



Community Affairs & Resource Center (CARC)

Request for Proposal

Event	Date	Time
Mandatory Pre-bid Conference	None	N/A
Mandatory Site Visit	None	N/A
Bid Submission Due Date	11/02/2018	2:00 PM
Bid Opening Date:	11/02/2018	2:30 PM

ALL PROPOSALS MUST BE SUBMITTED NO LATER THAN THE DATE AND TIME ADVERTISED FOR THIS BID TO:

Community Affairs & Resource Center
913 Sewall Ave.,
Asbury Park, New Jersey 07712

Date: October 10, 2018

CONTENTS: This Agreement shall consist of the bid and proposal, the general conditions contained herein, drawings (if any), specific addendums (if any) and the Work Agreement and pricing. This agreement is between Community Affairs and Resource Center and the Contractor as follows:

I. A. TIME FOR PERFORMANCE

Community Affairs and Resource Center shall provide written authorization to the Contractor to commence work. The Contractor agrees to start work within 30 calendar days after receipt of such written Notice to Proceed. If the Contractor fails to commence work within 30 days of the date of the Notice to Proceed, Community Affairs and Resource Center shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

B. EXTENSIONS

Contractor agrees to complete work on or before _____ time being of the essence. If completion is delayed for reasons beyond Contractor's control, Contractor shall provide timely written notice to Community Affairs and Resource Center of the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate its claim by adequate documentation. In such cases an extension of the completion deadline may be granted if agreed by Community Affairs and Resource Center.

C. DEFAULT

In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, Community Affairs and Resource Center shall have the right to declare Contractor in default. In such event, Community Affairs and Resource Center shall be responsible for providing written notice to Contractor by registered mail of such default. If Contractor fails to remedy such default within 15 calendar days of such notice, Community Affairs and Resource Center shall have the right to select substitute Contractor.

II. CHANGE ORDERS

Community Affairs and Resource Center and the Contractor, expressly agree that no material changes or alterations in the description of work or price provided above shall be made unless in writing and mutually agreed to by both parties.

III. HOLD HARMLESS

Community Affairs and Resource Center and the Contractor shall agree to defend, indemnify and hold harmless Community Affairs and Resource Center from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's performance under this agreement to renovate five bathrooms and repaving of the parking lot at 913 Sewall Avenue Asbury Park NJ. Contractor is acting in the capacity of an independent contractor with respect to Community Affairs and Resource Center.

IV. PAYMENT

Contractor agrees to invoice Community Affairs and Resource Center upon completion of the work described in specifications. This application shall include an itemization of all monies paid by the Contractor for labor performed and materials supplied, a statement describing the work that was performed using such labor and materials and releases of any liens by sub-contractors, laborers or material suppliers.

Final payment shall not be due until the Contractor has delivered to Community Affairs and Resource Center Community Affairs and Resource Center agrees to pay Contractor the total amount due with 60 days of receiving said invoice.

Payment Schedule: 100% completion of work Total Payment: _____

V. LIEN WAIVERS

Contractor agrees to protect, defend, and indemnify Community Affairs and Resource Center from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the Contractor has delivered to Community Affairs and Resource Center complete release of all liens for work completed arising out of the Contractor's performance or a receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to Community Affairs and Resource Center indemnifying itself against any lien.

VI. WARRANTY

For good and valuable consideration, Contractor hereby agrees to provide a full one year warranty to Community Affairs and Resource Center. The warranty shall provide that improvements, hardware and fixture of whatever kind or nature installed or constructed on said property by the Contractor are of good quality and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided. Contractor and Community Affairs and Resource Center agree, however, that the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Community Affairs and Resource Center shall have given written notice to the Contractor at its principal place of business, within one year from the date of the Contractor's request for final payment, stating that all work under contract has been completed.

VII. SUB-CONTRACTORS

Contractor agrees that all the warranties contained herein shall apply to all work performed under the Contract including that performed by any sub-contractors.

VIII. INSURANCE

The Contractor shall carry or require that there be carried full and complete Workman's Compensation Insurance for all his employees and those of his sub-contractors engaged in work on the Contract premised, in

accordance with the local and state laws governing same. The amount and limits of the public liability and other insurance referred to herein, shall be subject to approval of Community Affairs and Resource Center.

The Contractor shall furnish evidence of a comprehensive public liability insurance coverage protecting Community Affairs and Resource Center for not less than _____

In the event of bodily injury, including death, and _____ in the event of property damage arising out of the work performed by the Contractor.

IX. PERMITS And CODES

Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's performance and to adhere applicable local codes and requirements whether or not covered by the specifications for the work, including any contractor registration requirements.

X. LEAD-BASED PAINT PRODUCTS

In compliance with the Housing and Urban Development regulations the use of lead-based paint products is prohibited. Any lead-based paint found to be peeling, flaking or uncovered shall be removed or appropriately protected so as to remove any hazard to occupants. Strict safety precautions are to be enforced when workers engage in lead-based paint hazard abatement.

XI. CLEANUP and DEBRIS

Contractor shall keep premises clean and orderly during the course of the work. Upon completion of work, Contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom-clean condition.

XII. UTILITIES

Community Affairs and Resource Center shall permit the Contractor to use at no cost existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work.

XIII. COOPERATION

Community Affairs and Resource Center shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture is necessary.

XIV. NON-ASSIGNMENT

Contractor shall not assign this Contract without the written consent of Community Affairs and Resource Center and that such request for assignment of said contract must be addressed to the Monmouth County Community Development Program.

XV. DAVIS BACON

The contractor further agrees to abide by the Federal Labor Standards provision as set forth in Form HUD-4010 (Please refer to Federal Labor Standards Provision (HUD-4010) included in this Bid packet.

Federal Prevailing Wage Determination (Current Davis Bacon Wage Rates can be obtained at www.dol.gov)
AGREEMENT: RFP 2017 CDBG (AP)

XVI. NON-SUSPENSION

Contractor represents that at the time of execution, hereof, Contractor is not listed on the Disbarred and Suspended Contractor’s list of the US Department of Housing and Urban Development.

XVII. NON-DISCRIMINATION

Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sexual preference or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sexual preference or natural origin. (Please refer to Initial Project Workforce Report/Instruction – Form AA201 included in this packet)

XVIII. ACKNOWLEDGEMENT

This Agreement executive in triplicate, shall be construed under the laws of the State of New Jersey and may be modified or amended only by a written instrument executed by both Community Affairs and Resource Center and the Contractor and assented by the Monmouth County Community Development Program.

That for the consideration named therein, the Contractor proposes to furnish all the material and do all the work described in and in accordance with, this Agreement.

In Witness thereof Community Affairs and Resource Center and Contractor have executed this AGREEMENT.

Beatriz Oesterheld, Executive Director – Community Affairs and Resource Center	Date

Contractor, Print name	Date