

ADVERTISEMENT FOR BIDS

Project No: P1119-00
Location: New Marina Office, Leonardo State Marina
Middletown Township, NJ – Monmouth County

**A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 10:00 AM, AUGUST 11, 2016
LOCATION: LEONARDO MARINA OFFICE TRAILER, LEONARDO STATE MARINA, 102
CONCORD AVENUE, LEONARDO (MIDDLETOWN TOWNSHIP), NJ. CONTACT PERSON:
GENE CARDONE: OFFICE (609) 633-2648 CELL (609) 306-2574. ONLY BIDS SUBMITTED BY
CONTRACTORS WHO ATTEND THIS MEETING WILL BE ACCEPTED.**

**Sealed proposals must be received and time-stamped in the Plan Room, Division of Property
Management & Construction, 33 West State Street, 9th Floor, (PO Box 034) Trenton, NJ 08625 until 2:00
p.m. on August 25, 2016 for:**

**Single Bid (lump sum all trades)
General Construction (C008) or
General Construction / Alterations & Additions (C009)
\$1,433,340.**

**In accordance with N.J.S.A. 52:32-2 this project shall be bid as a Single-Bid Lump Sum All Trades.
Bidder must be classified themselves or name their classified sub-contractor(s) for the following
trade(s):**

**Plumbing (C030)
HVACR (C032)
Electrical (C047)**

Failure to list classified sub-contractors will deem the bid non-responsive.

**A list of classified Sub-Contractors is available at the following web site:
http://www.state.nj.us/treasury/dpmc/contract_search.shtml**

Bid Documents may be examined at the above address or obtained for a document fee based on the individual trade estimate shown above, as follows: Trade Estimate up to \$100,000 – No Fee, in excess of \$100,000 - \$65.00. An additional \$25.00 fee is required for mailing of bid documents. All fees are non-refundable and must be received by the Division before documents will be released. A company check payable to the “Treasurer, State of New Jersey” is required. Contact **Cathy Douglass at (609) 777-3094** for further information. Mailing address is as follows: Regular Mail (DPMC, P.O. Box 034, Trenton, NJ 08625) or Overnight Mail (DPMC, 33 West State St, 9th Floor, Trenton, NJ 08608).

Pursuant to N.J.A.C. 17:14-1.1 et. seq., this project has been designated as a **Small Business Set-Aside Opportunity**.

Note: This contract includes a goal of awarding 25 percent of the total contract value to either a prime or subcontract level. The Low Bidder must produce copies of approval notice from the Division of Revenue and Enterprise Services designating the prime or subcontracting firm as a Small Business Enterprise prior to the award of contract.

All questions concerning the Small Business Set-Aside Program should be addressed to:

Division of Revenue and Enterprise Services
Small Business Enterprise
Department of the Treasury
33 West State St., 5th Floor
P.O. Box 026
Trenton, NJ 08625-0026
Phone: 609-292-2146
www.state.nj.us/njbusiness/contracting

Bidders must be classified by the Division under N.J.S.A. 52:35 and must submit bid security as provided in Instructions to Bidders and General Conditions, Revised December 2015. No bidder may withdraw his bid for 60 calendar days after the opening. The State may reject any and all bids.

Bidders are required to comply with the requirements of P.L. 1975, c. 127, N.J. Law Against Discrimination.

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, the winning bidder's proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder's assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

RICHARD M. FERRARA, ASSISTANT DEPUTY DIRECTOR
CONTRACTS & PROCUREMENT
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
P. O. BOX 034
TRENTON, NJ 08625-0034

MANDATORY PRE-BID CONFERENCE

PROJECT #	P1119-00
LOCATION	Leonardo State Marina 102 Concord Avenue Leonardo, NJ 07737
DATE	11 Aug 2016
TIME	10:00 AM
CONTACT PERSON	Gene Cardone
PHONE #	Office #: 609.633.2648 Cell #: 609.306.2574
MEETING LOCATION	Leonardo Marina Office Trailer 102 Concord Avenue Leonardo, NJ 07737

MUST ATTEND TO HAVE VALID BID

NOTE:

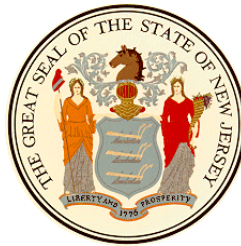
It is each bidder's responsibility to determine the way to the location of the announced Pre-Bid meeting and to assure their timely arrival at the Conference. A maximum fifteen-minute grace period may be granted by the DPMC Project Manager, at his/her discretion, in case of extenuating circumstances determined prior to the scheduled start time. Bidders will be required to sign in at the beginning of the Conference. After the meeting has officially started, no other bidders will be permitted to sign-in. Failure to sign pre-bid sign in sheet will prohibit contractors bid from being accepted. Each bidder acknowledges and agrees they shall be responsible for all information discussed in pre-bid meeting.

SPECIFICATION

**NEW MARINA OFFICE
LEONARDO STATE MARINA
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY
PROJECT NO. P1119-00**

**STATE OF NEW JERSEY
Honorable Chris Christie, Governor**

Honorable Kim Guadagno, Lieutenant Governor



**DEPARTMENT OF THE TREASURY
Ford M. Scudder, Acting State Treasurer**

**DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
Steven Sutkin, Director**

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bob Martin Fox, Commissioner**

**RONALD A. SEBRING ASSOCIATES, LLC,
ARCHITECTURE-PLANNING-DESIGN
405 RICHMOND AVENUE, POINT PLEASANT BEACH, NJ 08742 (732) 701-9444 FAX 701-9919
E-MAIL: architects@rasallc.com**

**EASTERN CONSULTANTS,
MECHANICAL & ELECTRICAL ENGINEERING
2211 LEHIGH STREET, P.O. BOX 4539, EASTON, PA 18043-4539 (610) 258-6425 FAX 258-6466**

**RONALD A. SEBRING, R.A., NCARB
NEW JERSEY REGISTERED ARCHITECT C-6933**

Final Design II Submission: March 28, 2016
Final Design III Submission: June 1, 2016
Final Design IV Submission: June 17, 2016
Bid: July 15, 2016

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
PO BOX 034, TRENTON, NJ 08625-0034

PROJECT #: P1119-00
New Marina Office
Leonardo State Marina
Middletown Twp., Monmouth Count

A/E: Ronald A. Sebring Associates LLC

DATE: 07/12/2016

BULLETIN "A" - SBE

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefore.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

1. SMALL BUSINESS ENTERPRISE GOALS

The Prime Contractor shall take all necessary and reasonable steps to ensure that Small Business Enterprises (SBE's), as defined in N.J.A.C. 17:14-1.2 have the maximum opportunity to compete for and perform contracts.

A. GOALS FOR THIS CONTRACT

1. Except as provided in this Bulletin, this contract includes a goal of awarding twenty-five (25) percent of the total contract value to either Prime or Subcontractors that qualify as small businesses as defined in N.J.A.C. 17:14-2.1 and small businesses with revenues that do not exceed the annual revenue standards established by the Federal standard at 13 C.F.R. 121.201.
2. Aspirations shall be made to allocate a portion of the twenty-five (25) percent value in accordance with the following ethnic goals: African American 6.3% and Asian American 4.34%.
3. Only SBE's properly certified by the date of bid with the Division of Revenue and Enterprise Services will be considered in determining whether the Contractor has met the Contract goals.
4. A database of certified SBE firms is available for review from the Division of Revenue and Enterprise Services (Telephone: 609-292-2146. Website: www.state.nj.us/njbusiness/contracting). This database is to be used as a source of information only, and does not relieve the Prime Contractor of the responsibility of seeking out other SBE's.

B. SUBMISSION OF CONTRACTOR'S SBE PLAN

The Prime Contractor who is named the apparent successful bidder shall submit to the Division of Property Management and Construction (DPMC) for approval, no later than ten (10) State business days after notification from the DPMC, the following:

1. SBE Form A, Schedule of SBE Participation - The Prime Contractor shall list all SBE's that will participate in the contract including type of work, actual dollar amount, percent of total contract to be performed, and ethnicity.
2. SBE Form B, Affidavit of SBE Status - A statement under oath by the SBE that the firm is properly certified as an SBE.
3. Request for Exemption - In the event the Prime Contractor is unable to meet the specified goals, Prime Contractor must submit a written request for an exemption from the goals as defined herein.
4. The name of the Prime Contractor's SBE liaison officer who shall be the person within the Prime Contractor's organization primarily responsible for implementing the Prime Contractor's SBE program.
5. DPMC in its sole discretion may request additional information from the Prime Contractor prior to award of the contract in order to evaluate the Prime Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by DPMC.

C. GOOD FAITH EFFORTS OF BIDDERS, REQUIREMENTS

The Prime Contractor that fails to meet the goals for small business shall document the reasonable outreach efforts it has made to meet the goals. In accordance with N.J.A.C. 17:14-4.3:

(a), the following actions shall be taken by a bidder in establishing a good faith effort to solicit and award subcontracts to eligible small businesses:

1. The bidder shall attempt to locate qualified potential small business subcontractors;
2. The bidder shall request a listing of small businesses from the Division if none are known to the bidder;
3. The bidder shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. The bidder shall attempt to contact all potential subcontractors on the same day and use similar methods to contact them;
5. The bidder shall provide all potential subcontractors with detailed information regarding the specifications; and
6. The bidder shall attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

(b) Bidders shall maintain adequate records to document their efforts.

D. RESPONSIBILITY AFTER CONTRACT AWARD

1. The Prime Contractor shall advise DPMC of any change regarding the work to be performed by an SBE whose name was submitted on the SBE Form A for the purpose of meeting the Contract goals.
2. If an SBE that was to be used by the Prime Contractor to meet one of the goals does not perform the work, the Prime Contractor shall attempt to replace the SBE with a similarly situated SBE. If the Prime Contractor fails to replace the SBE with a similarly situated SBE, it shall document to DPMC the reasons for such failure and DPMC may review the Prime Contractor's subcontracting practices to determine if it is engaging in unlawful discrimination.

E. DOCUMENTATION

1. DPMC may, at any time, require such information as it deems necessary to ascertain the compliance of any Prime Contractor with the terms of these provisions.
2. The Prime Contractor shall keep such records as are necessary to determine compliance with its SBE obligations. The records kept by the Contractor must contain information that demonstrates:
 - a) The names of the SBE's contacted for work on the Contract;
 - b) The type of work to be done or services to be performed by all SBE contractors on the Contract;
 - c) The actual dollar amount of work awarded to SBE's;
 - d) The progress and efforts being made in seeking out and utilizing SBE's. This would include solicitations, quotes, and bids regarding work items, supplies, and leases.
 - e) Documentation of all correspondence, contacts, and telephone calls, used to obtain the services of SBE's on the Contract.
3. As required by DPMC the Prime Contractor shall submit reports pertaining to contracts and business transactions with SBE's.
4. All such records shall be maintained for a period of three years following final payment and shall be available for inspection by the DPMC.

F. SANCTIONS

Failure of the Prime Contractor to carry out the requirements set forth in this attachment shall constitute a breach of contract for which DPMC may terminate the contract or pursue such other remedy as DPMC deems appropriate. The Prime Contractor shall physically include the provisions set forth in this attachment in all contracts.

END OF BULLETIN "A"

SBE FORM A - SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

PROJECT #: _____

BID AMOUNT: _____

DATE: _____

NAME OF SMALL BUSINESS ENTERPRISE	ADDRESS/ PHONE #	TYPE OF WORK AND CONTRACT ITEMS OR PARTS THEREOF TO BE PERFORMED	ACTUAL DOLLAR AMOUNT OF SBE CONTRACT WORK	PERCENT OF TOTAL BID AMOUNT	ETHNICITY

_____ SBE LIAISON OFFICER _____
 BIDDER (Print Name)

TELEPHONE NUMBER

Attach copies of (SBE) Certification from Division of Revenue and Enterprise Services

FORM B - CERTIFICATION OF SBE STATUS

PROJECT #: _____

I, _____ OF THE CITY OF

AND THE STATE OF _____, CERTIFY THAT:

I AM _____ OF THE FIRM OF _____, HAVING AN ADDRESS OF _____, WHICH FIRM IS CERTIFIED AS A SBE BY THE NEW JERSEY COMMERCE AND ECONOMIC GROWTH COMMISSION.

I FURTHER WARRANT THAT I AM AUTHORIZED BY THE SAID FIRM TO MAKE THIS CERTIFICATION AND WILL PROVIDE INFORMATION REQUESTED BY THE DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION TO DOCUMENT THE FACT THAT THE SAID FIRM IS AN SBE.

(SIGNATURE)

STATE OF NEW JERSEY DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
PO BOX 034, TRENTON, NJ 08625-0034

PROJECT#: P1119-00
New Marina Office
Leonardo State Marina
Middletown Twp., Monmouth County

A/E: Ronald A. Sebring Associates LLC

DATE: 12 July 2016

BULLETIN B

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefor. This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

A) NOTICE OF POST-BID MEETING:

- a. After the bids are received and opened, the Apparent Low Bidder is required to attend a Post- Bid meeting at the State's offices at the date, time and location listed herein.
- b. The Apparent Low Bidder must bring the following to the Post-Bid meeting concerning the work they are performing by their own forces:
 - i. The itemized estimate used in preparation of the bid submission;
 - ii. The estimator, or other authorized person who can discuss the itemized estimate;
 - iii. An employee of the company who is authorized to sign the Post-Bid Review meeting minutes.
- c. Each of the Apparent Low Bidder's "Named Sub-Contractors" must attend the meeting and bring the following concerning the work they are performing by their forces:
 - i. The itemized estimate used in preparation of the bid submission;
 - ii. The estimator, or other authorized person who can discuss the itemized estimate;
- d. A Post-Bid meeting will be held:

DATE: 30 August 2016

TIME: 10:00 AM

LOCATION: 275 Freehold – Englishtown Road

Englishtown, NJ 07726-8813

GPS Coordinates: 40.275428,-74.319974

B) AMENDMENTS TO THE GENERAL CONDITIONS OF THE CONTRACT

Amend the General Conditions of the Contract as follows:

ARTICLE 4 – THE CONTRACTOR

4.18 PROJECT SIGN

Delete 4.18 in its entirety

Add the following paragraphs and sub-paragraphs:

4.18.1 SIGNS AT THE PROJECT SITE

4.18.1.1 Contractor is not required to provide a project sign.

4.18.1.2 Signs provided by others will not be permitted at the site.

4.20 DPMC FIELD OFFICE

Delete 4.20 in its entirety:

Delete 4.20.2 in its entirety:

Add the following sub-paragraph:

4.20.3 *A separate on-site field office for the use of DPMC personnel is not required for this project.*

4.20.4 *If required, a separate on-site field office for the use by the Contractor is specified elsewhere in the construction documents.*

4.21 PHOTOGRAPHS

Delete 4.2 I.I in its entirety:

Delete 4.21.2 in its entirety:

Add the following sub-paragraph:

4.21.3 *Project Photographs are not required for this project.*

ARTICLE 6 - CONSTRUCTION PROGRESS SCHEDULE

Revise Article 6 as follows:

6.1 GENERAL

Delete 6.1 in its entirety

Add the following sub-paragraph:

The Contractor shall be required to provide Graphic Format progress schedules, as defined in section 6.4 below.

6.2 CONSTRUCTION PROGRESS SCHEDULE (CRITICAL PATH METHOD - CPM CONSULTANT RETAINED BY THE STATE).

Delete 6.2 in its entirety:

6.3 CONSTRUCTION PROGRESS SCHEDULING PROVIDED BY THE CONTRACTOR.

Delete 6.3 in its entirety:

Replace with the following:

6.4 CONSTRUCTION PROGRESS SCHEDULING: GRAPHIC FORMAT PROGRESS SCHEDULES

6.4.1 *Schedule Format: The contractor shall be responsible for preparing, updating and distributing a Gantt chart depicting the Graphic Format progress schedule ["Schedule"] for the project work in accordance with this Sub- paragraph.*

6.4.1.1 *Each submission of the Schedule must be furnished in an electronic format that can be used with Microsoft Project for use by the project team.*

6.4.1.2 *The Contractor may be required to also submit the Schedule in a format that can be used with Adobe software for the project record.*

6.4.1.3 *The Contractor may also be requested to submit paper copies of the Schedule, when warranted.*

6.4.2 *Requirements for what is included in the Schedule: The Schedule shall fully describe the project work in sufficient detail to satisfy the architect/ engineer and the Director.*

6.4.2.1 *The Schedule must be accurate in its depiction of all project activities.*

6.4.2.2 *The Schedule shall, at a minimum, indicate in suitable detail, all significant features of the work or work activities to be performed, including the placing of orders and anticipated delivery dates for critical items, submissions and approvals of shop drawings, all change order work, all necessary inspections, the beginning and time duration for all tasks, predecessors and successors for each task, contract milestones, significant Agency or State milestones, when applicable, the NTP, and the dates of substantial and final completion of the work.*

6.4.2.3 *The Schedule must show the project's critical path.*

6.4.2.4 *The contractor may be required to add other information to the Schedule including, but not limited to, costs and resources.*

6.4.2.5 *The Schedule must show the durations in calendar day and acknowledge weekends and State holidays as non-working days, unless otherwise required by the contract.*

6.4.2.6 *The Schedule must show the date of Substantial Completion occurring on or before the contract duration end date unless otherwise approved by the architect / engineer and the Director.*

6.4.3 *The Schedule as the project record: The contractor agrees that the Schedule shall constitute the official historical record of project's progress.*

- 6.4.4 *Approved Schedule: All references herein to the Schedule shall mean a Schedule that is approved by the architect/engineer and the Director.*
- 6.4.4.1 *The architect/engineer or Director can request the addition of information to the schedule when it is, in their opinion, necessary to better describe the contractor's work effort prior to granting their approval.*
- 6.4.5 *Complying with the Schedule: The contractor shall furnish sufficient labor, materials and equipment to ensure the prosecution of the work in accordance with the Schedule.*
- 6.4.6 *Recovery Schedule: The contractor is required to provide a recovery schedule if the completion time for any task deemed necessary for Substantial Completion is not scheduled to be complete prior to the contract duration allotted in the contract.*
- 6.4.6.1 *To create the recovery schedule the contractor shall, among other things, revise the sequence of tasks and /or the time for performance of tasks through concurrent operations, additional manpower or, when allowable, overtime or additional shifts etc. until it is assured that Substantial Completion will occur on or before the contract completion date.*
- 6.4.6.2 *The State will not allow any additional charges for work performed or made necessary in order for the contractor to comply with the dates shown in the recovery schedule i.e. no additional charges will be allowed the contractor for overtime, additional manpower, equipment, additional shifts, etc., except as provided for elsewhere in the contract.*
- 6.4.6.3 *The contractor is required to perform in accordance with the tasks and durations as shown in the recovery schedule including meeting the dates shown for Substantial and Final Completion.*
- 6.4.6.4 *The recovery schedule must comply with all requirements of this section and all references to and requirements for the Schedule shall also apply to the recovery schedule.*
- 6.4.7 *Submission and review requirements for the project schedule:*
- 6.4.7.1 *The contractor must submit and obtain approval of the initial schedule within 30 days after the Notice to Proceed, but in no case later than the first application for payment.*
- 6.4.7.2 *Subsequently the contractor must update and submit the project schedule immediately upon the occurrence of a change in an activity or event that may, in the architect's/engineers/s opinion, significantly change the current approved schedule, but at a minimum the schedule must be updated every two weeks and submitted at the bi-weekly progress meeting.*
- 6.4.7.3 *The updated schedule must include any activities that were added for any reason including, but not limited to change order work approved to date.*
- 6.4.7.4 *The updated progress schedule shall include the progress achieved for each activity that was scheduled including the actual dates the work was started and completed.*
- 6.4.7.5 *The project schedule shall be reviewed in detail at every bi-weekly progress meeting.*
- 6.4.7.6 *The absence of bi-weekly meetings does not relieve the contractor of his obligation to provide a schedule every two weeks.*
- 6.4.7.7 *The architect/engineer or Director reserves the right to cancel or reschedule the bi- weekly meeting or otherwise take preemptive action if the contractor does not have an approved progress schedule ready for submission as described herein.*

6.4.8 *Schedules and payments or extensions of time:*

6.4.8.1 *The contractor will make no claim for, and have no right to, additional payment or extension of time for completion of the work in accordance with the schedule, or any other concession because of any misinterpretation or misunderstanding on the contractor's part of the project schedule, or because of any failure on the contractor's part to become fully acquainted with all conditions relating to the project schedule and the manner in which it will be used on the project, or because of any other contractor's failure to properly participate in the development of a schedule or to perform the contract in accordance with the schedule.*

6.4.8.2 *A copy of the current, updated and approved schedule is a required attachment to each application for payment.*

6.4.8.3 *Failure to include a copy of the current, updated and approved schedule with the payment request shall be cause for rejection of the progress payment request.*

6.4.9 *Two week look ahead/look behind work plan: In addition to the project schedule requirements, the contractor is required to submit a two week look ahead/look behind work plan at every bi-weekly project meeting.*

6.4.9.1 *The work plan shall focus on the activities that have been completed in the last two weeks and those planned for the next two weeks.*

6.4.9.2 *The work plan shall be in greater depth than the overall project schedule.*

6.4.9.3 *The work plan shall identify the contractor's activities that impact the operations and occupants of the State building or facility of the subject project.*

6.4.9.4 *The work plan shall be a subset of the current schedule and all activities shall coordinate between them.*

6.4.9.5 *The absence of a bi-weekly meeting shall not relieve the contractor of his responsibility to provide this work plan.*

6.4.9.6 *This work plan is in addition to and not in lieu of the schedule requirements described in Sub-paragraph 6.4 et al.*

C) REVISIONS TO THE SPECIFICATIONS;

1. All Technical Sections that reference manufacturers and products are hereby revised to include "Or Approved Equal." Technical Sections of the Specifications have not been reissued as part of this Bulletin B.
2. "Approved Equal" requests must be presented in writing during the Question and Answer period of the Bid Phase, after which they will not be considered. A response will be provided by the Consultant via Bulletin.
3. All technical sections in the project specifications and plans that reference testing shall be supplied and paid for by the prime contractor. The testing company shall be DPMC prequalified.
4. Delete the following:
 - a. Spec Section 07 92 00, 1.4, B.
 - b. Spec Section 09 68 13, 1.4, A.1.
 - c. Spec Section 22 13 16, 1.8, B.
 - d. Spec Section 23 07 13, 1.7.
 - e. Spec Section 23 31 13, 1.10, B.
 - f. Spec Section 23 33 30, 1.3, C.

5. Spec Section 05 12 00, 2.1, E. 1. Add the following:
e. Or approved equal.

Spec Section 07 29 00, 2.2, A. Add the following:
Or approved equal.

- D). In accordance with N.J.S.A. 45:16A-1, *et seq.*, the State Heating, Ventilating, Air Conditioning and Refrigeration Contracting License Law (HVACR Law), and the regulations enacted to implement the HVACR Law, N.J.A.C. 13:32A-1, *et seq.* (HVACR Regulations), all mechanical contractors will be required to obtain the new HVACR license in order to continue to perform such work in New Jersey. Consistent with enactment of the HVACR Law and HVACR Regulations, contractors currently classified by DPMC must apply for and obtain the new HVACR license in order to bid on and perform State work either as a prime contractor or subcontractor.

Under N.J.A.C. 13:32A-6 of the HVACR Regulations, certain persons who have been engaged in the practice of “installing, servicing, maintaining, planning the installation, laying out the installation, and supervising the installation and/or servicing of HVACR systems” for at least two years prior to the date of application may apply for and obtain an HVACR license without satisfying the educational and examination requirements for licensure.

For purposes of DPMC’s bidding opportunities, at the time of Notice of Intent to Award, a prime contractor or subcontractor in any trade for which an HVACR license is required must produce proof that it holds a valid license. In the case of a prime contractor or subcontractor entitled to licensure without satisfaction of the educational and examination requirements of the HVACR Regulations, it shall be sufficient for such contractor or subcontractor to produce proof of application for the license with a copy of the canceled check representing payment of the application fee. Should such prime contractor or subcontractor fail to produce the required licensure documentation at the time of Notice of Intent to Award, the bidder in question shall be deemed not responsible and its bid shall be rejected.

For additional information regarding application for and issuance of the HVACR license, interested parties should contact the State Board of Examiners of Heating, Ventilating, Air Conditioning and Refrigeration Contractors at (973) 504-6250.

END OF BULLETIN B

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
OFFICE OF DESIGN & CONSTRUCTION
PO BOX 034, TRENTON, NJ 08625-0034

PROJECT # P1119-00
NEW MARINA OFFICE
LEONARDO STATE MARINA
MIDDLETOWN TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY

A/E: Ronald A. Sebring Associates, LLC

DATE: 18 August 2016

BULLETIN "C"

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefore.

This Bulletin is issued for the purpose of amending certain requirements of the original Contract Documents, as noted hereinafter, and is hereby made part of and incorporated in full force as part of the Contract Documents. Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

CLARIFICATIONS

1. Post Bid review meeting has been reschedule for Wednesday 31 August 2016 at 10:00AM. Meeting will be held at DEP's office in Freehold. Review Bulletin B for directions and requirements.
2. Contractor shall supply electrical generator, potable water, and temporary toilets as required.
3. Contractor shall be responsible for all required NJUCC permits for an office trailer if required for use by the Contractor.

REVISION TO PLANS

1. Reinforcing for the Lower Level concrete slab shall be two layers (one top and one bottom) of 6x6 – W2.9 x W2.9 WWR (WWF) in the slab throughout. The concrete apron slab shall be changed to 6" thickness and shall receive the same reinforcement as the Lower Level slab.

REVISIONS TO SPECIFICATIONS

Delete Specification Section 01 32 16, paragraph 1.2, subparagraph A. See Bulletin "B" for scheduling requirements.

QUESTIONS & ANSWERS

Woodward Construction Company

1. *The 180 day completion is extremely tight, especially with a good portion being done in winter. Can project length be extended?*

Answer: The construction period shall be 180 calendar days.

2. *Since the 180 days starts at the notice to proceed, will the building permits be ready at the time of the NTP?*
Answer: DCA plan reviews are approved for permit. Construction permits will be issued after Contractor information is provided and signed by the Contractor on the technical sections.
3. *Will a temporary construction fence be required for the project?*
Answer: Construction fencing is not required. Refer to the State of NJ General Conditions for additional requirements.
4. *What dust control measures will be required for project?*
Answer: Refer to Soil Erosion Plans and Specifications.
5. *Will there be any seeding or landscaping required for project?*
Answer: Refer to Soil Erosion Plans and Specifications.
6. *Wall section D/A-6 indicates #3 ties being used as horizontal reinforcing, but specifications call for Durowall with specified rod thickness of .1875". Which is correct? Note, typically #3 bars can only be used if Ivany block is used, otherwise there would not be a bond.*
Answer: The #3 ties are not horizontal reinforcing for the wall. The #3 ties are for the masonry pier/pilaster. The wall horizontal reinforcement is the specified Dur-o-Wal. Typically what contractors do for the masonry pilasters is knock out a portion of the web of the CMU block to get the ties installed, rather than using Ivany Block.
7. *The specification calls for FRP round, tapered column covers. The plan shows square column covers and says they are PVC, per A-5 section. Which is correct?*
Answer: Square columns as detailed on the drawings.
8. *Specification 11 46 00 indicates that refrigerator and microwave are to be included, but plans A-2 and A-8 refer to them both as "NIC". Which is correct?*
Answer: Refrigerator and microwave is not in contract.
9. *For HVAC controls, is Distech on unitary controllers acceptable or must they be Honeywell.*
Answer: Other than the name there was no additional information provided about the proposed Distech equipment to evaluate. It appears that Distech is a Canadian company. The State requires all products on the project to be manufactured in the United States. The Honeywell, and alternate control manufacturers listed, are as specified and can be used on this project.
10. *Specification 033000-02 calls for WWF in size as indicated on drawings, but no WWF is indicated on drawings. Which is correct?*
Answer: Reinforcing for the Lower Level concrete slab shall be two layers (one top and one bottom) of 6x6 – W2.9 x W2.9 WWR (WWF) in the slab throughout. The concrete apron slab shall be changed to 6" thickness and shall receive the same reinforcement as the Lower Level slab.
11. *Plan calls for 6 mil visqueen, spec calls for 8 mil. Which is correct?*
Answer: Polyethylene vapor barrier shall be not less than 8 mils thick and shall be as specified in Specification Section 03 30 00: paragraph 2.4,H.

END OF BULLETIN "C"

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APPENDIX A

REPORT OF SUBSURFACE EXPLORATION AND
FOUNDATION EVALUATION, JULY 7 2015 – MASER CONSULTING, P.A.

TECHNICAL SPECIFICATIONS AND DRAWINGS FOR THIS PROJECT ARE
NOT REPRINTED HERE DUE TO SIZE

BID PROPOSAL FORM

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O BOX 034
TRENTON NEW JERSEY 08625-0034

The bid proposal is to be returned in the pre-addressed envelope and will be accepted no later than 2:00 p.m.,
25 August 2016 after which time the bid proposals will be publicly opened and read.

FIRM NAME:
(Please Type or Print)
(Business Street Address ONLY – No P
O Box)

PROJECT NO P1119-00
PROJECT: New Marina Office
LOCATION: Leonardo State Marina
COUNTY: Monmouth

The undersigned Single Prime Contractor proposes to be responsible for all work shown in the contract plans and specifications.

Single Bid \$ _____
lump sum all trades (Numerical Figures Only)

In accordance with N.J.S.A. 52:35-1 et seq., the Contractor will be classified with the Division of Property Management and Construction (DPMC) in one of the following trades: C008 – General Construction; C009 – General Construction / Alterations & Additions;

The proposal is based upon the bid documents listed below.

1. Instructions to Bidders and General Conditions Revised December 2015
2. Specifications dated: 15 July 2016
3. Drawing(s)#: See Cover Sheet Dated: 15 July 2016

This project will be fully completed and ready for occupancy within 180 calendar days.

Liquidated damages will be assessed at 1/20 of one percent (.05%) of the value of this contract (minimum of \$250.00).

The above price is good through sixty (60) days after the bid opening date.

Submit only one bid proposal and bid bond form.

A bid bond in the amount of fifty percent (50%) of the TOTAL bid, including alternates if applicable, must accompany this proposal form.

The Contractor must include prices for the base bid and all alternates and unit prices when requested, otherwise the bid may be considered non-responsive.

Having examined the bid documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, the Contractor hereby proposes to furnish all labor, materials and supplies, and to construct the project as submitted, within the time set forth therein, and at the price stated. This price is to cover all expenses incurred in performing the work required, of which this proposal is a part.

The Contractor acknowledges and affirms that it has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor, P O Box 389, Trenton, New Jersey, 08625 (609) 292-2259.

The Contractor acknowledges receipt of the following Bulletins:

BULLETIN NUMBER

DATE OF BULLETIN

A

12 July 2016

B

12 July 2016

The names and addresses of each Subcontractor included in this Single Bid proposal are listed below and are classified with DPMC in accordance with N.J.S.A. 52:35-1 et seq. at the time of the bid due date. If the Single Prime contractor intends to perform the work described under any of the listed trades sections of this bid proposal form, that Single Prime Contractor must be classified in that trade and listed in the appropriate Subcontractor section of this bid proposal. The Contractor acknowledges the failure to list classified Subcontractors as part of Single Bid proposals shall constitute a non-waivable material deviation resulting in a rejection of the bid.

PLUMBING (C030)

NAME: _____

ADDRESS: _____

HEATING, VENTILATION, AIR CONDITIONING & REFRIGERATION (C032)

NAME: _____

ADDRESS: _____

ELECTRICAL (C047)

NAME: _____

ADDRESS: _____

EXECUTION OF CONTRACT

Upon receipt of written notice of the acceptance of this bid, the Contractor shall execute the formal contract within 10 calendar days and deliver a Performance and Payment Bond as well as other information as required in the bid solicitation.

COMMENCEMENT OF WORK

Contractor acknowledges that the work is to commence upon receipt of the Notice to Proceed with the exception of permit activities.

BID SECURITY

Bid Bond is fifty percent (50%) of the TOTAL bid, including alternates if applicable, and is to become the property of the State in the event the contract and bond are not executed within the time set forth as liquidated damages for the delay and additional expense incurred by the Owner.

CERTIFICATION

I certify that the below named firm is classified by the Division of Property Management and Construction in the approved amount of \$ _____ for (trade) _____ until _____ (expiration date).

I further certify that this firm's bid for this project does not cause the firm to exceed its aggregate rating limit, including consideration of uncompleted construction work (please refer to N.J.A.C. 17:19-2.13, which describes how certain major trade subcontract work is discounted 85% for purposes of calculating whether a contractor is within its rating).

Respectfully submitted,

(Seal-if Bid proposal is by a corporation)

By: _____
(Name of Firm)

(Signature)

(Title)

(Business Street Address ONLY – No P O Box)

(City State County Zip)

Phone No. _____

Fax No. _____

Federal Identification No. _____

Any change in ownership information since filing your Request for Classification (Form DPMC 27)

Yes

No

If yes, attach explanation.

**STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION**

NON-COLLUSION AFFIDAVIT

PROJECT: New Marina Office
Leonardo State Marina
Middletown Township, Monmouth County

Bid Due Date 25 August 2016 02:00 PM

STATE OF NEW JERSEY |
| SS.
COUNTY OF |

I, _____ of the City of _____

in the County of _____ and the State of _____

of full age, being duly sworn according to law on my oath depose and say that:

I am _____

of the firm of _____

the Contractor making the Bid Proposal for the above named project, and that I execute the said Bid Proposal with full authority so to do; that said Contractor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Bid Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

SIGNATURE OF PRINCIPAL

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

Notary Public

My Commission expires _____, _____.

Public Law 2005, Chapter 92

Formerly: Executive Order 129

In accordance with Public Law 2005, Chapter 92 (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)) all bidders submitting a proposal shall be required to submit a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the State of New Jersey, Department of Treasury, Division of Property Management and Construction (DPMC), in accordance with the requirements of Public Law 2005, Chapter 92, (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)).

The following is a list of every location where services will be performed by the bidder and all subcontractors.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
--------------------------------	--------------------------------	---

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced Project Number will be immediately reported by the Bidder to the Contract Compliance Unit in the DPMC, Department of Treasury, State of New Jersey, PO Box 034, Trenton, NJ 08625.

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director, Division of Property Management and Construction, that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause under its contract with DPMC.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce DPMC to accept a bid proposal, with knowledge that the State of New Jersey and DPMC are relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

**STATE OF NEW JERSEY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

BIDDER _____

*Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification may render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of 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 party.*

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box(es) below.

Name _____ Relationship to Bidder/Offeror _____
Description of Activities _____
Duration of Engagement _____ Anticipated Cessation Date _____
Bidder/Offeror Contract Name _____ Contact Phone Number _____

List Additional Activities on Separate Sheet

P.L. 2012 c. 25

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: _____

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 2015

by and between _____ The State of New Jersey, _____ herein called "owner," acting herein through its
(Corporate Name of Owner)

Division of Property Management and Construction, Deputy Director, and
(Title of Authorized Official)

@

(a corporation)

of @, City of @, County of @, and State of New Jersey hereinafter called "Contractor". (FID#)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONTRACT PROJECT NO.: @-00-CC01

LUMP SUM BID\$.00

SPECIFICATIONS: Dated @ and are included as part of this contract.

UNIT PRICES: Dated @ included as part of this contract.

BULLETINS: "@ " dated @, have been
acknowledged by the bidder included as part of this contract.

GEN.CONDITIONS: Instructions to Bidders & General Conditions revised May 2014, included as part
of this contract.

DRAWINGS: @ dated @, included as part of this contract.

POST BID REVIEW
CERTIFICATION: Dated @ and included as part of this contract.

*Refer to Page 3.

hereinafter called the project, for the sum of @ Dollars (\$@.00) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract Specifications, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplementary General Conditions and Special Conditions of the Contract Specifications, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by @, herein entitled the Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The contractor hereby agrees to commence work under this contract on (See Notice to Proceed) and to fully complete the project within @ consecutive calendar days thereafter. This is of the essence for the completion of this contract. The contractor further agrees to pay, as liquidated damages, the sum of @\$@.00, for each consecutive calendar day thereafter as hereinafter provided in Article 7.5.3 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract Specification, and to make payments on account thereof as provided in Article 10 of the General Conditions.

Only domestic materials shall be acquired or used for any public work unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, or domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

The Contractor shall conform to all provisions of "Law Against Discrimination" (P.L.1975,c.,127; N.J.S.A. 10:5-1 et seq.).

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

ATTEST:

**DIVISION OF PROPERTY MANAGEMENT
AND CONSTRUCTION**

(Witness)

By

RICHARD S. FLODMAND
DEPUTY DIRECTOR

(Title)

(Affix Corporate Seal)

@ _____
(Contractor)

(Witness)

By

PRESIDENT

(Title)

@ _____
(Address)

WARRANTY:

It is hereby certified and warranted by the undersigned contractor and by the undersigned principals or officers thereof, for said Contractor and for themselves, personally and individually, that no person has been employed to solicit or secure this Contract in violation of the provisions of Section 10, Chapter 48 of the Laws of 1954, N.J.S.A. 52:34-15, or in violation of any other laws of the State of New Jersey; and it is further warranted that all applicable laws and regulations shall be complied within the performance of this contract.

Please be advised that pursuant to N.J.S.A. 54:49-19 et seq. and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time the taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c 184 (c. 52:32-32 et. seq. to the taxpayer shall be stayed.

By signing this contract, I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the McBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

(Affix Corporate Seal)

(Witness)

By _____

PRESIDENT

(Title)

(Address)

This contract conforms to the standard form approved by the Attorney General.

**JOHN JAY HOFFMAN
ACTING ATTORNEY GENERAL
OF NEW JERSEY**

* Current Wage Rates dated _____ and are included as part of this contract.

"THE MINORITY PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS @% PER SKILLED CRAFT."

"THE FEMALE PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS 6.9% PER SKILLED CRAFT."

"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

EXHIBIT B

(Revised December 2010)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27-7.2

CONSTRUCTION CONTRACTS

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

- a. The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following; employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which he has a collective bargaining agreement 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2, provided however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, 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. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
 - (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. 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 affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly consistent with this chapter.

by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement, or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral of 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;
 - (5) If it is necessary to layoff some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) 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 in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards, in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractors shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination and maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Dept. of LWD, Construction EEO Monitoring Program upon request.

- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ minority and women advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

ANTIDISCRIMINATION PROVISIONS

Mandatory Language

N.J.S.A. 10:2-1 (2014)

The contractor agrees that:

Antidiscrimination provisions. Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies, or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L. 1985, c.490 (C.18A:18A-51 et seq.).

ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

It is the policy of the State of NJ Department of the Treasury, Division of Property Management & Construction (DPMC), that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the DPMC, to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the DPMC's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the DPMC's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the DPMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the DPMC no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACTS
State Contract Language

Equal Opportunity for Individuals with Disabilities

The **CONTRACTORS** and the **STATE** do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (**42 U.S.C. S12101 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the **STATE** 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 **STATE** in any action or administrative proceeding commenced pursuant to this Act. The **CONTRACTOR** shall indemnify, protect, and save harmless the **STATE**, 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 **STATE's** grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **STATE** which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the **STATE** or if the **STATE** 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 **STATE** 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 **STATE** or any of its agents, servants, and employees, the **STATE** shall expeditiously forward or have forwarded to the **CONTRACTOR** every demand, complaint, notice, summons, pleading, or other process received by the **STATE** of its representatives.

It is expressly agreed and understood that any approval by the **STATE** 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 **STATE** pursuant to this paragraph.

It is further agreed and understood that the **STATE** 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 **STATE** from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 4/10)

EXHIBIT A

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