollars (\$500.00) as liquidated damages, not as a penalty for each calendar day the project is delayed. The liquidated damages amount(s) shall apply to the substantial completion date of each phase of the work, as well as the final completion date and may be cumulative in situations where the work from more than one phase remains incomplete.

13. STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

- A. Pursuant to P.L. 1977, Chapter 33 (N.J.S.A. 52:25-24.2), All corporations and partnerships shall submit a statement with its bid which sets forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock or of all individual partners in the partnership who own 10% or greater interest therein. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner exceeding the 10% ownership criteria has been listed.

- B. Any bidder whose stockholders or partners own less than ten percent (10%) of the stock shall certify such fact to the Board.
- C. A form affidavit is included as part of the bidding documents.

14. CONTRACT BONDS

- A. The bidder to whom the contract is awarded shall furnish and deliver a bond for the performance of the contract and materials, together with power of attorney, in the amount of the bid to the Board within ten (10) days from the date of the award as security for the faithful performance of the contract and the payment of all persons furnishing labor and materials for the project. The performance/payment bond shall be maintained in full force and effect until the Board is satisfied that all unpaid claims against the bidder have been resolved.
- B. A payment on performance bond shall not be acceptable unless in compliance with the requirements set forth in N.J.S.A. 24:44-143 et seq. The payment and performance bond shall have attached thereto a Surety Disclosure Statement and Certification to which each surety executing the bond has subscribed. The bond, which shall include the language contained in the Form of and Conditions in Bond, and the surety disclosure, statement and certification shall be complete in all respects and duly acknowledged according to law and shall be in a form substantially similar to the form included in this Project Manual.
- C. Prior to the start of the guarantee period and before final payment is made, the bidder shall provide the Board with a maintenance bond, together with power of attorney, in the amount of the contract price to insure the replacement or repair of defective materials or workmanship during the guarantee period.
- D. Arrangements have to be made with a surety company licensed to do business in the State of New Jersey to furnish the bidder with a performance/labor and materials bond and maintenance bond if the contract is awarded to the bidder. The surety company issuing the performance/labor and materials bond shall be assigned a current rating of not less than A- (excellent) by A.M. Best Company, Oldwick, New Jersey. A consent of surety, together with a power of attorney, must be submitted with the bid.
- G. The costs of the performance/labor and materials bond and maintenance bond shall be paid by the bidder.

15. BID GUARANTEES

- A. Every bid must be accompanied by a bid guarantee in the form of a certified check, cashier's check or bid bond furnished by a surety company authorized to do business in the State of New Jersey in an amount not less than ten percent (10%) of the bid or \$20,000.00, whichever is less.
- B. The ten percent (10%) security shall be forfeited if bidder fails to execute a contract with the Board and furnish the Board with a performance/labor and materials bond and the required certificates of insurance within ten (10) days after the contract is awarded. In the event of default and subsequent award of the contract to another bidder, the bidder shall be liable for the difference between the amount of his bid and the amount for which the Board is obligated to pay on an award to another bidder, less the ten percent (10%) security.

16. RECEIPTED BILLS FOR MATERIALS, ETC.

- A. It is hereby understood and agreed that no payments after the first payment shall be made by the Owner to any Contractor for materials delivered and accepted during any month covered by this contract or any work done or labor furnished during the same period, unless and until receipts and any and all other vouchers showing payment by the Contractor for materials and labor, including payments to subcontractor from the preceding payment to Contractor on the same basis set forth in the Certificate for Payment, having been filed with the Owner and annexed to the Certificate for Payment, having been filed with the Owner and annexed to the Certificate covering said payment applied for; anything to the contrary in any of the Contract Documents referred to herein notwithstanding.

It is further agreed and understood that the General Contractor will require all subcontractors within thirty (30) days after any payment is made to subcontractors to submit sufficient proof of payment, covering both labor and material men so that the Contractor is satisfied that no stop notices can be filed against him for any money due the subcontractor or their labor or material men.

17. RELEASE OF LIENS

- A. Neither the final payment nor any part of the retained percentage shall become due until the Contractors shall deliver to the Owner a complete Release of all Liens arising out of this Contract and an affidavit that so far as he has knowledge or information, the releases include all labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Owner, to indemnify him against any liens. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

18. FORM OF AGREEMENT

- A. The Contract shall be comprised of the Notice to Bidders, Instructions to Bidders, Bid Specifications, any amendments and clarifications, diagrams, the bidding documents, Agreement between Owner and Contractor and any addenda thereto. The bidder to whom the Contract is awarded shall, within five (5) days from receipt of the Agreement between Owner and Contractor from the Board, sign and return the Contract to the Board.

19. PROGRESS PAYMENTS

- A. In addition to the retainage specified in the contract documents, the Owner reserves the right to withhold on account of subsequently discovered evidence, the whole or part of any monthly payment to such extent as may be necessary to protect against loss on account of defective work not remedied or any form of payment claims against the Contractor that may subsequently have accrued.
- B. Payment Applications shall be

20. FINAL ACCEPTANCE

- A. The retainage as specified in the contract documents shall be withheld until the Owner determines that the work has been satisfactorily completed and no unsettled claims exist. The final acceptance shall not be binding or conclusive upon the Owner should it subsequently develop that the Contractor has supplied inferior material or workmanship or has departed from the terms of his contract. Should such a condition appear the Owner shall have the right, notwithstanding final acceptance and payment, to cause the work to be properly done in accordance with the specifications at the cost and expense of the Contractor.

21. WARRANTY

- A. In addition to the warranties set forth in the contract documents, the Bidder warrants that:
1. All materials and equipment furnished under this contract shall be new unless otherwise authorized by the Board. Any applicable manufacturer's warranties shall be transferred to the Board.
 2. Title to all work, materials and equipment will pass to the Owner free and clear of all liens, claims, security interests or encumbrances.
 3. All materials, equipment and work will be of good quality, free from faults and defects, and will be in conformance with the contract documents. A one (1) year guarantee of the materials, equipment and work shall commence from the date the project is completed to the Board's satisfaction.

4. If within one (1) year after the completion of the project, any portion of the materials, equipment and work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the problem at his own cost and expense. The payment of the contract sum shall not constitute an acceptance of the work not performed in conformance with the contract documents.

22. LIABILITY

- A. The Contractor shall assume full responsibility and liability for any and all injuries to any person and any and all damages to any property resulting from or in connection with the project which are caused by any error, omission or negligent act of the Contractor, his agents and employees, and any subcontractor which he may employ.
- B. The Contractor shall be liable for any and all damages caused by a breach of the terms of this Contract.

23. INDEMNIFICATION

- A. The Bidder shall indemnify and hold harmless the Board, and their respective employees, officers, agents, servants, construction manager and/or project manager, for any and all claims, liability, damages and expenses, including reasonable attorneys fees arising out of, resulting from or in connection with the project, which are caused by any error, omission, neglect or intentional act of the Bidder, its employees and agents.
- B. The Bidder shall indemnify and hold harmless the Board, and their respective employees, officers, agents, servants, construction manager and/or project manager, from any and all claims, demands, suits, damages, costs and expenses, including reasonable attorney's fees, arising out of or in any way related to a breach of Bidder's agreement with the Board or any personal injury or property damage that may arise out of or result from the acts of omissions of the Bidder in performing the work.
- C. The Board may defend itself, at the Bidder's expense, from any claim or lawsuit which may arise out of the Bidder's performance or lack of performance under the terms of this contract or the Board may elect to have the Bidder provide the Board with legal representation at the Bidder's own expense.
- D. Bidders shall be prepared to exercise due caution at all times for the prevention of injury to persons and property, and be prepared to submit satisfactory proof that he/she maintains public liability, property damage, and workers' compensation INSURANCE. The Board of Education and its agents shall be held and saved harmless from any suits arising from actions of bidders' employees or defects in bids.

24. INSURANCE

- A. The contractor shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in any activity connected with this contract. The contractor shall carry sufficient insurance to protect him/her and the Board of

Education from any property damage or bodily injury claims arising out of the contracted work.

- B. The insurance to be provided shall be underwritten by a company licensed to do business in New Jersey and shall be in the types and amounts listed below:

- i. Commercial General Liability insurance in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. Policy shall not be limited by any coverage endorsement, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage, except for 10 days in the event of non-payment of premium. The Board of Education shall be included as an Additional Insured and Certificate Holder.
- ii. Commercial Automobile Liability insurance in an amount not less than \$1,000,000.00 each occurrence, \$1,000,000 each person, covering owned, hired, and non-owned autos, and shall include provisions for thirty (30) days written notice of cancellation and/or modification of coverage, except for 10 days in the event of non-payment of premium.
- iii. Worker's Compensation (in accordance with the laws of New Jersey and any other jurisdiction required to protect employees of the Board and any and all Contracted Parties who will be engaged in the performance of the work on this project); Insurance in the Statutory Limits including Employer's Liability in an amount no less than:
 - Employer's Liability: \$500,000.00 each accident;
 - Disease – Each Employee: \$500,000.00;
 - Disease – Policy Limit: \$500,000.00.
- iv. Bodily Injury Liability: \$1,000,000.00 each occurrence/\$1,000,000.00 aggregate
- v. Property Damage Liability: \$1,000,000.00 each occurrence/\$1,000,000.00 aggregate

- vi. Excess Liability: \$4,000,000.00
Excess Liability shall have a drop down provision to cover \$1,000,000.00 of Employer's Liability section of General Liability, Automobile Liability and Worker's Compensation Listed Above.
- vii. Completed Operations & Products Liability: \$1,000,000.00
(maintain for one year after issuance of Final Certificate of Payment)
- viii. Retention for self-insured hazards: \$10,000 Each Occurrence.

- C. All required insurance coverage must be in effect no later than 12:01 a.m. at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.
- D. Evidence of actual insurance coverage must be provided in the form of a CERTIFICATE OF INSURANCE, detailing all required coverage's, and showing the Board of Education as an additional insured, and providing for thirty (30) days written notice of cancellation. The Certificate of Insurance shall be submitted to the Board of Education upon notification of award.

25. **PAYMENT**

Payment will be rendered upon completion of services or delivery of full order to the satisfaction of the Board of Education, unless otherwise agreed to by written contract. The Board may make partial payments at its discretion. Payment may be delayed from time to time depending on the Board of Education meeting schedule. Contractor shall submit a schedule of values (for approval) and payment requisitions on AIA forms G702 and G703

26. **LAWS**

- A. The Contractor shall comply with all applicable laws, statutes, regulations, and ordinances and any order issued by any governmental entity. This contract shall be governed by the laws of the State of New Jersey.

27. **WAIVER**

- A. No action or failure to act by the Board shall constitute a waiver of any right it may have under the terms of this contract.

28. **LAW AGAINST DISCRIMINATION**

- A. The Bidder (Contractor) agrees to comply with the Law Against Discrimination pursuant to N.J.A.C. 17:27-1 et seq. as set forth at length in Exhibit B attached hereto and made a part hereof.

29. PUBLIC WORKS CONTRACTOR REGISTRATION ACT (P.L. 1999 C. 238)

- A. All contractors and subcontractors as defined in N.J.S.A. 34:11-56.48 et seq. submitting a bid for this project shall be registered with the Department of Labor in accordance with N.J.S.A. 34:11-56.48 et seq. All bidders shall submit proof of registration (or a copy of the registration application) with the bid.

30. BUSINESS REGISTRATION CERTIFICATE (BRC)

- A. All contractors and subcontractors must provide a current New Jersey State Business Registration Certificate (BRC). All bidders shall submit proof of registration (or a copy of the registration application) with the bid.

31. PREVAILING WAGE RATE

- A. Each Contractor and subcontractor is required:
1. To comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.48 et. seq., and pay all workmen and/or subcontractors performing services in connection with the project not less than the prevailing rate of wages as determined by the State Department of Labor and industry, whereby said prevailing rate of wages are enumerated in the list of prevailing wage rates included as part of the Project Specifications and Contract Documents, are on file in the board's office and/or the architect's office and are made a part hereof and incorporated herein by reference.
 2. To contact the State Department of Labor and Industry to verify the prevailing wage rates applicable to the Project.
 3. To furnish the board with an affidavit stating that all workmen have been paid in accordance with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et seq.
 4. Upon request, file verified written statements with the board certifying the amounts then due and owing to any and all workmen for wages due on account of the work and the names of the persons whose wages are unpaid and the amount due to each.
 5. To submit weekly payroll forms in full compliance with the Prevailing Wage Act.
 6. To 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 the project. Records shall be preserved for two (2) years from the date of payment.

7. To post the prevailing wage rates for each craft and classification involved in the work, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the project and at such place or places as are used to pay workmen their wages.
- B. In the event that it is found that anyone employed by the Contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Board 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 to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

31. PERFORMANCE PENALTIES

Contractor will be subject to performance penalties when the contractor fails to meet the final completion date. Performance penalty will \$500.00 per calendar day for each calendar day that the contractor exceeds the final completion date. Owner may start to impose the performance penalties any time after the final completion date.

These performance penalties are different and separate from liquidated damages.

END OF INSTRUCTIONS TO BIDDERS

Bid Form: Gregory Elementary School

PROJECT: West Orange Public Schools,
Roof Shingle Replacement and Related Work at the
West Orange Gregory Elementary School

OWNER: West Orange Board of Education
West Orange, New Jersey

DATE _____

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

FACSIMILE NO.: _____

EMAIL ADDRESS: _____

1. BIDS:

A. BASE BID:

We, the Undersigned, will furnish all labor, material, equipment, and services necessary for the purchase, delivery, installation and any and all related Work for the above project for the West Orange Board of Education, in strict accordance with the Specifications as furnished by the West Orange Board of Education.

This project includes work at the facility as listed above.

BASE BID

ROOF SHINGLE REPLACEMENT AREAS E1, DAMAGED DECK SHEATHING AND DAMAGED FASCIA REPLACEMENT

\$ _____
(figure) (To be written in full)

UNIT PRICES

Square foot price for wood sheathing replacement in kind \$ _____
per square foot

PRODUCTS Basis of Design GAF Stateline

Signature of Authorized Agent

Type or Print Name

Title

Date

Federal ID # or Social Security #

MAJOR SUBCONTRACTORS:

Indicate each major subcontractor for each of the major trades indicated below. By indicating the subcontractors below, the contractor certifies that if awarded the bid, the subcontractors indicated below will be awarded subcontracts provided the Architect approves them. Proposed Subcontractors must be approved by the State of New Jersey to bid public construction projects. All paperwork required for the Prime Contractor shall also be submitted for each subcontractor including Notice of Classification, Uncompleted Contracts Affidavit, Prequalification Affidavit, Certificate of Registration, along with evidence of security performance. Should a specific trade not be required as part of the Work of this Proposal, then the use of "Not Applicable" shall be used.

MAJOR SUBCONTRACTORS AND SUPPLIERS

Structural Steel _____

Address: _____

Phone: _____ Fax _____

Signature _____

Title: _____ Date: _____

Mechanical Subcontractor _____

Address: _____

Phone: _____ Fax: _____

Signature: _____

Title: _____ Date: _____

Electrical Subcontractor _____

Address: _____

Phone: _____ Fax: _____

Signature: _____

Title: _____ Date: _____

Plumbing Subcontractor _____

Address: _____

Phone : _____ Fax: _____

Signature: _____

Title: _____ Date : _____

2. AGREEMENT

We, the Undersigned agree, if awarded the Contract, to execute an agreement for the above stated work and compensation on the West Orange Board of Education's Standard Agreement Form as provided Form of Agreement Between Owner and Contractor", AIA Document and a Waiver of Liens in such form as the Owner will direct.

3. SURETY

We, the Undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, prior to the signing of the Contract, the Bonds as required by the Supplementary Conditions, written by:

_____, Surety.
Consent of Surety form shall be submitted with the bid proposal package.

The Surety shall further certify by a rider or other means acceptable to the Owner, that it will complete the unfinished portion of the Work, correct any unacceptable Work, and pay for all outstanding invoices for labor, materials, and services for this contract should the contractor be terminated by the Owner. Failure to provide this certification will be grounds for the rejection of the bonds and the bid submitted by this bidder for this Project.

4. EXECUTION OF CONTRACT

The undersigned Bidder hereby agrees that if this bid shall be accepted by the West Orange Board of Education, Essex County, N.J., and the undersigned shall fail to execute and deliver the Contract and Performance Bond in accordance with requirements of the Instructions to Bidders, then the undersigned shall be deemed to have abandoned the Contract and thereupon the Bid and its acceptance shall be null and void and the West Orange Board of Education may be entitled to the amount of the certified check, cashier's check or bid bond.

5. COMPLETION TIME

A. Commencement of Work

We, the Undersigned, agree, if awarded the Contract, to begin mobilization within five (5) days after Notice to Proceed and to substantially complete all the work included in the Contract Documents and to the satisfaction of the Owner and Architect on or before the completion date indicated below.

The issuance of any one of the following shall be considered as the "Notice to Proceed" this project thereby establishing the commencement date for the Work.

Receipt of a Contract for Construction from the Owner
for signature by the Contractor.

Issuance of a Purchase Order by the Owner.

Correspondence from the Owner identified as a "Notice to Proceed"

All time limits set forth herein are of the essence.

B. Completion Schedule

We shall achieve Substantial Completion and Final Completion on or before each of the deadlines for each phase identified herein:

Substantial Completion Date for all Work:
November 6, 2015

Final Completion Date for all Work:
November 20, 2015

6. PERFORMANCE PENALTIES

Contractor will be subject to performance penalties when the contractor fails to meet the final completion date. Performance penalty will \$500.00 per calendar day for each calendar day that the contractor exceeds the final completion date. Owner may start to impose the performance penalties any time after the final completion date.

These performance penalties are different and separate from liquidated damages which may also be imposed if the contractor exceeds the completion date.

7. BID SECURITY

This bid shall be accompanied by bid security in a total sum of 10% of the total maximum bid sum set forth above, but not in excess of \$20,000.00

8. RECEIPT OF ADDENDA

The Bidder hereby acknowledges receipt of the following issues of addenda, if any, distributed by the Architect:

<u>Addendum No.</u>	<u>Dated</u>	<u>Addendum No.</u>	<u>Dated</u>
<u>Addendum No.</u>	<u>Dated</u>	<u>Addendum No.</u>	<u>Dated</u>

9. UNIT PRICES

Should the Owner request changes in the work due to unforeseen conditions, or for other reasons, the undersigned agrees that the following supplemental unit prices will be the basis of his compensation for additions to or deductions from the Contract Price as the case may be, for such increase or decrease in work required by such changes. These unit prices shall be used unless a mutually agreed price can be otherwise negotiated. A bidder shall furnish values for all unit prices, which include work in the contract for which a bid is being submitted.

Unit prices include all changes for overhead, profit, taxes, insurance, etc., and shall be used for additions to or deductions from the work. In no case shall the "add" price be more than 25% greater than the "deduct" price. All work shall conform fully to similar work described in these specifications.

A. Unit Prices for Contract for General Construction.

Not Used

10. STATEMENT

A. We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereto and that the Owner may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.

B. We, the Undersigned, a corporation/partnership created and existing under the laws of the:
State of: _____ has its business
address at:

Signed by: _____
President/Secretary

Attested by: _____
(Seal)

Rider A

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,
_____ as PRINCIPAL, and
_____ as SURETY are held and firmly bound
unto West Orange Board of Education hereinafter called the "Owner", in penal sum of
(\$_____) lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITIONS OF THIS OBLIGATION IS SUCH, that Whereas the Principal has
submitted the Accompanying Bid, dated
_____ 20_____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period
specified therein after the opening of the same, or in no period be specified, within sixty
(60) days after the said opening, and shall within the period specified therefore, or if no
period be specified, within ten (10) days after the prescribed forms are presented to him
for signature, enter into a written Contract with the Owner in accordance with the Bid as
accepted, and give bond with good and sufficient surety or sureties, as may be required,
for the faithful performance and proper fulfillment of such Contract; and deliver evidence
of insurance and such other documents as are required by the contract documents as
conditions precedent to the owner's execution of the contract, all within the times
required in the contract documents, or in the event of the withdrawal of said Bid within
the period specified, or the failure to enter into such contract and give such bond within
the time specified, if the Principal shall pay the Owner the difference between the
amount specified in said Bid and the amount for which the Owner may procure the
required work or supplies or both, if the latter be in excess of the former, then the above
obligation shall be void and of no effect, otherwise to remain in full force and virtue. IN
WITNESS WHEREOF, the above-bounded parties have executed this instrument under
their several seals this ____ day of _____ 20 ____, the name and
corporate seal of each corporate party being hereto affixed and these presents signed
by its undersigned representative, pursuant to authority of it governing body.

_____ by

_____ by _____

As to Surety

Rider B

Consent of Surety

The _____

(Name and Address of Surety)

a corporation existing under the Laws of the State of _____
and authorized to do business under the Laws of the State of New Jersey, hereby
certifies that application has been made to us by

(Name and Address of Contractor)

and satisfactory arrangements have been completed by which we have and agree to
furnish a Performance Bond equal to 100% of the Contract to ensure the faithful
performance on the part of the Bidder of the terms and conditions of the contract, and a
labor and materials bond to ensure the payment of all persons furnishing labor and
materials in accordance with the contract.

Title Work:

Name and Location of Project:

This proposition is made with the understanding that any change made in the
specifications of agreements without the consent of the bondsmen shall in no way
vitate the bond.

WITNESS:

SURETY COMPANY:

Title: _____
Attorney-in-fact

(Affix corporate seal)

By: _____

Date: _____

Rider C

Liability Statement

I hereby certify that as of this day _____ of _____, 20 ____ there are no unpaid bills, liabilities, liens or obligations against _____, resulting from the order of purchase of materials, charges for labor, obligations upon or from any sub-contractor, claims, demands, or reasons of actions, of the above mentioned contractor, in connection with contract entered into with the Owner re:

(Job Name)

(Date)

(Signature)

For _____
(Contractor)

(Position)

Sworn to and subscribed before me
On this day of _____, 20_____

(Notary Public)

Rider D

Political Contributions Disclosure

PAY TO PLAY

A. The contractor is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

B. In addition, pursuant to N.J.A.C. 6A:23A-6.3, no business entity which has made a reportable contribution (as defined in N.J.S.A. 19:44A-1 et seq.) to a member of the Board of Education during the preceding one (1) year shall be awarded a contract in excess of \$17,500.

C. Any business entity doing business with the School District is precluded from making any reportable contributions to any member of the Board of Education during the term of the Contract.

D. When a business entity is a natural person, a contribution by that person's spouse or child that resides therewith shall be deemed to be a contribution by the business entity. Where a business entity is other than a natural person, a contribution by the person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. A political contribution disclosure (hereinafter referred to as "PCD") form is required to be submitted for all contracts greater than \$17,500. No contract award shall be made unless the completed PCD is submitted to the Board office prior to the award. Failure to submit the PCD shall result in the rejection of the bid.

POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

1 N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Rider E
NON-COLLUSION AFFIDAVIT

ALL BIDDERS MUST COMPLETE THIS FORM, WHICH IS IN ACCORDANCE WITH PUBLIC
LAW and N.J.S.A. 52:34-15

FAILURE TO COMPLETE THIS FORM WILL DISQUALIFY BID

STATE OF NEW JERSEY)
) SS. _____
COUNTY OF) Project Name & Contract No.

I, _____ of the Municipality of
_____ in the County and State of
_____ according to law on my oath
depose and say that:

I am _____ of the firm
of _____ the Bidder,
making the Proposal for a contract in 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 named contract; and that all statements
contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the Owner relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract.

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

(Name of Contractor)
in accordance with N.J.S.A. 52.34-15

(Also type or print name of affiant under signature.)

Subscribed and sworn to

Before me this _____ day

Of _____ 20_____

Notary Public
My commission expires _____ 20_____

Rider F

STOCKHOLDERS' DISCLOSURE STATEMENT

ALL CORPORATE OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM WHICH IS
IN ACCORDANCE WITH PUBLIC LAW 1977 CHAPTER 33 (N.J.S.A. 52:25-24.2)
FAILURE TO COMPLETE THIS FORM WILL DISQUALIFY BID

List all stockholders or partners in the corporation who own 10% of its stock of any class. If one or more stockholders or partners required to be listed is itself a corporation or partnership, the stockholders or partners for that corporation or partnership owning ten percent (10%) or more of that corporation's stock or partnership's interest shall also be listed and the disclosure shall be continued until the names and addresses of every non-corporate shareholder or individual partner exceeding the ten percent (10%) criteria is listed.

_____	_____	_____
Name	% Interest	Address

_____	_____	_____
Name	% Interest	Address

_____	_____	_____
Name	% Interest	Address

_____	_____	_____
Name	% Interest	Address

I hereby certify that the information given above is true and correct as of

— Date of Bid

— Signature of Partner or Corporate Officer

— Title

Witness

Rider F (cont)

STOCKHOLDERS' DISCLOSURE STATEMENT
(Continued)

ALL CORPORATE OR PARTNERSHIP BIDDERS MUST COMPLETE THIS FORM WHICH IS
IN ACCORDANCE WITH PUBLIC LAW 1977 CHAPTER 33 (N.J.S.A. 52:25-24.2)
FAILURE TO COMPLETE THIS FORM WILL DISQUALIFY BID

This section must be completed if the BIDDER is a SOLE PROPRIETORSHIP or a
PARTNERSHIP.

The undersigned certifies that _____
(Name of Bidding Entity)

is a SOLE PROPIETORSHIP (Cross Out Inapplicable Form of Entity)
 PARTNERSHIP

Signed

Address

Phone No.

This section must be completed if the BIDDER is a
Corporation.

The undersigned certifies that _____
(Name of Bidding Entity)

is a SOLE PROPIETORSHIP (Cross Out Inapplicable Form of Entity)
 PARTNERSHIP

Signed

Address

Phone No.

Attested To:

(Affix Corporate Seal)

Rider G

Prequalification Affidavit

TO THE BIDDER: This AFFIDAVIT must be submitted with your bid for public work.

STATE OF _____)
: SS:
COUNTY OF _____)

TO: _____being duly sworn, according to law, _____and that the answers to the following statements are true and correct and that there has been no material adverse change in the qualification information subsequent to the latest statement submitted as required under Chapter 105, Laws of 1962 (N.J.S.A. 18A: 18A-32.)

_____is classified by the State of New Jersey under chapter 105, Laws of 1962, as amended. This classification became effective _____, 20____, and will expire _____, 20 ____.

Type of Contract/Trade Classified:

Approved Amount \$ _____

A copy of my valid and active pre-qualification/classification certificate from the Department of Treasury, Division of Building and Construction is attached.

The total amount of uncompleted work on contracts is \$ _____.

I hereby certify, under penalty as provided by law, that there is not now pending any litigation or other action that may jeopardize my rating, status or contract limits from their current levels.

SIGNATURE

Sworn to before me this _____
Day of _____, 20_____.

Notary Public of _____
My Commission expires ___/___/____.

Rider H

Plan and Equipment Questionnaire

Submitted to _____

A Corporation

By _____ A Co-partnership

An Individual

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

1. In what manner have you inspected the proposed work: Explain in detail.

2. Explain your plan or layout for performing the proposed work.

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

4. Do you intend to sublet any portions of the work? _____

If so, state amount of sub-contract, and, if know, the name and address of the sub-contractor, amount and type of his/her equipment and financial responsibility.

Rider I

SWORN CONTRACTOR CERTIFICATION REGARDING QUALIFICATIONS AND CREDENTIALS

Pursuant to N.J.S.A. 18A: 7G-37 a Prequalified contractor seeking to bid school facilities projects, and any subcontractors required to be named under P.L. 2000, c.72 (C.18A:7G-let al.) shall, as a condition of bidding, submit a sworn contractor certification regarding qualifications and credentials as follows:

1. We have a valid certificate of registration issued pursuant to “The Public Works Contractor Registration Act”, P.L. 1999, c.238 (C.34.11-56.48 et seq), a copy of which is submitted with this bid.
Yes _____ No _____

2. We have a current, valid “Certificate of Authority to perform work in New Jersey” issued by the Department of Treasury, a copy of which is submitted with this bid.
Yes _____ No _____

3. We have a current, valid contractor trade licenses required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work, a copy of which is submitted with this bid.
Yes _____ No _____

4. During the term of construction of the school facilities project, the contractor will have in place a suitable quality control and quality insurance program and an appropriate safety and health plan.
Yes _____ No _____

5. I, as a principal owner or officer of this company, and at the time of bidding this project, certify that the amount of this bid and the value of all outstanding incomplete contracts does not exceed the firm’s existing aggregate rating limit.
Yes _____ No _____

6. We have submitted a bid for the work and materials as described within the provided specifications and no substitutions are intended.
Yes _____ No _____

I certify that the foregoing statements are true and I am aware that if any such statements are willfully false, I may be subject to punishment.

Date:

(_____)
() Name of Bidder

(_____) (Corporate Name, if Bidder is Corporation)
(Corporate) Bidder's Signature
(Seal)

(_____) (Corporate Officer, if Bidder is Corporation)
()

(_____) (Title of Officer, if Bidder is a Corporation)

This Sworn Contractor Certification Regarding Qualifications and Credentials must be submitted with the bid.

Rider K

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(N.J.S.A 10.5-31 et seq)
(N.J.A.C. 17:27)**

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, or sexual orientation or sex. Except with respect to sexual orientation, 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 sexual orientation 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 state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sexual orientation 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 the 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 attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, or sexual orientation 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, or sexual orientation 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 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.**

Construction Contract:

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 1 and 2 below, 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:

1. 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. 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 2 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.

2. 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 1 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:

i. 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;

ii. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

iii. 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;

iv. 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;

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

vi. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(1) 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 as 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 these requirements, however, are limited by the provisions of 3 below.

(2) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested woman 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.

(3) If, for any reason, a 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.

vii. 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.

3. The contractor or subcontractor agrees that nothing contained in 2 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 2 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 workers 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 2 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

4. 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.

Name

Company

Signature

Date

**PROCUREMENT AND SERVICE CONTRACTS
LANGUAGE "A"
AFFIRMATIVE ACTION QUESTIONNAIRE**

This questionnaire must be completed, signed & returned with your bid.

1. Does your company have a Federal Affirmative Action Plan Approval Letter?

- Yes (If yes, submit a Photostat copy)
- No (If no, complete "A" below)

A. Does your company have a Certificate of Employee Information Report?

- Yes (If yes, submit a Photostat copy)
- No (If no, please see "B" below)

B. If you do not have either of the above-mentioned documents, an Affirmative Action Employee Information Report form (AA-302) will be returned to you for your completion.

2. Are you a minority-owned business?

- Yes
- No

In the event that you or your firm is awarded this contract, the District will send the necessary form. Purchase orders and/or contracts cannot be signed prior to submission of this form. Bidders are required to comply with the requirement of N.J.S.A 10:5-31 et seq., codified at N.J.A.C 17:27-1.1 et seq. All successful vendors must submit one of the following forms of evidence:

- 1. Letter of Federal Approval
- OR-**
- 2. Certificate of Employee Information Report

I certify that the above information is correct to the best of my knowledge.

Name: _____ Title: _____

Signature: _____ Date: _____

AN EQUAL OPPORTUNITY EMPLOYER

End of Rider K

Rider L

ASBESTOS ACKNOWLEDGEMENT FORM

To All Contractors/Workers

Pursuant to AHERA (Asbestos Hazard Emergency Response Act) Regulations, you are hereby informed that the Owner has conducted an inspection of its buildings for asbestos containing building materials. A Management Plan has been developed and approved. The plan identifies asbestos containing building materials, assesses friability (the potential to be crumbled or reduced to powder by hand pressure), and recommends action based upon the potential release of asbestos fibers.

You are hereby informed that you have the right to inspect the Management Plan prior to the commencement of your work. You are also directed to inform the Owner if you are going to be working in an area that may cause you to disturb any existing asbestos containing materials.

Your signature below acknowledges that you have been informed prior to the commencement of work, that you have been made aware of your rights under the AHERA Regulations. Each Prime Contractor shall notify his subcontractors of the above notification.

Date:

(_____) Name of Bidder
()
(_____) (Corporate Name, if Bidder is Corporation)
(Corporate Seal) Bidder's Signature
(_____) (Corporate Officer, if Bidder is Corporation)
(_____) (Title of Officer, if Bidder is a Corporation)

Rider M

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION FORM AA201 Instruction Sheet

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Office of Affirmative Action will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned or Small Business
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyman, AP=Apprentice). Include projected phase-in and completion dates.
9. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted. This report must be submitted to the NJEDA no later than three (3) days after the contractor signs the contract.

CONTRACTOR SHALL RETAIN A COPY OF SUBMITTED FINAL AA201.

FORM AA201
2/2005

NJEDA
 DIVISION OF LENDING SERVICES
 OFFICE OF AFFIRMATIVE ACTION
 Gateway One, Suite 2403
 Newark, NJ 07102
 (973) 648-4130 * (973) 648-6143 fax

OFFICIAL USE ONLY

Project No. _____
 County _____
 AAO _____

INITIAL PROJECT WORKFORCE REPORT - CONSTRUCTION

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM. PLEASE TYPE OR PRINT USING INK. **MUST BE SUBMITTED WITHIN 7 BUSINESS DAYS OF PRE-CONSTRUCTION MEETING.**

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT	
3. NAME AND ADDRESS OF PRIME CONTRACTOR				CONTRACT NUMBER	
(NAME)				DATE OF AWARD	
(STREET ADDRESS)				DOLLAR AMOUNT OF AWARD	
(CITY) (STATE) (ZIP CODE)				6. NAME AND ADDRESS OF PROJECT	
4. IS THIS COMPANY AN MBE [] WBE [] SBE []				7. PROJECT NUMBER	
				COUNTY	

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MEN		WOMEN		MEN		WOMEN			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER*										
20. OTHER*										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. _____
(Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

***PLEASE SPECIFY**

Rider N

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

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

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

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

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

OR

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

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: _____

SIGNATURE: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

Rider O

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

The contractor and the West Orange Township Board of Education, (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. §12101 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.

NAME

COMPANY

SIGNATURE

DATE

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation Number: _____ Name of Company: _____

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to bid/renew:

- is not** providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran, AND
- is not** a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Pleasantville Board of Education under penalty of perjury. 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 – ONLY COMPLETE IF ENGAGING IN INVESTMENT ACTIVITIES IN IRAN

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 box below.

Name: _____ Relationship to Bidder/Offeror _____	
Description of Activities _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror 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 State of New Jersey 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 State to notify the State 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 State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

WEST ORANGE BOARD OF EDUCATION

BID DOCUMENT CHECKLIST*

Required if Submission Requirements	Initial each
marked (X)	
X	Bid Proposal Form
X	Mandatory Affirmative Action Language
X	Americans with Disabilities Act of 1990 Language
X	Non-collusion Affidavit
X	Political Contributions Disclosure Form
X	Stockholder Disclosure Certification
X	Affirmative Action Compliance Notice
X	Proof of Business Registration
X	Iran Disclosure Statement
	Public Works Contractor Certificate
	References

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

SUMMARY OF WORK

Gregory Elementary School Roof Shingle Replacement

SUMMARY OF WORK:

Roof shingles furnish and install, water damaged roof sheathing (500 SF), and fascia repairs where needed at the Gregory Elementary School. See attached drawing marked for area designations.

Demolition Work includes:

Removal of all existing roof shingles down to roof sheathing, removal of water damaged sheathing (500 SF), removal of any damaged fascia.

PRODUCTS Basis of design

GAF Stateline

Warranty Provide a forty (40) year manufacturer's warranty on material.

Gregory Elementary School: Remove existing roof shingles and install new roof shingles and related work:

Roof Areas E1

Damaged perimeter fascia

NOTE: Contractor is responsible for all roof measurements.

TECHNICAL SPECIFICATIONS

Gregory Elementary School Roof Shingle Replacement

ASPHALT SHINGLES AND RELATED WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

Attached GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS of the CONTRACT form a part of the specifications for ASPHALT **SHINGLE REPLACEMENT AND RELATED WORK**.

1.2 SECTION INCLUDES

- A. Asphalt roofing shingles.
- B. Work includes: (but not limited to)
 - 1. Removal of all existing roofing materials.
 - 2. Install new Asphalt shingle roofing.
 - 3. Install new moisture shedding underlayment, eave, and valley and ridge protection.
 - 4. Install new metal roof flashings, gutters, downspouts, etc.
 - 5. Install new roofing cant strips and hip and ridge nailing strips.
 - 6. Furnish all new required fasteners.
- C. Moisture shedding underlayment, eave, valley and ridge protection.
- D. Metal flashing associated with shingle roofing.

1.3 RELATED SECTIONS

- A. Rough Carpentry: Framing, wood decking, and roof sheathing.
- B. Flashing and Sheet Metal: Sheet metal flashing not associated with shingle roofing; gutters and downspouts.

1.4 REFERENCES

- A. ASTM D 3018 - Standard Specification for Class An Asphalt Shingles Surfaced with Mineral Granules; 1990 (Re-approved 1994).
- B. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method); 1997.
- C. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 1993.
- D. UL 790 - Tests for Fire Resistance of Roof Covering Materials; 1995.
- E. UL 997 - Wind Resistance of Prepared Roof Covering Materials; 1995.

1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, showing compliance with requirements.
- B. Selection Samples: Two complete sets of color cards representing manufacturer's full range of available colors and patterns.
- C. Manufacturer's installation instructions, showing required preparation and installation procedures.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the roofing system products specified in this section, with minimum of 15 years experience.
- B. Installer Qualifications: Certified and trained by shingle manufacturer for steep slope installation, certified to install enhanced warranty projects.

1.7 PRE-INSTALLATION MEETING, FINAL INSPECTION

- A. Pre-installation Meeting will be required and the manufacturer's representative must be present.
- B. Final Inspection: Upon completion of project, and full payment to contractor and manufacturer for enhanced warranty, a final inspection is to be conducted by a manufacturer's roofing inspector. Enhanced warranty items are to be reviewed, as well as manufacturer's 40 point inspection checklist.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened, labeled packaging until ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, in sunlight.
- C. Store bundles on flat surface to maximum height recommended by manufacturer; store rolls on end.
- D. Store and dispose of solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 WARRANTY

- A. Provide **GAF Materials Corporation Golden Pledge 40-YEAR Limited Warranty**.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: **GAF Materials Corporation** or "approved equal".
- B. When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

2.2 MATERIALS

- A. Shingles: **40-year Golden Pledge Ltd. Warranty**, granular surfaced glass fiber mat reinforced asphalt shingles complying with ASTM D 3018 and ASTM D 3161; UL 790 Class A rated with UL 997 Wind Resistance Label.
 - 1. Style: **GAF Slateline, with Timbertex Ridge Shingle**
 - 2. Color: As selected by Architect/Owner from manufacturer's full range.
- B. Eave Protection Membrane: Self-adhesive rubberized asphalt sheet, with strippable release film.
 - 1. Total Thickness: 58 mils (1.5 mm).
 - 2. Product: **GAF Weather Watch**; bonded to skid-resistant fine granules.
- C. Roof Deck Underlayment: Water repellent breather type cellulose/glass fiber felt 30#; **GAF Shingle-Mate underlayment**.
- D. Nails: Standard round wire shingle type, Zinc coated steel, aluminum, 10-12 gauge, barbed or deformed shank, with heads 3/8" to 7/16" in diameter. Nails must be long enough to penetrate into solid wood deck at least 3/4" or just through plywood and oriented strand board decks.
- E. Plastic Cement: ASTM D 4586, Type I or II.

- F. Metal Flashing: Use one of the following:
 1. 24 ga. hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.
 2. 0.032 inch (0.8 mm) aluminum sheet, complying with ASTM B 209.
 3. Use metal flashings at:
 - a. Eave edges.
 - b. Rake edges.
 - c. Stepped flashing at chimneys, side walls, and dormers.
- G. Plumbing Vent Boots: Lead when accepted by codes, aluminum when lead is not accepted by codes.
- H. Ridge Vent: in accordance with the manufacturer's requirements.
- I. Snow Guards: provide new snow guards as per manufacturer's requirements.

PART 3 EXECUTION

3.1 EXAMINATION - REPARATION

- A. Do not begin installation until roof deck has been properly prepared and inspected and approved by the Architect.
- B. Remove all existing roofing down to the roof deck.
- C. Verify that deck is dry, sound, clean and smooth, free of depressions, waves, and projections.
- D. Repair excessively resinous areas, loose knots, holes over 1" in diameter, and cracks over 1/2" in width with sheet metal.
- E. Replace damaged sheathing with new materials.
- F. At chimney, install metal cricket on upslope side on all chimneys.

3.2 INSTALLATION OF UNDERLAYMENTS

- A. Install 30# felt underlayment using methods as detailed by the Architect and as recommended by manufacturer and local building code.
- B. Eaves:
 1. Place eave edge metal flashing tight with fascia boards; lap joints 2 inches (50 mm) and seal with plastic cement; nail at top of flange.
 2. Install eave protection membrane up the slope from eave edge a full 36 inches or to at least 24 inches (610 mm) beyond the interior "warm wall"; lap ends 6 inches (150 mm) and bond.
- C. Valleys:
 1. Install eave protection membrane at least 36 inches wide centered on valley; lap ends 6 inches (150 mm) and seal. Do not nail through flashing.
- D. Underlayment: Install one layer of roof deck underlayment over entire area not protected by eave or valley membrane; run sheets horizontally lapped so water sheds; nail in place.
 1. On roofs sloped at more than 4 in 12, lap horizontal edges at least 2 inches (50 mm) and at least 2 inches (50 mm) over eave protection membrane.
 2. Lap ends at least 4 inches (100 mm); stagger end laps of each layer at least 36 inches.
 3. Lap underlayment over valley protection at least 6 inches (150 mm).
- E. At vent pipes, install a 24 inch (610 mm) square piece of eave protection membrane lapping over roof deck underlayment; seal tightly to pipe.
- F. At vertical walls, install eave protection membrane extending at least 6 inches (150 mm) up the wall and 12 inches (305 mm) on to the roof surface lapping over roof deck underlayment.

- G. At chimneys, install eave protection membrane around entire chimney extending at least 6 inches (150 mm) up the wall and 12 inches (305 mm) on to the roof surface lapping over roof deck underlayment.
- H. At rake edges, install metal edge flashing over eave protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2 inches (50 mm) and seal with plastic cement; secure with nails.

3.3 INSTALLATION - EAVE METAL AND EAVE ICE DAM PROTECTION

- A. Place eave edge metal flashings tight with fascia boards. Weather lap joints 2 inches and seal with roof cement. Secure flange with nails spaced in accordance with manufacturers requirements.
- B. Apply **Weather Watch** glass fiber rubberized asphalt / polyethylene sheet eave protection in accordance with GAF Materials Corporation recommendations.
- C. Extend eave protection membrane minimum 2 feet up slope beyond the interior face of the exterior wall.

3.4 INSTALLATION OF RAKE METAL

- A. Place rake edge metal flashings over eave ice dam and protective underlay and tight with fascia boards. Weather lap joints 2 inches and seal with roof cement. Secure flange with nails spaced as required.

3.5 INSTALLATION OF SHINGLES

- A. Install in accordance with the details and manufacturer's instructions.
 - 1. Avoid breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).
 - 2. Handle carefully in hot weather to avoid damaging shingle edges.
 - 3. Secure with 6 nails per shingle as per manufacturer's instructions.
 - 4. Double nail at eave and rake boards.
- B. Make cap ridge using shingles required by manufacturer.
- C. Make valleys using "open valley" technique
 - 1. Snap diverging chalk lines on metal flashing, starting at 3 inches (75 mm) each side of top of valley, spreading at 1/8 inch per foot (9 mm per meter) to eave.
 - 2. Run shingles to chalk line.
 - 3. Trim last shingle in each course to match chalk line; do not trim shingles to less than 12 inches (305 mm) width.
 - 4. Apply 2 inches (50 mm) wide strip of plastic cement under ends of shingles, sealing to metal flashing.

3.6 VENTILATION

- A. Ridge Vent:
 - 1. Cut continuous vent slot through sheathing, stopping 6 inches (150 mm) from each end of ridge.
 - 2. On roofs without ridge board, make slot 2 inches (50 mm) wide, centered on ridge.
 - 3. On roofs with ridge board, make two slots 1-3/4 inches (89 mm) wide, one on each side.
 - 4. Install ridge vent material full length of ridge, including uncut areas.
 - 5. Butt ends of lengths of ridge vent material and join using plastic cement.
 - 6. Install eave vents in sufficient quantity to equal or exceed the ridge vent area, calculated as specified by manufacturer.
 - 7. Install ridge shingles over ridge vent material; use nails of specified length; do not drive nails home, leaving 3/4 inch (19 mm) slot open between ridge and roof shingles.

SECTION – 07710 ROOF EDGE FASCIA

1 PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

Attached GENERAL AND SUPPLEMENTARY GENERAL CONDITIONS of the CONTRACT form a part of the specifications for SHINGLE ROOFING REPLACEMENT AND RELATED WORK.

1.2 SUMMARY:

- A. This Section includes the following:
- B. Roof edge fascia system with galvanized steel attachment system and snap-on cover.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Provide roof edge fascia system that, when installed, remains watertight within movement limitations specified by manufacturer.
- B. Roof Edge Fascia Performance Requirements: FM 1-90 approved.

1.4 SUBMITTALS

- A. Product data for each type specified.
- B. Shop drawings showing fabrication and installation of systems, including plans, sections, details of components, anchorage details, intersections, transitions, and fittings and attachments to other units of Work.
- C. Furnish manufacturer's standard size samples of proposed systems.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed installation of systems similar in material, design, and extent to that indicated for this project and with a record of successful in-service performance.
- B. Fabrications: Provide factory fabricated corners, intersections, terminations and accessories fully covered under the manufacturer's warranty. Field fabricated corners, intersections, terminations and accessories not permitted.

1.6 COORDINATION AND SCHEDULING

- A. Coordinate delivery and installation of system to prevent damage and provide timely integration of units with roofing membranes and flashing.

PRODUCTS

2.1 MANUFACTURER

- A. New metal edge fascia is to be **Presto Tite** as manufactured by **Johns Manville**. Other acceptable manufactures are **Metal Era, M&M Metal** or approved equal.

2.2 SHEET METAL AND EXTRUDED MATERIALS

- A. Zinc-Coated Steel: ASTM A 924/A 924M lock-forming quality, hot-dip galvanized according to ASTM A 525, G 90 (ASTM A 525M, Z 275) class coating.
- B. Sheet Aluminum: ASTM B 209 (ASTM B 209M) alloy 3003, 3105, or 5005.
- C. Extruded Aluminum: 6063-T6 alloy aluminum.

2.3 FACTORY APPLIED FINISH

- A. Paint Finish: **Kynar 500** based fluoropolymer coating with limited 20 year warranty.

2.4 MISCELLANEOUS ACCESSORIES

- A. Screw Fasteners: Corrosion resistant #12 x 1-5/8 inch long, with hexagonal head and 5/8 inch bonded washer with EPDM washer seal, furnished as part of coping system for attachment to wood blocking. Provide equivalent corrosion resistant fastener of type and size required for other substrate types.
- B. Nail Fasteners: Minimum 1-1/2 inch (38mm) long hot-dipped galvanized roofing nails.

2.5 ROOF EDGE FASCIA

- A. General: Provide manufacturer's standard assemblies of sizes and types indicated, including prefabricated corners, intersection units, splicing units, sealants, fasteners, and other components as recommended by manufacturer for a complete installation. Fabricate assemblies specifically for required applications.
- B. **Roof Edge Fascia System: Johns Manville Presto Tite Fascia System** with galvanized steel attachment system and snap-on cover.
Water Dam Base: 24 gage galvanized steel, 10 feet long.
Fascia Cover: Snap-on fascia cover, 10 feet long, with matching concealed splice plate.
Fascia Metal: .050 inch thick aluminum.
 - 4. Extender: Same metal type and finish as fascia, .050 inch thickness with 1/8 inch offset pre-punched nailing edge. Continuous 24 ga. galvanized steel concealed cleat for securing bottom edge.
 - 5. Accessories: Factory fabricated inside and outside mitered corners, scupper and sump with collector box and outlet of required shape and size. Same metal type and finish as fascia cover.
 - 6. Fasteners: Nail fasteners.

EXECUTION

3.1 EXAMINATION

- A. Verify that deck, curbs, roof membrane, and other items affecting work of this Section are in place and positioned correctly.
- B. Substrate Conditions: Do not begin installation until substrates have been inspected and are determined to be in satisfactory condition, with pressure treated blocking fully anchored at proper location and elevation. All surfaces shall be smooth, dry, clean, free of splinters or sharp edges, loose or foreign materials, oil or grease. No work shall proceed when moisture is present on the roof or in the materials that require sealant or adhesives.

3.2 INSTALLATION - GENERAL

- A. Comply with manufacturer's instructions for handling and installing of systems, providing a permanent weather tight installation.
- B. Coordinate installation of roof edge fascia and coping system and associated work so that complete assemblies comply with assembly performance requirements.
- C. Position accessories and secure into place before installation of full length runs.
- D. Provide uniform profile, with face cover flat, free of distortion and locked into proper position throughout length of each installation.

3.3 SYSTEM INSTALLATION

- A. **Roof Edge Fascia System:** Install roof edge fascia system with galvanized steel attachment system and snap-on cover and accessories in strict accordance with manufacturer's written instructions.
 - 1. Butt water dam sections and fasten to wood blocking through vertical face at 8 inches on center and horizontal nailing flange at 4 inches on center.
 - 2. Flash roof edge fascia system into roof system per fascia system and roof system manufacturer requirements. Flashing shall extend up and over water dam, running down vertical face a minimum of 4 inches.
 - 3. Snap fascia cover in place over 5 inch wide splice plates, providing 1/2 inch space between sections.

3.4 PROTECTION

- A. Provide final protection and maintain conditions in a manner acceptable to Architect and manufacturer and installer that ensures that roof edge fascia are without damage or deterioration at the time of Substantial Completion.

DRAWINGS

Gregory Elementary School Roof Shingle Replacement

GREGORY ELEMENTARY SCHOOL

301 GREGORY AVENUE
WEST ORANGE, NJ

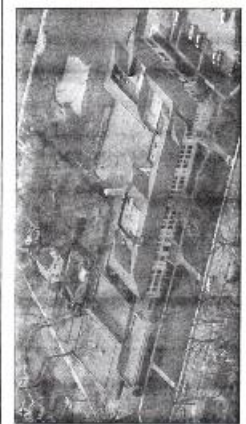


TABLE OF CONTENTS

PAGE #	DRAWING NUMBER	AREA
PAGE 1	1-TITLE PAGE	
PAGE 2	2-WALL ROOFS	38,825 sq. ft.
PAGE 3	3-SECTION 1	19,478 sq. ft.
PAGE 4	4-SECTION 2	25,349 sq. ft.

LEGEND

SYMBOL	WALL TYPE	SYMBOL	TYPE
	FLAT ROOF		CURB (H/VAC)
	PITCHED ROOF		CURB
			STAIR

The drawings and related materials herein are to be used for informational purposes only. They do not constitute a contract. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

GREGORY ELEMENTARY SCHOOL
301 GREGORY AVENUE
WEST ORANGE, NJ

SCALE: NTS
DIVISION: 204
420Y DRAWING



DRAWING #	TITLE PAGE
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DRAWN BY	JMR
REVISION #	-
REVISION #2	-
REVISION #3	-

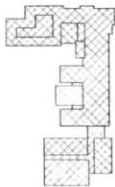
S R PRODUCTS
1332 LINDA ROAD
MILLSBORO, DE 19966
410.321.1111

GREGORY ELEMENTARY
SCHOOL
301 GREGORY AVENUE
WEST ORANGE, NJ

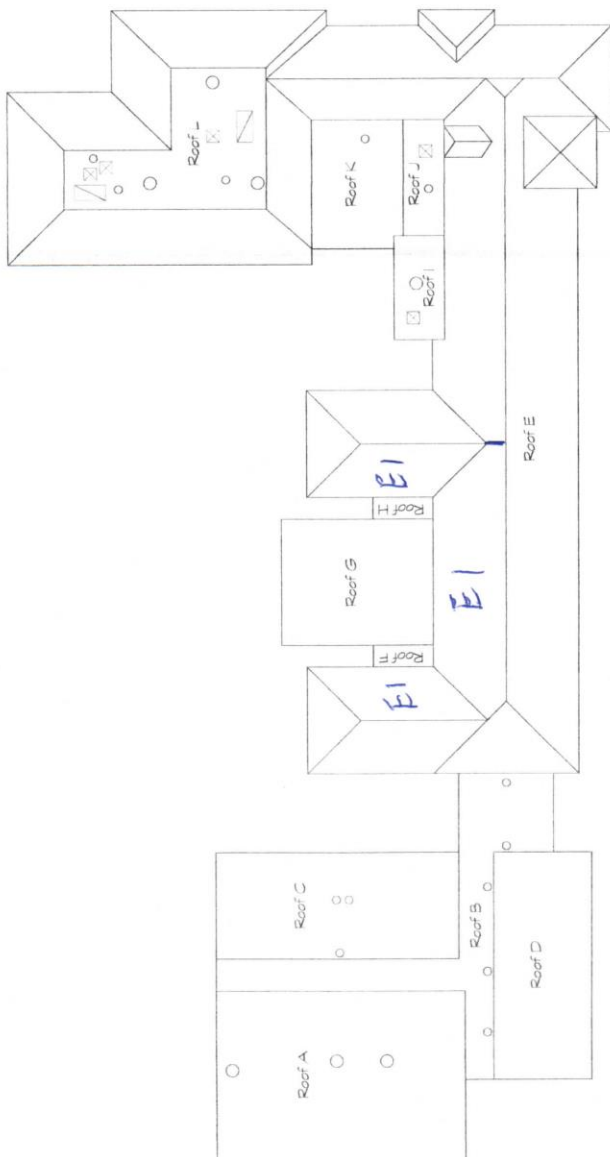
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DWG # 2 OF 4

KEY DRAWING



DRAWING #:	2-ALL ROOFS
DATE:	03-19-15
DRAWN BY:	DMR
REVISION #1:	-
REVISION #2:	-
REVISION #3:	-



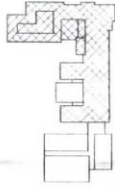
The dimensions and square footage on these drawings are calculated to be within 3-7% of the actual field dimensions. These dimensions are for estimation purposes only and should not be used for bidding purposes. Actual dimensions can only be determined by measuring the physical structure in the field using proper measuring tools.

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SCHOOL
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WEST ORANGE, NJ

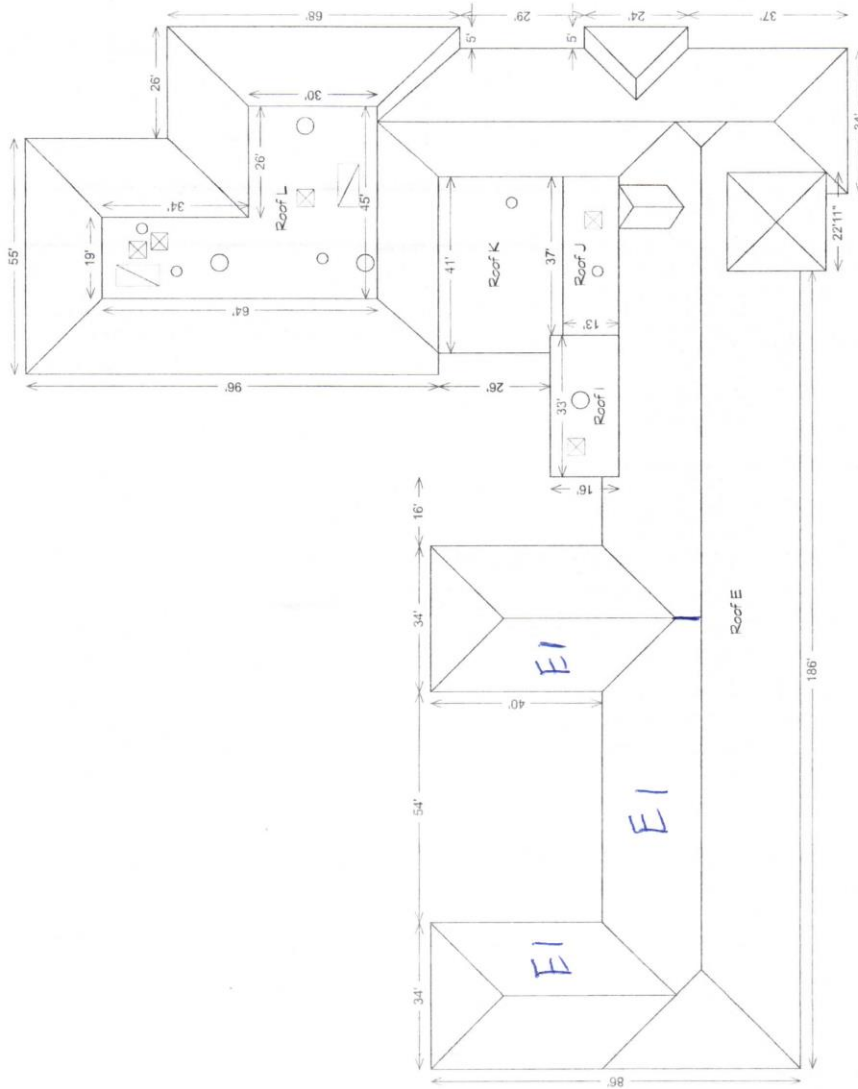
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DWG # 4 OF 4

KEY DRAWING



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REVISION #2:	-
REVISION #3:	-



The dimensions and square footage on these drawings are calculated to be within 5-7% of the actual field dimensions. These dimensions are for estimation purposes only and should not be used for bidding purposes. Actual dimensions can only be determined by measuring the physical structure in the field using proper measuring tools.



GREGORY School





Gregory School

