

State of New Jersey

CHRIS CHRISTIE

Governor

KIM GUADAGNO Li. Governor DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O Box 034
TRENTON NJ 08625-0034

ANDREW P. SIDAMON-ERISTOF STATE TREASURER

> STEVEN SUTKIN DIRECTOR

February 4, 2015

Yannuzzi & Son, Inc. 152 Route 206 South Hillsborough, NJ 08844

Re:

Project #: P1113-18 - Demolition of Residential Dwellings

89 Weber Ave., 40, 46, 82, 119 MacArthur Ave., 26, 47 Charles St., 13, 14, 33 John St., 18, 82

Williams St. - Sayreville, NJ - Middlesex County

Award Amount: \$379,000.00

Gentlemen:

We have received and accepted your certificates of insurance, performance and payment bonds.

Attached is a fully executed contract for your records.

Contract performance shall be completed within 50 calendar days of the date of this Notice to Proceed.

You are hereby given notice to proceed on February 4, 2015.

Very truly yours,

Richard M. Ferrara

Assistant Deputy Director Contracts and Procurement

et C

W. Fernandez

G. Tassi

K. Smith

J. DeAngelo

T. Adams, Risk Mgt.

B. Mahan

T. Humes

B. Coleman

Central File

Receipt and Understanding is Hereby Acknowledged.

Signature

2 - 4 - 15 Date

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CONSTRUCTION CONTRACT AWARD SCHEDULE STATE OF NEW JERSEY

DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION PO BOX 034, TRENTON, NEW JERSEY 08625-0034

PROJECT NUMBER:

P1113-18

AWARD DATE:

February 4, 2015

10:00 a.m., Wednesday

PROJECT/

Demolition of Residential

LOCATION: Dwellings – 89 Weber Ave.,

40, 46, 82, 119 MacArthur Ave., 26, 47 Charles St., 13, 14, & 33 John St., 18, 82 William St.

IDENTIFICATION

Middlesex Co. Sayreville NJ

CALENDAR

50

A/E:

RBA Group

7 Campus Dr., Suite 300 Parsippany NJ 07054

973-946-5000

973-292-0225 {fax}

DAYS:
NAME/ADDRESS/PHON

Yannuzzi Group Inc. 152 Rt. 206 South Hillsborough NJ 08844

908-218-0880/0884 {fax}

NUMBER	
	\$250.00
TRADE CODE	TRADE
	Single Bid
	Lump
C008, C009	Sum All Trades

08, C009 Sum C021

\$250.00
Bond# HICNE-10-181-0022
Hudson Insurance Co.
100 William St. 5th Flr
New York NY 10038
TRADE
New York NY 10038

AWARD AMOUNT

TOTAL AWARD AMOUNT

Demolition \$379,000.00

W. Fernandez

TOTAL CONTRACTS

LIQUIDATED DAMAGES

PERMITS MALIED TO CONTRACTOR:	PERMITS RETURNED FROM CONTRACTOR:		
(date)	(date)		

Comments:

Reco - 01-28-15

Permits Required

Contract date - 02-04-15

Notice to Proceed - 02-04 15

DPMC-34 (08/07)



State of New Jersey

CHRIS CHRISTIE

Governor

KIM GUADAGNO Lt. Governor DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O Box 034
TRENTON NJ 08625-0034

ANDREW P. SIDAMON-ERISTOF
State Treasurer
STEVEN SUTKIN
Director

January 28, 2015

Yannuzzi & Sons Inc. 152 Route 206 South Hillsborough NJ 08844

Re:

Project #P1113-18 - Demolition of Residential Dwellings

89 Weber Ave., 40, 46, 82, 119 MacArthur Ave., 26, 47 Charles St., 13, 14, 33 John St., 82 William St.

Middlesex County, Sayreville NJ Award Amount: \$379,000.00

Gentlemen:

The State of New Jersey intends to accept your bid price on the above referenced project. A mandatory contract award meeting has been scheduled for <u>Wednesday</u>, <u>February 4</u>, <u>2015 at 10:00 a.m.</u>, in the Division of Property Management and Construction, 33 West State Street, 9th Floor, Trenton, New Jersey.

Enclosed is the original and four copies of the formal contract to be signed by an official of the firm and presented with properly executed performance and payment bonds using the enclosed sample forms (submit two originals of each bond).

TWO INSURANCE CERTIFICATES MUST BE PRODUCED, NAMING YOUR FIRM AS THE INSURED AND MUST INCLUDE THE STATE OF NEW JERSEY AS THE ADDITIONAL INSURED (SEE ARTICLE 13.4 OF THE GENERAL CONDITIONS).

The bonds and certificates of insurance must reflect the same date as the contract award meeting. Contract performance (on site) shall commence not later than ten (10) days after receipt of Notice to Proceed.

You shall perform no work under the contract until the required evidence of financial responsibility and bonds have been furnished. Thereafter, work at other than the contract site may be undertaken. You shall perform no work at the site except pursuant to a Notice to Proceed issued by the Contracting Officer.

Time extensions for completion of the work will not be granted due to a failure to comply with these procedures.

Should you have any questions regarding the above, please contact this office at (609) 633-3914.

Very truly yours

Richard M. Ferrara

Assistant Deputy Director

Contracts and Procurement

ote: All "business concerns" as defined in N.J.S.A. 52:32-33, which are awarded contracts with the State of New Jersey, are encouraged by the Department of the Treasury notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to your employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C.s.1320b-8 to serve in the State of New Jersey.

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CONTRACT

THIS AGR	EEMENT, made this	day of February	, <u>2015</u>
by and between	The State of New Jersey, (Corporate Name of Owner)	herein called "owner,"	acting herein through its

<u>Division of Property Management and Construction, Deputy Director,</u>, and (Title of Authorized Official)

YANNUZZI & SONS INC.

(a corporation)

of <u>152 Route 206 South</u>, City of <u>Hillsborough</u>, County of <u>Somerset</u>, and State of <u>New Jersey</u> hereinafter called "Contractor". (FID# 221619153)

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.:

P1113-18-CC01

DEMOLITION OF RESIDENTIAL DWELLINGS 89 WEBER AVE., 40, 46, 82, 119 MACARTHUR AVE.,

26, 47 CHARLES ST., 13, 14, 33 JOHN ST., 18, 82 WILLIAM ST. MIDDLESEX COUNTY – SAYREVILLE, NEW JERSEY

SPECIFICATIONS: Dated December 18, 2014 and are included as part of this contract.

UNIT PRICES: N/A

BULLETINS: "A" dated 12/18/14, "B" dated 01/13/15 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: 16 total sheets dated 12/10/14, included as part of this contract.

POST BID REVIEW

CERTIFICATION: Dated 01/21/15, included as part of this contract.

*Refer to Page 3.

(\$379,000.00) 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 RBA GROUP, 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 50 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 \$_\$250.00, for each consecutive calendar day thereafter as hereinafter provided in Article 8.6 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 Ву (Witness) RICHARD S. FLODMA **DEPUTY DIRECTOR** (Title) (Affix Corporate Seal) YANNUZZI & SONS INC. (Contractor) Grana Gastas (Witness) Ву PRESIDENT (Title) 152 RT. 206 SOUTH, HILLSBOROUGH NJ 08844

(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. 53:32-32 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)

YANNUZZI & SONS INC.

(Contractor)

PRESIDENT

Ву

(Title)

152 RT. 206 SOUTH, HILLSBOROUGH NJ 08844

(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 January 20, 2015 and are included as part of this contract.

"THE MINORITY PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS $\underline{24\%}$ 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."

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.,

January 20, 2015

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) Yannuzzi Group, Inc. 152 Route 206 South Hillsborough, NJ 08844

PROJECT NO P1113-18

PROJECT: Demolition of Residential Dwellings

LOCATION: 89 Weber Ave, 40 MacArthur, 46 MacArthur, 82 MacArthur, 119 MacArthur, 26

Charles, 47 Charles St, 13 John, 14 John, 33 John St, 18 William, 82 William St.

COUNTY: Middlesex

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

冈

Single Bid

\$ 379,000.00

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: General Construction (C008) or General Construction/Alterations and Additions (C009) or Demolition (C021)

The proposal is based upon the bid documents listed below.

- 1. General Conditions Revised May, 2014
- 2. Specifications dated December 2014
- 3. Drawing(s)#: Total-Sixteen Sheets

dated

December 2014

This project will be fully completed and ready for occupancy within

50

Calendar days.

<u>Liquidated Damages</u>: In accordance with 8.6.1 of the General Conditions 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.

DPMC-3 Single Prime (rev. 10/13) INDEX 500

PROPOSAL PAGE 1 OF 8

PROJECT NO.: P1113-18

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"	12/18/2014

PROPOSAL PAGE 2 OF 8

PROJECT NO.: P1113-18

DENIOT MICH. (CO.)

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.

DEMOLITO	ON (CU21)	
NAME:	Yannuzzi Group, Inc.	
ADDRESS:	152 Route 206 South, Hillsborough, NJ 08844	
ASBESTOS	REMOVAL/TREATMENT (C092)	
NAME:	All Pro Management, LLC	
ADDRESS:	27 Outwater Lane, Garfield, NJ 07026	

ALLOWANCES

Allowances have been established for this project. There will be five allowances for \$5,000 each. A total of \$25,000 must be included in the lump sum total.

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.

PROPOSAL PAGE 3 OF 8

PROJECT NO.: <u>P1113-18</u>

CERTIFICATION

I certify that the	below named firm is class	sified by the Division of Pro	perty Management and	Construction in the
approved amoui	t of \$ 70,000,000.0	and the second second	C021 Demolition	
3/15/16	(expirati	on date).	CO21 Demondo	1
I further certify consideration of trade subcontrac	hat this firm's bid for this uncompleted construction t work is discounted 85%	project does not cause the f work (please refer to N.J.A for purposes of calculating v	irm to exceed its aggreg .C. 17:19-2.13, which c whether a contractor is	gate rating limit, including describes how certain major within its rating).
(Seal-if Bid prop	osal is by a corporation)	Respectf	ully submitted,	
		By: Yann	Uzzi Group, Inc. (Name of	Firm)
		Presi		
		152 l (Bu	(Title Route 206 South siness Street Address C	
		Hills	borough NJ	Somerset 08844
		(City	State	County Zip)
		Phone No	908-218-0880	
		Fax No.	_	
Federal Identificat	ion No			
Any change in ow	nership information since	filing your Request for Class	sification (Form DPMC	27)
☐ Ye				
X No				
If yes, attach expla	nation.			

PROPOSAL PAGE 4 OF 8

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

NON-COLLUSION AFFIDAVIT

PROJECT:	Demolition of Re	esidential Dwellings			
	89 Weber Ave, 4 13 John, 14 John, Sayreville, NJ M	, 33 John St, 18 Will	cArthur, 82 MacArthur, 11 iam, 82 William St.	19 MacArthur, 26 Charl	les, 47 Charles St,
			Bid Due Date	January 20, 2015	02:00 PM
STATE OF	NEW JERSEY OF Morris	 SS. 			-
I, John	Yannuzzi		of the City ofKini	nelon	
in the County	of Morris		and the State of	New Jersey	
of full age, b	eing duly sworn acc	cording to law on my	oath depose and say that:		
I am	President				
of the firm of	Yannuzzi	Group, Inc.			
authority so t collusion, or project; and t knowledge th	o do; that said Cont otherwise taken any hat all statements c at the State of New	tractor has not, directly action in restraint of contained in said bid per the upon the upon the contained in said bid per the upon the contained in the contai	e named project, and that I tly or indirectly, entered in of free, competitive bidding proposal and in this affidate the truth of the statements of contract for the said project.	to any agreement, parti g in connection with the vit are true and correct, contained in said Bid Pr	cipated in any above named and made with full oposal and in the
Subscribed ar	nd sworn to before	me this 19th day		\bigcirc 0	
of January Anna	2015. M. Bastos	D			
1 -100	Notary Public		-		
My Commiss	ion expires	ANNA M. BAS' IOTARY PUBLIC OF NE	W JERSEY		

PROPOSAL PAGE 5 OF 8

PROJECT NO.: P1113-18

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: Ya	nnuzzi Group, I	inc.	_	
I hereby certify	and say:			
I have personal Bidder.	knowledge of the	facts set forth herein and	l am authorized to	make this Certification on behalf of the
accordance wit Executive Orde	ersey, Department h the requirement r 129 (2004)).	of Treasury, Division s of Public Law 2005,	of Property Mana Chapter 92, (N.J	the referenced solicitation issued by the gement and Construction (DPMC), in S.A. 52:34-13.2 et seq., superseding
The following is	s a list of every loc	ation where services will	l be performed by t	he bidder and all subcontractors.
Bidder or Subo Yannuzzi Gr		Description of Service Demolition 40		rmance Location(s) by Country , 89 Weber, 26 & 47 Charles, 13,14, & 33 John, 18,& 82 Willian
All Pro Mgm	it., LLC	Asbestos Removal	46,82,&119 MacArthi	ır, 89 Weber, 26 & 47 Charles, 14 & 33 John, 18,& 82 William
DPMC, Departing I understand the declared above determination by require the shift New Jersey, the under its contract. I further underst	at, after award of to be provided we the Director, Div of services or that Bidder shall be det with DPMC.	tate of New Jersey, PO I a contract to the Bidde ithin the United States ision of Property Manage the failure to shift the semed in breach of contraction is submitted on breather the submitted on brea	by the Bidder to Box 034, Trenton, 1 er, it is determined to sources outside ement and Construervices would resure, which contract to behalf of the Bidde	rm of any contract awarded under the the Contract Compliance Unit in the NJ 08625. If that the Bidder has shifted services the United States, prior to a written ction, that extraordinary circumstances lt in economic hardship to the State of will be subject to termination for cause or in order to induce DPMC to accept a elying upon the truth of the statements
contained herein		the State of New Jersey	and Drivic are re	lying upon the truth of the statements
I certify that, to any of the statem	the best of my kneents are willfully	owledge and belief, the false, I am subject to pun	foregoing statements	nts by me are true. I am aware that if
	nnuzzi Group, I			
Ву:	- Yn 70	anny	Title:	President
Print Name:	John Yannuzzi	01	Date:	1/19/15
				PROPOSAL PAGE 6 of 8

PROJECT NO.: <u>P1113-18</u>

1.

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

BIDDER Yannuzzi Group, Inc.
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:
X 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
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

PROPOSAL PAGE 7 of 8

PROJECT NO.: <u>P1113-18</u> <u>P.L. 2012 c. 25</u>

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): John Yannuzzi	_ Signature: Same	
Title: President	Dale:/19/15	
		, 1



BLUE ACRES POST BID REVIEW INTERVIEW & CERTIFICATION

DPMC PROJECT NUMBER: P1113-18

PROJECT NAME: Demolition of Dwellings

PROJECT ADDRESS: 89 Weber Ave, 40 MacArthur, 46 MacArthur, 82 MacArthur, 119 MacArthur, 26 Charles, 47 Charles St, 13 John, 14 John, 33 John St, 18 William, 82 William

MEETING DATE: 01-21-15

MEETING TIME: 9:00am

MEETING LOCATION: Sayreville Town Hall

INVITED:	REPRESENTING:	CONTACT:
SEE ATTACHED SI	GN IN SHEET	
PURPOSE:		

 This Post Bid Review Interview with the apparent low bidder (Contractor) for the project is to confirm the Contractor understands the project scope, submitted pricing, qualifications and ability to perform the project. Furthermore, the Contractor certifies by his signature(s) below, he understands his contractual responsibility to comply with the Contract Documents.

INTERVIEW

- 1. Introductions
- 2. Distribution of Handouts
 - a. Bid Results (included)
 - b. Bulletins
 - c. Agenda
 - d. Sign-in sheet

Contract Documents: The Contractor confirms that they have received all contract documents issued by the New Jersey Division of Property Management and Construction for project number P1113-18 Demolition of Dwellings: 89 Weber Ave, 40 MacArthur, 46 MacArthur, 82 MacArthur, 119 MacArthur, 26 Charles, 47 Charles St, 13 John, 14 John, 33 John St, 18 William, 82 William St.

P1113-18 01-21-15 POST-BID INTERVIEW & CERTIFICATION rev.4.15.13
PAGE 1 OF 7

3.	including all drawings, specifications and Bulletins as listed below and that these documents constitute the Contract Documents. a. Bulletin A 12/18/14
	b. Bulletin B 01/13/15
	Response: <u>yes</u> Signed: Much
4.	Award: The Contractor confirms that the following Base Bid, was submitted in their bid submission. The Contractor also understands that their Awarded Contract will be based upon the Base Bid.
	a. Base Bid: The Contractor confirms that the following Lump Sum Base Bid Amount was included in their bid submission.
	1. Single Lump Sum Base Bid \$379,000
	Response: yes Signed: PML
	b. There are no allowances in this project.
	Response: YCS Signed:
5.	<u>Trades</u> : The Contractor confirms the following trades will be working on the project:
8	a. Primary / Named Trades: The Contractor confirms that the following DPMC classified Contractors were submitted as "Named Subcontractors" in their bid submission. The Contractor further confirms that there will be no substitutions for the Named Subcontractors for the duration of the Project.
	Demolition (C021) Yannuzzi Group Inc
	Asbestos Removal /Treatment (C092): All Pro Management
	Response: Yes Signed:
P1113-18 01-21-15	POST-BID INTERVIEW & CERTIFICATION rev.4.15.13 PAGE 2 OF 7

6.	<u>S</u>	cope of Work and General Conditions Requirements:
	a.	Intent of the Project: Contractor has reviewed the Contract Documents, and incorporated their contents / information into their bid submission package and is familiar with the intent of the project?
		Response: Yes Signed:
	b.	Existing Conditions: Contractor has visited the project site and familiarized themselves with the existing conditions of the site, including buildings, paving and roadways, utilities and other features, in order to plan and coordinate the proposed work accordingly and that the conditions of the existing site are incorporated into their bid submission?
		Response: Yes Signed: MM
	C.	Mobilization: Upon execution of the contract and issuance of a Notice to Proceed, the Contractor is prepared to mobilize to the site and immediately begin work?
		Response: YCS Signed:
	d.	Supervision: The contractor will provide one full time superintendent for the duration of the entire project. This superintendent shall be responsible to coordinate all project activities, serve as the official on-site contact person for the Contractor and attend all, if needed project meetings including the pre-construction meeting. This superintendent may be a "working" superintendent.
		Response: Signed:
1	е.	Substitutions: Contractor affirms that this bid is not based upon substitutions of any products specified in the Contract Documents.
		Response: 15 Signed:

P1113-18 01-21-15

POST-BID INTERVIEW & CERTIFICATION rev.4.15.13 PAGE 3 OF 7

- 7. <u>Schedule The Contractor is aware of the following schedule requirements:</u>
 - Requirement for Payment: Applications will be considered incomplete without the required DPMC documents and will be rejected for payment.
 - b. <u>Contract Time</u>: Contractor confirms that they have reviewed the project schedule and are prepared to execute the work as outlined and within the stipulated contract time of calendar days from the State's issuance of a Notice to Proceed.
 - c. <u>Substantial Completion</u>: Contractor understands that Substantial Completion must occur within the Contract Time. The Contractor also confirms that they understand that the project will not be considered substantially complete until all required deliverables have been delivered to and accepted by the A/E and the State. This is also to include all manifests.

Response:	yes	Signed: _	XPU
	•	~	1

- 8. <u>Project Specific Issues</u>: The Contractor confirms that they are aware of the following project specific issues:
 - a. Backfilling and compaction testing requirements
 - b. The asbestos abatement plan, asbestos abatement closeout documents, and demolition and salvage/recycling plan must be submitted and approved prior to beginning the various phases of work.

Response: 15 Signed: M

- 9. <u>Execution of the Work</u>: The Contractor understands the following concerning the execution of the work:
 - a. The streets and adjacent properties will remain fully operational throughout the duration of the project.
 - b. The Contractor shall contact the local utility companies at the outset of the project for coordination of the work, including the water and sewer terminations, and thoroughly locate and mark existing utilities on the property.
 - c. The Contractor will be required to use all appropriate DPMC forms during the construction process. These forms are available on the

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PAGE 4 OF 7

DPMC website and can be downloaded for the Contractor's use. Instructions concerning how to access this website will be provided to the Contractor during the award process.

Response: ___y_5_

Signed:

10. Bonds: The Contractor is aware that if he is the successful low bidder, he will be responsible to furnish the following bonds within the timeframe specified in the Intent-to-Award Letter. (Note: this is typically, but not always, 10 days from the date of the Intent-to-Award Letter.)

Performance and Payment.

Response:

Signed:

- 11. <u>UCC Permit Status:</u> The Contractor understands the following concerning the UCC Building Permit for this project:
 - a. The required UCC Permit Tech Sheets have been prepared by the A/E and will be forwarded by the State to the Contractor.
 - b. The Contractor shall return the Tech Sheets to the State with the appropriate signatures.
 - c. DPMC will submit the fully executed Tech Sheets to the DCA for their issuance of a UCC Building Permit(s).
 - d. The Notice to Proceed will be issued at the Contract Award Meeting. The Contract Time will begin when the Notice to Proceed is issued. Note: the Contractor is <u>not</u> authorized to perform Work governed by the UCC Permit until it is issued by DCA and received by the Contractor.
 - e. Prior to the UCC permit being submitted to the DCA, the asbestos abatement work must be completed and closeout documents approved, sewer and water terminations must be completed, and the certificate of pesticide application must be submitted.

Response:

Signed:

P1113-18 01-21-15

POST-BID INTERVIEW & CERTIFICATION rev.4.15.13
PAGE 5 OF 7

- 12. <u>The Submittal Process:</u> The Contractor understands the following concerning the Submittal Process:
 - a. Contractor shall furnish submittals in accordance with the Submittal Schedule as prepared by the Consultant.
 - b. All submittals shall be made within 4 days of the Notice to Proceed.
 - c. All products intended to be used on the project must be submitted to the Consultant for review and approval.
 - d. The Contractor is expected to utilize electronic submittals wherever possible. Details of this process will be discussed at the preconstruction meeting.
 - e. The Consultant will not review submittals that supersede previously approved submissions unless there is justification.

Response: Yes

Signed:

13. Review of Drawing Set / Specifications: The Contractor confirms that their bid submission includes all work necessary to deliver a complete project based upon the intent of the Contract Documents

Response: <u>\/୯</u>১

Signed:

14. Comparison of the Bid Submission with the Consultant's Estimate by CSI

Division: The Contractor confirms that their bid submission; accurately reflect the Scope of the Work as defined by the Contract Documents:

- a. Review of the Base Bid
- b. Cost Breakdown Review Lot by Lot Breakdown

Response: ye3

Signed: _

P1113-18 01-21-15

POST-BID INTERVIEW & CERTIFICATION rev.4.15.13
PAGE 6 OF 7

CERTIFICATION

* * * .

John Mucha	as authorized
(Name and Title of Bidder's Represent	rative - print)
signatory for YANNUZZI Group IV (Company Name	- print)
that the bid submitted by this Company is correquesting to modify or withdraw their submitted during this Post Bid Interview are true and accurate	bid; and that the statements made
Furthermore, by my signature below, I attest that into a contract for this project and execute the Contract Documents, administrative contract regulations.	e Work in conformance with the
(Signature of Bidder's Representative) Da Witnessed by:	1-21-15 te
Wav Fernale. DPMC Representative (print) Sign	7-2/-/5 nature / Date

POST-BID MEETING SIGN-IN SHEET

PROJECT #:

P1113-18

PROJECT TITLE:

Demolition of Residential Dwellings

Sayreville Middlesex County

DATE

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01-21-15 9AM

Walter Fernandez John Forgione Michael Wolz Ruba Brush buso Ruba Brush b	COMPANY NAME (PRINT)	REPRESENTATIVE	SIGNATURE	TELEPHONE	E-WAIT
John Forgione Carmen Rivera Carmen Rivera Michael Wolz Michael Wolz Staven banco	DPM&C	Walter Fernandez	7	NUMBER	
Carmen Rivera Michael Wolz Michael Wolz STEUR haveo STEUR MONCHUL IN Rydun Bruthult Muchael Cohn Muchael Say-806 John Pannezzi	DPM&C	John Forgione	Act.	609-273-8847	
Michael Wolz Steven buso Steve Gog-575-2637 Ryan Briefing Gold Monchite Gold Gold Monchite God God Gold Gold Gold Gold God God God God God God God God God Go	DPM&C	Carmen Rivera	arpar factories.	609.203.2720	Carmen. rivera @
Rydun Browklunt Congo 609.575-2637 Allen Monchit W 201 306-3638 mange on Pro John Mucha San Gobon Cyannezzi	RBA	Michael Wolz			10 cas 11 dov
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John Meha Say-8056 Johnn @ yannuzzi	ALL PRO MANAYUNGA	Allen Monchit	5	8598-906	access me andro
	AMULZI Gray	John Mela	A	3308-208	1

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:
 - 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 trainces 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)

ANTIDISCRIMATION

Mandatory Language

N.J.S.A. 10:2-1 (2012)

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, manufacturer, 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, manufacturer, 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 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.

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:

- 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 thereunto, 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

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

PROJECT #: P1113-18

A/E: RBA Group

DATE: 12/18/14

BULLETIN "A"

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.

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website at:

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 protections 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.

END OF BULLETIN "A



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO

Li Governor

DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
P O Box 034
TRENTON NJ 08625-0034

ANDREW P SIDAMON-ERISTOF
Acting State Treasurer
STEVEN SUTKIN
Director

January 13, 2015

SUBJECT:

Bulletin "B" Dated 13-January-15

PROJECT #:

P1113-18

DESCRIPTION:

Demolition of Residential Properties

89 Weber Ave, 40 MacArthur Ave, 46, MacArthur Ave, 82 MacArthur Ave, 119 MacArthur Ave, 26 Charles St, 47 Charles St, 13 John St,

14 John St, 33 John St, 18 William St, 82 William St

Sayreville, Middlesex Co, NJ

Gentlemen:

WE ARE FORWARDING A COPY OF THE ABOVE REFERENCED BULLETIN. PLEASE ACKNOWLEDGE RECEIPT BY RETURNING THIS FORM TO:

Division of Property Management and Construction
Attention: Richard Ferrara
Contracts & Procurement
PO Box 034
Trenton NJ 08625-0034
Fax #: 609-777-1970

Very truly yours

Richard M. Ferrara, Assistant Deputy Director

Contracts and Procurement

Date Received	 	
Firm Name	 	
Address		
Signature		

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

PROJECT #: P

P1113-18

Demolition of Residential Properties

89 Weber Ave, 40 MacArthur Ave, 46 MacArthur Ave, 82 MacArthur Ave, 119 MacArthur Ave, 26 Charles St, 47 Charles St, 13 John St, 14 John St, 33 John St, 18

William St, 82 William St

Sayreville, NJ - Middlesex County

A/E:

The RBA Group

DATE:

January 13, 2015

BULLETIN "B"

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. A copy of the Meeting Minutes and Sign-In Sheets for the January 6, 2015 Pre-Bid Meeting are attached.
- 2. A copy of the Submittal Log is attached
- 3. Post Bid Review with Apparent Low bidder: Bidders should be prepared for a meeting with the Project Engineer and State Project Team on 1/21/15 at 9am at the Sayreville Municipal Building. Contractor must bring estimator and ACM sub-contractor to the meeting and be prepared to discuss breakdown of demolition & ACM costs. A sample Schedule of Values is attached.

END OF BULLETIN "B"

Sandy/ Blue Acres PRE-BID MEETING AGENDA Date: 01/06/15

PROJECT # P1113-18: 89 Weber Ave, 40 MacArthur, 46 MacArthur, 82 MacArthur, 119 MacArthur, 26 Charles, 47 Charles St, 13 John, 14 John, 33 John St, 18 William, 82 William St. Demolition of Residential Dwellings in Sayreville, Middlesex County

1. Introductions / Fernandez:

- a. State Project Team Members
 - Walter Fernandez
 - John Forgione
- b. Project Design Consultant & Staff
 - Michael Wolz, RBA
 - Ryan Broadwater, RBA

2. Administrative Items / Fernandez

- a. All Bidders must Sign In
- b. Nothing said here or during the site visit(s) is a part of the contract unless specifically issued in writing by Bulletin.
- c. Minutes of this meeting & sign-in sheet will be distributed as part of Bulletin "B" along with other info that may be required including answers to all Bidders' Questions.
- d. Bid is Single Prime / Lump sum
- e. All bidders must be "Classified with DPMC" in one of the following trades:
 - General Construction (C008) or General Construction/ Alterations & Additions (C009) or Demolition (C021)
 - All Bidders also must have DPMC Classified 'Sub-Contractor in the following trade: Demolition (C021) and Asbestos Removal (C092)
- f. Review Bid Proposal Form: Do not leave any blanks
- g. Bids Due: 1/20/15 by 2:00 pm at 33 West State Street, Trenton
-Unless modified by Bulletin

If bid is mailed through the US Postal Service the address is:

Division of Property Management and Construction PO Box 034 Trenton, NJ 08625-0034

- If bid is delivered by delivery service (UPS, FedEx, etc.) the physical address is:

Division Of property Management and Construction 33 West State Street, 9th Floor Trenton, NJ 08608

- Contract Terms:

- Contract Performance Period is 50 calendar days from issuance of NTP by the State for Project # P1113-18.
- Liquidated Damages 1/20th of 1% of contract value with a minimum of \$250.
- Bid Bond is 50% of bid amount.
- Post Bid Review with Apparent Low bidder:
 - Bidders should be prepared for a meeting with the Project Engineer and State Project
 Team on 1/21/15 at 9am for P1113-18 at the Sayreville Municipal Building to
 review your bid.
 - Contractor must bring their estimator along with Demo Sub-Contractor and ACM sub-contractor to the meeting.

3. Additional Questions after today's meeting

- a. E-mail to: walter.fernandez@ treas.nj.gov
- b. No later than: 1/12/15 by Noon
- c. All questions/RFI's in WORD format, not PDF
- d. No verbal questions or phone calls to DPMC, client or engineer
- e. Responses will be made to all via Bulletin "B

4. Project Description

- a. Single Prime / Bid is Lump Sum
- b. Review Scope of Work, Plan, Spec
- c. Allowance Project P1113-18 has five allowances for \$5,000 each, to cover septic system removal to be included in the lump sum total.
- d. There are 3 properties that will have FEMA overview

- e. Review Bulletin "A" / Schedule of Values / Submittal Log
- f. Special Features/Requirements Bullet Points:
 - Very fast paced project
 - Before Photos for General Contractors benefit
 - Protection of Sidewalks and Aprons
 - Tracking Pads/ Use driveway to enter, exist and clean-off
 - No containers left in the street overnight and no dumpsters left without a cover on site
 - Do not block Roads
 - Caution with adjoining properties
 - 40 MacArthur has removal of a fence run on the adjoining property
 - No interaction with the public, all questions go to town BA
 - Once a building is demolished it must be taking away, no stock piling and moving to another building
 - No backfill is permitted on site until the DPMC PM signs off that all debris has been removed from the site. This will be done on a site by site basis
 - Backfill requires 3rd party testing agency for compaction for each lift
 - Seeding
 - Working hours: Monday-Saturday 7am to 7pm Weber Ave only. MacArthur, Charles, David, and William St are Monday-Friday 7am to 7pm, Saturday 7am to 4 pm. Sunday no work permitted.
 - Safety Personal Protection/Safety Plan
 - Provide detailed Demolition Plan and Abatement Plan
 - Must show sequencing of homes to be abated and sequencing of homes to me demolished
 - 48 hours' notice must be given to DPMC prior to any home demolition beginning
 - Water Usage/Water Meter
- g. All submittals are required within 4 calendar days of NTP. The submittal log will be included in the bid package
- h. All proposed substitutes within 4 calendar days of NTP, submittals must include the DPMC 12/13 form cover sheet or will not be considered

5. Highlight General Conditions Clauses/John Forgione, DPMC Construction Manager:

Paragraph IB1.5 FULL KNOWLEDGE OF SITE

Bidders required to visit site prior to submitting proposals; thorough examination of conditions of site: Reasonably observable conditions

Paragraph IB8.3 THOROUGH REVIEW OF CONTRACT DOCUMENTS

Prior to submission of bid. No claims unless written request in compliance with IB8.2 and the matter has not been addressed by issuance of bulletin(s)

Paragraph IB10.3 NO SALES TAX FOR MATERIAL, SUPPLIES, OR SERVICES

Paragraph IB10.5 PURCHASES OR RENTALS OF EQUIPMENT ARE NOT EXEMPT FROM ANY TAX UNDER STATE SALES TAX ACT

- 6. 4.6.2 The Contractor shall employ a full-time competent superintendent and necessary foremen and assistants, who shall be in attendance on the Project Site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor. The State reserves the right to require a change in superintendent if the superintendent's performance, as judged by the DPMC, is deemed to be inadequate. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Contractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the Contractor, and all communications given to the foreman Page 26 of 87 shall be binding upon the Contractor. The Contractor shall not employ persons unfit or unskilled in the assigned area of work.
- 7. Project progress meetings will only be held if needed. The A/E will attend, chair and issue record minutes of the meeting.
- 8. Client Comments: DEP is Client
- 9. Bidder Question and Answer Session
 - a. Consultant- record all company names, questions and answers in meeting minutes.

 Answers to any questions which are unanswered are to be included in meeting minutes and addressed by Bulletin

10. Site Walk-Thru

- a. Tour work area
- b. Homes to be open until 2pm
- c. No questions will be answered during walk-thru
- 11. Plans, Specifications and Bid Proposals can be obtained by contacting:
 - a. Richard Ferrara Sr. of the DPMC Contracts Procurement Group at 609 633-3914 or by email at richard.ferrara@treas.nj.gov., 9th floor plan room at 33 West State Street

12. Questions regarding the Bid Proposal form, Bidding procedures, Bonding, etc, contact:

a. Richard Ferrara Sr. of the DPMC Contracts Procurement Group at 609 633-3914 or by email at richard.ferrara@treas.ni.gov., 9th floor plan room at 33 West State Street

PROJECT: P1113-18

CLIENT: Division of Property Management and Construction

CONTRACTOR:

REVIEW CODE KEY:

APP = APPROVED

AAN = APPROVED AS NOTED

RFR = RETURNED FOR RESUBMISSION

REJ = REJECTED

NR = NOT REVIEWED

TRACKING #	SECTION	REV.	DATE DEC'D	DESCRIPTION	REVIEW CODE	DATE	NOTES
-	ည္ဟ			Subcontractor (Compaction Testing)			
2	၁၅			Subcontractor (ACM Sampling)	5		
3	29			Subcontractor (ACM Testing)			
4	29			Other Subcontractors			
5	220000	_		Sewer Cap			
9	220000			Water Cap			
7	02020			Health & Safety Plan			
8	015626			Temporary Fence			
6	312500			Silt Fence			
10	312500			Injet Filter			
11	312500			Tracking Pad Material			
12	02020			Asbestos Abatement Plan			
13	020200			Demolition Plan			
14	020700			Materials Satvage & Recycling Management Plan			
15	29	_	 -	Construction Sequence			
16	29	_		Schedule of Values			
17	020200	<u> </u>		Rodent and Insect Pesticides SDS (MSDS)			
18	312300			Fill Material (Sieve and Analytical)			
19	329200			Topsoil (Residential Analytical and Growing Properties)			
20	329200			Hydroseed Mix (Seed Type, etc.)			
21	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 1			
22	020290			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - Dwelling 2			
23	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 3			
24	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 4			
25	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - Dwelling 5			
26	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 6			
27	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 7			
28	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - Dwelling 8			
29	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 9			
30	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 10			
31	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter - Dwelling 11			
32	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- Dwelling 12			
27	020200			ACM Waste Manifests, ACM Testing Results (Broken Up Per Property)			
28	020200						
29	020200			Salvage & Recycling Receipts (Broken Up Per Property)			

PROJECT: P1113-18

CLIENT: Division of Property Management and Construction

CONTRACTOR:

REVIEW CODE KEY:
APP = APPROVED
AAN = APPROVED AS NOTED
RFR = REJECTED
REJ = REJECTED
NR = NOT REVIEWED

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NOTES								
DATE			1	ŀ				
REVIEW CODE					emailed)			
DESCRIPTION	Compaction Testing Results (Broken Up Per Property)	Closeout Submittal DPMC 11 Final Invoice	Closeout Submittal DPMC 20 Final Contract Acceptance	Closeout Submittal DPMC 11-2a Certification of Prime Contractor	Closeout Submittal DPMC 20r(2) ORIGINAL Consent of Surety wiralsed seal (cannot be emailed)	Closeout Submittal DPMC 20d Certificate of Substantial Completion	Closeout Submittal One (1) Year Performance Warranty	
DATE								
REV.								0
SECTION #	312300	017800	017800	017800	017800	017800	017800	
TRACKING #	30	31	32	33	34	35	36	

DPMC / WJF Revised 12-08-14

MEMORANDUM

TO: Attendees

FROM: Michael A.J. Wolz, AIA, CSI, CCCA, LEED AP

DATE: January 6, 2015

SUBJECT: Demolition of Dwellings, DPMC Project P1113-18

Boroughs of Sayreville and Old Bridge, Middlesex County

Pre-Bid Meeting Minutes

Time & Place of Meeting: Tuesday, January 6, 2015 at 10:00 AM at 89 Weber Avenue

In Attendance: (See attached Sign-in Sheet)

Summary of Discussion:

On Tuesday, January 6, 2015, beginning at approximately 10:00 AM a Pre-Bid Meeting was held at 89 Weber Avenue in Sayreville, New Jersey for DPMC Project P1113-18. The purpose of the meeting was to present the scope of the work for construction of the project and discuss administrative details with all parties involved. The meeting proceeded as follows:

- 1. Mr. Fernandez requested that all bidders/contractors sign the pre-bid meeting sign-in sheet.
- 2. Refer to the attached agenda for a list of items discussed. In addition, the following items were stressed;
 - a. For MacArthur Avenue only, there are no hydrants available on the "even" side of the street. Hoses crossing MacArthur Ave on the surface of the pavement will not be allowed. Successful bidder to coordinate the running of a line beneath the surface of the street with the Sayreville Water Department
 - b. For the Post Bid Review meeting with the Apparent Low Bidder, Contractor is strongly reminded the presence of the Demo and ACM Abatement subs, along with their estimator(s)is mandatory. Should any of the required attendees not be in attendance, there shall be no post-bid review meeting and the apparent low bidder will not be awarded this contract
 - c. For the properties with FEMA oversight, in general, this requires the use of more careful means, utilizing smaller equipment, containing the demolition within the footprint of the building, and minimal disturbance to surrounding grounds contractor reminded that the requirements are addressed in more detail, and are found in the project specifications
- 3. Mr. Fernandez stated that the homes will be open for inspection until 2 PM immediately after this meeting, but there will be no other times before the bid when the interior of the homes will be accessible to the bidders.

- 4. Contractor questions asked in the course of the meeting and their responses are as follows:
 - Q1; Question asked by All Pro Management, Inc.; At 82 MacArthur Ave, only 20 If of calk in the basement was identified as requiring removal as hazardous material, please clarify.

Response; The material in question is only present along one wall, along the base, and is different from that used in the remainder of the basement (which has been found to be non-hazardous). The difference in material will be distinctly noticeable upon visual inspection.

Q2; Question asked by All Pro Management, Inc.;
At 47 Charles Street, the item is identified as "adjacent block", please clarify.

Response; The material in question is an interior crysotile block, in the kitchen area which will be clearly visible during a site walk through

Q3; Question asked by All Pro Management, Inc.; At 47 Charles Street, the item is identified as "adjacent block", please clarify.

Response; The material in question is an interior crysotile block, in the kitchen area which will be clearly visible during a site walk through

We believe the foregoing record to be an accurate summary of the meeting and related decision. We would appreciate notification of exceptions or corrections to these Minutes within five (5) days of receipt. Without notification, we will consider these minutes to be a record of fact.

Respectfully Submitted, Michael A.J. Wolz, AIA, CSI, CCCA, LEED AP The RBA Group

MW/kk (010615_Pre-Bid Meeting_P1113-18/Bidding/A473302/H)



PRE-BID MEETING SIGN-IN SHEET

PROJECT #:

P1113-18

PROJECT TITLE:

Demolition of Residential Dwellings

Sayreville Middlesex County

DATE & TIME:

1/06/15

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PRE-BID MEETING SIGN-IN SHEET

PROJECT #:

P1113-18

Demolition of Residential Dwellings

PROJECT TITLE:

1/06/15

DATE & TIME: Sayreville Middlesex County

2 of 3

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PRE-BID MEETING SIGN-IN SHEET

P1113-18

PROJECT#:

1/06/15 DATE & TIME: 3 of 3 Demolition of Residential Dwellings Sayreville Middlesex County PROJECT TITLE:

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REPRESENTATIVE (PRINT)					
COMPANY NAME (PRINT)					

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