

## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION Natural & Historic Resources Office of the Assistant Commissioner Office of Resource Development Mail Code 501-04A PO BOX 420 Trenton, NJ 08625-0420 Tel. 609-292-4853 Fax. 609-633-7593

May 1, 2014

Hawley Brothers, Inc. 192 Harrison Rd. Chesterfield, NJ 08515

> Re: Foundation & Utility Connections Temporary Trailer Leonardo State Marina Leonardo, NJ

Gentlemen:

CHRIS CHRISTIE

KIM GUADAGNO

Lt. Governor

Governor

The State of New Jersey accepts your bid proposal for the above referenced project fully endorsed on April 25,2014, in the amount of \$58,951.00 (fifty eight thousand nine hundred & fifty one dollars & no cents).

Enclosed are the following documents:

- Copy of contract.

- One (1) original Payment Voucher, ADM310 (4/98).

Please submit this Payment Voucher with an invoice on company letterhead upon completion of the project.

Before starting any work on this project, this office requires that you submit a certificate of insurance for the coverage required for public liability, property damage, vehicle liability and worker's compensation.

Coordinate field activities and site inspection with Robert Kunze at telephone number (609) 273-4568. On matters dealing with payment, please do not hesitate to contact me with any questions.

Robert Kunze

Construction Manager

Enclosures c: file BOB MARTIN Commissioner State of New Jersey Department of Environmental Protection Natural and Historic Resources Office of Resource Development Mail Code 501-04A, PO Box 420 501 E. State St. 4<sup>th</sup> Floor Trenton, NJ 08625-0420

NHR No.: 49-14

Date: March 19, 2014

#### **REQUEST FOR PROPOSAL**

The State of New Jersey, Department of Environmental Protection, Natural and Historic Resources is soliciting bids for the following: Project: Foundation & Utility Connections for Temporary Trailer Location: Leonardo State Marina, Leonardo, NJ

in accordance with attached; PLANS SPECIFICATIONS

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#### INSTRUCTIONS TO BIDDERS

**OTHER** 

Bids must be received by the Department of Environmental Protection, Natural and Historic Resources on or before 2 P.M. on April 22, 2014.

Any Bidder desiring to tender a responsible bid must acquaint himself with the site conditions and carefully examine the bidding documents.

Bids shall be forwarded to the above-indicated address, in the envelope provided. Unsigned bids will be considered as non-responsive. Omission of the Public Works Contractor Registration will be considered as a non-responsive bid. A copy of the Business Registration Certificate should be submitted with your bid package. Facsimile transmissions will not be accepted.

Provided below are information and declaration Sections C and D, to be completed by the Bidder. Execute the Bidder's portion of Section E.

Upon award, the successful Bidder will receive a fully endorsed copy of this document accompanied by an invoice voucher. The invoice is to be completed upon completion of the job and returned to the same address.

#### CONDITIONS OF CONTRACT

The signature of the Bidder or his authorized representative in Section E on this document shall constitute an agreement to abide by the declaration and conditions of the contract contained herein and with the plans and specifications provided.

This document, together with project plans and specifications, as well as the State of New Jersey Delegated Purchasing Authority Term and Conditions becomes the contract when and if the Cost Declaration is accepted by the State of New Jersey, Department of Environmental Protection, Natural and Historic Resources. The signature of the Approving State Officer shall constitute such acceptance. The State of New Jersey, through the Approving State Officer, reserves the right to reject all bids.

The prices quoted on this document shall remain firm for sixty (60) days after the bid due date.

The contractor shall procure and maintain for the life of this contract Workers Compensation, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance as required by applicable New Jersey statutes.

All material and workmanship shall be guaranteed by the contractor for one year from the date of acceptance by the Approving State Officer. The contractor shall supply all applicable manufacturer's guarantees and warranties prior to submitting final invoice.

The contractor agrees that he and/or his subcontractors will abide by the provisions of NJSA 10:2-1 through 10:2-4 dealing with the discrimination in employment on public contracts and all associated rules and regulations.

The contractor agrees to abide by the N. J. Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq , and the rates in effect for the geographical location of this project, the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq , registration with the Department of Treasury, Division of Revenue, N.J.S.A. 32-44, Restrictions on Political Contributions, N.J.S.A. 19:44A-20.13 et seq, and Source Disclosure Certification N.L.S.A. 52:34-13.2.

	BUSINESS INFORMATION
U	Name: Hawley Bros Inc
NO	Address: 192 Harrison Rd Chesterfield
SECTION	Federal Identification No.: 22-2285462 Telephone No. 609-291-0045
S	Business Enterprise: (Check all that apply) 🗌 Minority 📄 Women 🛛 🐻 Small Business (100 or less full-time employees)
	COST DECLARATION
SECTION D	Provide all labor, materials, equipment and construction supervision to install the foundation system & utility connections for the temporary office trailer as per plans & specifications. Lump Sum Bid: $\frac{58951.00}{100}$
S	NOTE MANDATORY PRE BID MEETING, Fri. 4/4/14 ON SITE AT 1:00 PM.
SECTION E	I, Barry W Hawley Pres ENDORSEMENTS I, Barry W Hawley Pres ENDORSEMENTS Print Vame and Title submit the Cost Declaration, and agree to the terms as stated herein. The State of New Jersey, Department of Environmental Protection accepts the Cost Declaration in Section D.
SECT	Barry W Hawley 4-21-14 Signature Revised RRP-6/4/13 Revised RRP-6/4/13

## State of New Jersey Division of Purchase & Property

Information Sheet and Certification for Delegated Purchasing Authority Transactions

	Company Information
Company N	ame Hawley Bros Inc
Address	192 Harrison Rd
City	Chesterfield State N.J Zip Code 08515
Country	United States Contact Person Barry W Hawley
Phone	609-291-0045 Fax 609-291-0405
Company E	mail hawleybrothers & Verizon. net
FEIN/SSN	Quote or PO # N HR 49-14

The information provided above will be used to pre-populate information fields within the Delegated Purchasing Authority ("DPA") Transactions document packet for your convenience.

This certification will serve as your official signature for the following certifications presented within this document packet:

#### **Ownership Disclosure Form**

Disclosure of Investigations and Actions Involving Bidder Form Disclosure of Investment Activities in Iran Form Source Disclosure Certification Form MacBride Principles Certification Form Vendor Certification and Political Contribution Disclosure Form Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form Affirmative Action Supplement Form Delegated Purchasing Authority Terms and Conditions

Please Note: For businesses not registered by the State of New Jersey, Division of Revenue, you MUST complete a Business Registration Certificate Application, which is located here <a href="http://www.nj.gov/njbusiness/starting/">http://www.nj.gov/njbusiness/starting/</a>. You must have a valid Business Registration Certificate to be eligible to do business with the State of New Jersey.

You must also answer the questions on the following forms/certifications: Ownership Disclosure Form, Disclosure of Investigation and Actions Involving Bidder Form, Disclosure of Investment Activities in Iran Form, Source Disclosure Certification Form, MacBride Principles Certification Form, Vendor Certification and Political Contribution Disclosure Form, Two Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions Form and the Affirmative Action Supplement Form. These questions must be answered in full in order for you or your company to be eligible for award.

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 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 promptly 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.

I certify that the	signature on this page below has the effect of and con	stitutes a signature on every	page listed in this packet.
Signed By:	Barry N Hawley	Current Date	4-21-14
Title:	President		
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Revision 12/12/12

Quote or PO #

Packet Date 2/15/13 Page 1 of 17

### State of New Jersey Division of Purchase & Property Delegated Purchasing Authority Terms and Conditions

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provision of the agreement between the State of New Jersey and the Contractor.

#### 1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY - It is required that all corporations be registered with the Office of the Secretary of the State prior to conducting business in the State of New Jersey.

1.2 ANTI-DISCRIMINATION – All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:4-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56-26 et seq., is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provision of the Prevailing Wage Act.

1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT – The provisions of <u>N.J.S.A.</u> 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE – Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation's or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE: LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.7 COMPLIANCE: STATE LAWS – It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.8 COMPLIANCE: CODES – The contractor musty comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code, OSHA and all applicable codes for this requirement. The successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

#### 2. LIABILITIES

2.1 LIABILITIES – COPYRIGHT – The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind of or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

2.2 INDEMNIFICATION – The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suites, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this agreement.

2.3 INSURANCE – The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverage's and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice.

The insurance to be provided by the contractor shall be as follows:

- General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not
- be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
- 1. Broad Form Comprehensive General Liability
- 2. Products / Completed Operations
- 3. Premises / Operations

### State of New Jersey Division of Purchase & Property Delegated Purchasing Authority Terms and Conditions

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limited of liability for bodily injury and property damage shall not be less than \$1 million per occurrence. As a combines single limit.
   c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employer's Liability
- Worker's Compensation Insurance applicable to tr Insurance with limits of not less than:
   \$100,000 Bodily Injury, Each Occurrence
   \$100,000 Disease Each Employee
   \$500,000 Disease aggregate Limit

#### 3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PROCUREMENT BUREAU

3.1 SUBCONTRACTING OR ASSIGNMENT – The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating a contractual relationship between any subcontractor and the State.

3.2 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. All new machines are to be guaranteed as fully operational for the period stated from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.

d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.

e. Trained mechanics are regularly employed to make repairs to equipment in the territory from which the service request might emanate within a 48 hour period or within the time accepted as industry practice.

f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's Using Agency is rendered.

3.3 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's Using Agency or the purchase under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the Using Agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.4 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES - The State reserves the right to inspect the contractor's establishment.

3.5 MAINTENANCE OF RECORDS – The contractor shall maintain records for products and/or service delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

#### 4. TERMS RELATING TO PRICE QUOTATIONS

4.1 PRICE FLUCTUATIONS DURING CONTRACT – All prices shall be firm through issuance of contract purchase order and shall not be subject to increase during the period of the contract.

4.2 DELIVERY COSTS – Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the methods of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State' Using Agency or designated purchaser.

### State of New Jersey Division of Purchase & Property Delegated Purchasing Authority Terms and Conditions

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.

#### 4.3 C.O.D TERMS - C.O.D. terms are not acceptable.

4.4 TAX CHARGES – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the invoice. The State's Federal Excise Tax Exemption Number is 22-75-0050k.

4.5 PAYMENT TO VENDORS – Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

4.6 NEW JERSEY PROMPT PAYMENT ACT – The New Jersey Prompt Payment Act (P.L.1987, c. 184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

#### 5. CASH DEPOSITS

a. A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of goods and services, whichever is later.

b. The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date o the State's responses to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST – The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, or agree to pay, either directly or indirectly any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defines by <u>N.J.S.A.</u> 52-13D-13b and e, in Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by <u>N.J.S.A.</u> 52-13D-13i, of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of <u>N.J.S.A.</u> 52-13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationships with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State office or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special state officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to cause or influence, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment or said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

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## HAWLEY BROS. INC.

192 Harrison Road Chesterfiled, NJ 08515 Phone: (609) 291-0045 Fax: (609) 291-1950 License #13VH00404300

# **CONTRACTORS INVOICE**

Dept of Enviromental Protection Office of Resouce Development 275 Freehold- Englishtown Road Englishtown , N J 07726	Foundation & Utility Connections Leonardo State Marina Leonardo N J	s to Temporary Trail	er
	YOUR WORK ORDER NO.	OUR BID	NO.
July/31/2014	NHR-49-14 SCRIPTION OF WORK PERFORMED	NAME OF TAXABLE PARTY.	CHARGES
Figure 6 a contract of the second state of the	for Leonardo Marina Trailer Foundation &	Utility	CITAROLS
Connections as per Plans and Specs by			\$58,951.00
Request for Payment 60 %			\$35,370.60
Balance of Contract after this payment			\$23,580.40
Payment request			\$35,370.60
		TOTAL:	\$35,370.60
	ified, and the above work was performed i york and was completed in a substantial wo eventy 60/100 Full invoice due & payable by:		0
In accordance with our Agreem	ent Proposal	No Dated	
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## HAWLEY BROS. INC.

192 Harrison Road Chesterfiled, NJ 08515 Phone: (609) 291-0045 Fax: (609) 291-1950 License #13VH00404300

# **CONTRACTORS INVOICE**

Dept of Enviromental Protection Office of Resouce Development 275 Freehold- Englishtown Road Englishtown , N J 07726	Foundation & Utility Connection Leonardo State Marina Leonardo N J						
Sept/3/2014	YOUR WORK ORDER NO. NHR-49-14	OUR BID NO.					
	CRIPTION OF WORK PERFORMED	CH	ARGES				
Supplied labor Material and Equipm	ent for Leonardo Marina Trailer Foundati	on & Utility					
Connections as per Plans and Specs	by Sebring and Associates	\$58	,951.00				
Payment made		(\$35,	,370.60)				
Balance of Contract after this payme	ent	\$23	,580.40				
Payment request 30% of Contract		\$17	,685.30				
Balance of Contract		\$5	,895.10				
		TOTAL: \$17	,685.30				

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawing specifications provided for the above work and was completed in a substantial workmanlike manner for agreed :

Seventeen Thousand Six Hundred Eighty Five 30/100	Dollar	\$17,6	585.30
This is a x Partial Full invoice due & payable by:			
	Month	Day	Year
In accordance with our Agreement Proposal	No. Dated		
		Month Da	y Year

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192 Harrison Road			
Chesterfiled, NJ 08515			
Phone: (609) 291-0045			
Fax: (609) 291-1950			
License #13VH00404300			
Dept of Enviromental Protection Office of Resouce Development 275 Freehold- Englishtown Road Englishtown , N J 07726	Foundation & Utility Connection Leonardo State Marina Leonardo N J	s to Temporary Trailer	
	YOUR WORK ORDER NO.	OUR BID NO.	
October 15-2014	NHR-49-14		
	RIPTION OF WORK PERFORMED		CHARGES
	ent for Leonardo Marina Trailer Foundati	on & Utility	
Connections as per Plans and Specs	by Sebring and Associates		\$58,951.00
Payments made			(\$53,055.90)
Balance of Contract			\$5,895.10
Final Payment			\$5,895.10
		TOTAL:	\$5,895.10

HAWLEY BROS. INC.

**CONTRACTORS INVOICE** 

All material is guaranteed to be as specified, and the above work was performed in accordance with the drawing specifications provided for the above work and was completed in a substantial workmanlike manner for agreed :

Five Thousand Eight Hundred Ninety Five 10/100	Dollar	\$5,	895.10
This is a Partial X Full invoice due & payable by:			
	Month	Day	Year
In accordance with our Agreement Proposal	No. Dated		
		Month Da	ay Year