



CENTRAL FILE	Project #	P1098-00
	Doc Index	500
	Contract #	CC01
	Doc Date	11-27-13

State of New Jersey

DEPARTMENT OF TREASURY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
TRENTON NJ 08625-0034

CHRIS CHRISTIE  
Governor

KIM QUADAGNO  
Lt. Governor

ANDREW P. SIDAMON-  
ERISTOF  
STATE TREASURER

STEVEN SUTKIN  
DIRECTOR

November 26, 2013

Flanagan's Contracting Group Inc.  
90 Old Camplain Road  
Hillsborough NJ 08844

Re: Project #P1098-00 - North Ferry Dock Repair, Liberty State Park  
Hudson County, Jersey City NJ  
Award Amount: \$799,442.00

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 120 calendar days of the date of this Notice to Proceed.

You have been authorized to proceed on November 27, 2013 with Non-Permit Activities.

Very truly yours,

Richard M. Ferrara  
Assistant Deputy Director  
Contracts and Procurement

et  
C

- E. Mulvan
- D. DeLuca
- L. Blackwell
- K. Smith
- T. Adams, Risk Mgt.
- J. Goleniecki
- T. Humes
- B. Coleman
- Central File

Receipt and Understanding is Hereby Acknowledged.

Signature

12/3/13  
Date



**State of New Jersey**

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

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

ANDREW P. SIDAMON-ERISTOF  
State Treasurer

STEVEN SUTKIN  
Director

November 12, 2013

Flanagan's Contracting Group Inc.  
90 Old Camplain Road  
Hillsborough NJ 08844

Re: Project #P1098-00 – North Ferry Dock Repair, Liberty State Park  
Hudson County, Jersey City NJ  
Award Amount: \$799,442.00

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 Monday, November 18, 2013 at 10:00 a.m. 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, ONE NAMING YOUR FIRM AS THE INSURED AND A SEPARATE OWNER'S AND CONTRACTORS PROTECTIVE LIABILITY POLICY NAMING THE STATE OF NEW JERSEY AS THE INSURED (SEE ARTICLE 13.14 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 Janet Goleniecki of this office at (609) 777-1796.

Very truly yours,

Richard M. Ferrara  
Assistant Deputy Director  
Contracts and Procurement

Note: 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 to 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 AGREEMENT, made this 27<sup>th</sup> day of November, 2013

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

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

FLANAGAN'S CONTRACTING GROUP INC.

(a corporation)

of 90 Old Camplain Rd., City of Hillsborough, County of Somerset, and State of New Jersey hereinafter called  
"Contractor". (FID# 222983603)

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.: **P1098-00-CC01**  
**NORTH FERRY DOCK REPAIRS**  
**LIBERTY STATE PARK**  
**HUDSON COUNTY - JERSEY CITY, NEW JERSEY**

LUMP SUM BID .....\$799,442.00

SPECIFICATIONS: Dated 08/2013 and are included as part of this contract.

UNIT PRICES: None

BULLETINS: "A" dated 10/24/13, has been acknowledged by the bidder included as part of this contract.

GEN.CONDITIONS: Dated April 1993, Amended January 1995, Supplementary Instructions to Bidders & General Conditions revised 03/18/2011, included as part of this contract.

DRAWINGS: 1 thru 10 dated 09/04/13, included as part of this contract.

\*Refer to Page 3.

hereinafter called the project, for the sum of **SEVEN HUNDRED NINETY NINE THOUSAND FOUR HUNDRED FORTY TWO** Dollars (**\$799,442.00**) 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 Civil Dynamics Inc., 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 120 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 \$400.00, 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.

"The Contractor shall comply with the provisions of Chapter 33, of Title 52 of the Revised Statutes (R.S. 52:33-1 et seq.) requiring that preference be given to the use of domestic materials or as same may be governed by Federal Law or Regulation".

This contractor shall conform to all provisions of "Law Against Discrimination" (P.L.1975,c.,127) and as provided shall:

"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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the 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 or sex;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."


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:

  
(Witness)

By

**DIVISION OF PROPERTY MANAGEMENT  
AND CONSTRUCTION**


  
RICHARD S. FLODMAND  
DEPUTY DIRECTOR  
(Title)

(Affix Corporate Seal)

  
(Witness)

By

**FLANAGAN'S CONTRACTING GP. INC.**

  
(Contractor)  
PRESIDENT  
(Title)

90 OLD CAMPLAIN ROAD  
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 P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any 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 a partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that partner's or shareholder's share of the payment due to the partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the 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 and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

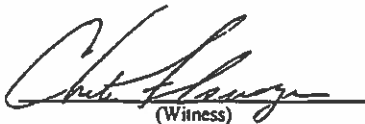
By signing this contract, I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

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


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

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

(Affix Corporate Seal)

  
(Witness)

By

FLANAGAN'S CONTRACTING GP. INC.  
(Contractor)  
  
PRESIDENT  
(Title)  
90 OLD CAMPLAIN ROAD  
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 November 13, 2013 and are included as part of this contract.

"THE MINORITY PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS 60% 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.,  
**October 31, 2013** 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)

*Haragan's Contracting Group, Inc.*  
*90 Old Campbell Road*  
*Hillsborough, NJ 08844*

PROJECT NO P1098-00  
PROJECT: North Ferry Dock Repairs at Liberty State Park  
LOCATION: Liberty State Park, Jersey City  
COUNTY: Hudson

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

Single Bid      \$ 799 442<sup>00</sup>  
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 (DPM&C) in one of the following trades: **Site Work (C054) or Bulkhead and Docks (C083)**

The proposal is based upon the bid documents listed below.

1. General Conditions dated April 1993, Amended January 1995; Supplementary Instructions to Bidders and General Conditions revised March 18, 2011
2. Specifications dated August 2013
3. Drawing(s)#: 1 thru 10 dated July 19, 2013 (Cover)  
August 14, 2013 (Latest Sheet Revision)

This project will be fully completed and ready for occupancy within 120 calendar days.

Liquidated Damages: 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 bid must accompany this proposal form.

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

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

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

The Contractor acknowledges receipt of the following Bulletins:

<u>BULLETIN NUMBER</u>	<u>DATE OF BULLETIN</u>
Bulletin A	10/24/13

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.

ELECTRICAL (C047)



NAME: Zsenak Electric Company INC

ADDRESS: 2626 EAST STATE STREET TRENTON NJ 08619

**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 at the site no later than thirty (30) calendar days after the receipt of a Notice to Proceed.

**BID SECURITY**

The attached bid bond in the sum of \$ 399,721<sup>00</sup> is to become the property of the State in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense incurred by the OWNER.



**CERTIFICATION**

I certify that the below named firm is classified by the Division of Property Management and Construction in the approved amount of \$ 15,000 for (trade) C-063-0083 until C-065-0086 (expiration date).  
11/9/11 - 11/8/13 and 11/9/13 - 11/8/15  
C-068-0088 C-066-0086  
C-069-0088 C-068-0088

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

Respectfully submitted,

(Seal-if Bid proposal is by a corporation)

By: FLANAGAN'S CONTRACTING GROUP INC  
(Name of Firm)

[Signature]  
(Signature)

Robert J. Flanagan President  
(Title)

90 Old Camplan Road  
(Business Street Address ONLY - No P O Box)

Hillsborough NJ Somerset 08544  
(City State County Zip)

Phone No. 908429 1400 Ext 1 or 2

Fax No. 908429 0211

FEDERAL IDENTIFICATION NO. [Redacted]

ANY CHANGE IN OWNERSHIP INFORMATION SINCE FILING YOUR REQUEST FOR CLASSIFICATION (FORM GSA-27)

YES

NO

IF YES, ATTACH EXPLANATION.

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

NON-COLLUSION AFFIDAVIT

PROJECT: North Ferry Dock Repairs  
Liberty State Park  
Jersey City NJ Hudson County

Bid Due Date October 31, 2013 02:00 PM

STATE OF NEW JERSEY |  
COUNTY OF Somerset | SS.

I, Robert J. Flanagan of the City of Middlesex  
in the County of Middlesex and the State of New Jersey

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

I am President  
of the firm of Flanagan's Contracting Group INC

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

[Signature]  
SIGNATURE OF PRINCIPAL

Subscribed and sworn to before me this 31<sup>st</sup> day  
of October 2013  
[Signature]  
Notary Public

My Commission expires CHRISTINE FLANAGAN  
ID # 2056115  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 2/3/2014

**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.

Public Law 2005, Chapter 92

Formerly: Executive Order 129

SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: FLANAGAN'S CONTRACTING GROUP INC

I hereby certify and say:

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

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

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

Bidder or Subcontractor	Description of Services	Performance Location(s) by Country
FLANAGAN'S CONTRACTING GROUP INC	Movers & Site Lighting	Liberty State Park USA
ZENAR ELECTRIC	ELECTRICAL	LIBERTY STATE PARK USA

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

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

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

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

Bidder: FLANAGAN'S CONTRACTING GROUP INC  
(Name of Organization or Entity)

By: [Signature]

Title: President

Print Name: Robert J. Flanagan

Date: 10/31/2013

**MANDATORY CONTRACT LANGUAGE**

**NOTICE OF ALL STATE VENDORS OF SET-OFF FOR STATE TAX**

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, 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 a 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 R.S. 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.

**EXHIBIT B**

**(Revised April 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**

**CONSTRUCTION CONTRACTS**

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

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

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

- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement, or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade. The State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to layoff some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards, in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
    - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractors shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies..
    - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination and maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
  - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Dept. of LWD, Construction EEO Monitoring Program upon request.

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

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

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

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)



#### ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the DPMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the DPMC no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17.27.

**AMERICANS WITH DISABILITIES ACTS**  
**State Contract Language**

Equal Opportunity for Individuals with Disabilities

The CONTRACTORS and the STATE do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 512101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE's grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE of its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR's obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

(Revised 4/10)

**EXHIBIT A**

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

**CONSTRUCTION CONTRACT AWARD SCHEDULE  
STATE OF NEW JERSEY  
DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION  
PO BOX 034, TRENTON, NEW JERSEY 08625-0034**

**Type II Project**

**PROJECT NUMBER:** **P1098-00**

**AWARD DATE:** *November 18, 2013*  
*Monday 10:00 a.m.*

**PROJECT/ LOCATION:** *North Ferry Dock Repairs at  
Liberty State Park  
Jersey City NJ  
Hudson County*

**A/E:** *Civil Dynamics Inc.  
PO Box 760  
Stockholm NJ 07460  
973-697-3496/1678 (fax)*

**CALENDAR DAYS:** **120**

NAME/ADDRESS/PHONE	IDENTIFICATION NUMBER	LIQUIDATED DAMAGES	AWARD AMOUNT
<i>Flanagan's Contracting Group Inc. 90 Old Camplain Road Hillsborough NJ 08844  908-429-1400 ext. 1 or 2 908-429-0211 (fax)</i>	[REDACTED]	<b>\$400.00</b>	<i>Bond#09090917 Fidelity &amp; Deposit Co of Maryland -Tower 1 1400 American Lane Schaumburg IL 60196  \$799,442.00</i>
	<b>C054, C083</b>	<i>Single Bid Lump Sum All Trades  Bulkhead + Docks</i>	
E. Mulvan D. DeLuca		<b>TOTAL CONTRACTS</b>	<b>TOTAL AWARD AMOUNT</b>
		<b>(1)</b>	<b>\$799,442.00</b>

<b>PERMITS MALIED TO CONTRACTOR:</b>	<b>PERMITS RETURNED FROM CONTRACTOR:</b>
<b>11-13-13</b>	<b>11-25-13</b>
<small>(date)</small>	<small>(date)</small>

<b>Comments:</b>
<i>Reco - 11-08-13</i>
<i>Permits - 11-26-13 - to DCA for Approval</i>
<i>Contract date - 11-27-13</i>
<i>Notice to Proceed - 11-27-13</i>