



State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-
ERISTOF
STATE TREASURER

STEVEN SUTKIN
DIRECTOR

March 2, 2015

H&S Construction & Mechanical Inc.
721 Bayway Avenue
Elizabeth NJ 07202

Re: Project # P1107-00 – Interior & MEP Restoration – CRRNJ Terminal Building
Liberty State Park - Hudson County, Jersey City NJ
Award Amount: \$7,924,000.00

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

You have been authorized to proceed on March 2, 2015 with Non-Permit Activities.

Very truly yours,

Richard M. Ferrara
Assistant Deputy Director
Contracts and Procurement

Et

- | | | |
|---|----------------------|----------------|
| C | D. Juechter | J. DeAngelo |
| | B. Byster | B. Mahan |
| | G. Tassi | T. Humes |
| | K. Smith | B. Coleman |
| | J. Langsdorf | D. DeLuca, DEP |
| | M. Mochel, Risk Mgt. | |
| | Central File | |

Receipt and Understanding is Hereby Acknowledged.

Signature

3-2-2015

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

February 26, 2015

H&S Construction & Mechanical Inc.
721 Bayway Avenue
Elizabeth NJ 07202

Re: Project #P1107-00 – Interior & MEP Restoration – CRRNJ Terminal Building
Liberty State Park - Hudson County, Jersey City NJ
Award Amount: **\$7,924,000.00**

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 **Monday, March 2, 2015 at 10:00 a.m.** in the Division of Property Management and Construction, 33 West State Street, 9th Floor, Trenton, New Jersey.

Enclosed are the original and three copies of the formal contract to be signed by an official of the firm and witnessed by a staff member. Affix Corp. Seal if required. Contracts must be presented with properly executed performance and payment bonds using the enclosed sample forms (**submit two originals of each bond**).

ONE INSURANCE CERTIFICATE MUST BE PRODUCED NAMING YOUR FIRM AS THE INSURED AND LISTING 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) 633-3984.

Very truly yours,

Richard M. Ferrara
Assistant Deputy Director
Contracts and Procurement

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

PROJECT NUMBER: P1107-00

AWARD DATE: *March 2, 2015*
10:00 a.m., Monday

PROJECT/ LOCATION: *Interior & MEP Restoration
CRRNJ Terminal Building
Liberty State Park
Hudson Co. Jersey City NJ*

A/E: *STV Architects Inc.
225 Park Avenue South
New York NY 10003
609-433-9061
212-529-5237 (fax)*

CALENDAR DAYS: 180

NAME/ADDRESS/PHONE	IDENTIFICATION NUMBER	LIQUIDATED DAMAGES	AWARD AMOUNT
H&S Construction & Mechanical Inc. <i>721 Bayway Avenue Elizabeth NJ 07202</i> <i>908-352-4345/0644 (fax)</i>	[REDACTED]	\$3,962.00	<i>Bond#0652790 International Fidelity Ins Co 1 Newark Ctr. 20th Fl. Newark NJ 07102-5207</i> \$7,924,000.00
	TRADE CODE	TRADE	
	C008 C024	Single Bid Lump Sum All Trades Gen. Construction	
		TOTAL CONTRACTS	TOTAL AWARD AMOUNT
D. Juechter B. Byster D. DeLuca, UA		(1)	\$7,924,000.00

PERMITS MALIED TO CONTRACTOR:	PERMITS RETURNED FROM CONTRACTOR:
2-26-15	
(date)	(date)

Comments:
Reco – 02-27-15

Permits – 2-26-15 to Contractor to Complete + Return

Contract date – 03-02-15

Notice to Proceed – 03-02-15

CONTRACT

THIS AGREEMENT, made this 2nd day of March, 2015

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

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

H&S CONSTRUCTION & MECHANICAL INC.

(a corporation)

of 721 Bayway Avenue, City of Elizabeth, County of Union, and State of New Jersey hereinafter called
"Contractor". (FID# 222978061)

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.: **P1107-00-CC01**
INTERIOR & MEP RESTORATION
CRRNJ TERMINAL BUILDING
LIBERTY STATE PARK
HUDSON COUNTY - JERSEY CITY, NEW JERSEY

LUMP SUM BID\$7,924,000.00

SPECIFICATIONS: Dated 12-2014 and are included as part of this contract.

UNIT PRICES: All Unit Prices have been rejected, included as part of this contract.

ALLOWANCES: Submitted on page 7 of the bid proposal included as part of this contract.

BULLETINS: "A" dated 01-14-15, "B" dated 01-21-15, "C" dated 01-26-15, "D" dated 02-18-15, 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: total of 125 pages dated 12-30-14, included as part of this contract.

POST BID REVIEW

CERTIFICATION: Dated 02-26-15 and included as part of this contract.

*Refer to Page 3.

hereinafter called the project, for the sum of **SEVEN MILLION NINE HUNDRED TWENTY FOUR THOUSAND Dollars (\$7,924,000.00)** 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 STV Architects 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 180 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 \$3,962.00, 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:



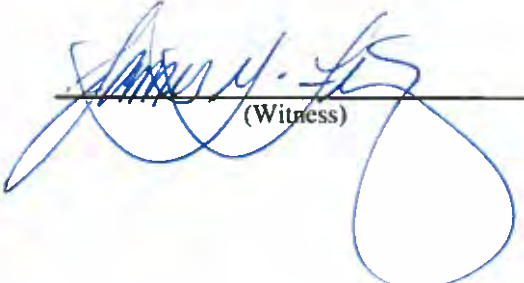
(Witness)

**DIVISION OF PROPERTY MANAGEMENT
AND CONSTRUCTION**
By 

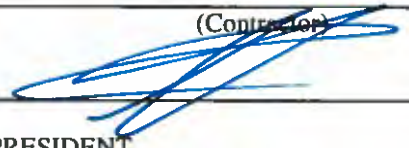
RICHARD S. FLODMAND
DEPUTY DIRECTOR

(Title)

(Affix Corporate Seal)



(Witness)

H&S CONSTRUCTION & MECHANICAL INC.
(Contractor)
By 

PRESIDENT

(Title)
721 BAYWAY AVE., ELIZABETH NJ 07202

(Address)

WARRANTY:

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

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

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

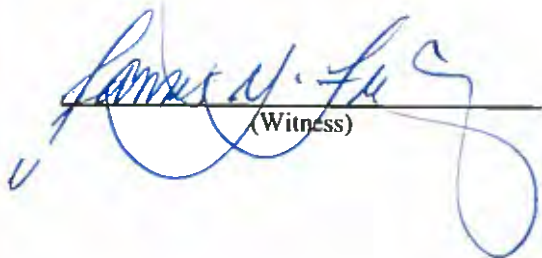
By signing this contract, I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

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

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

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

(Affix Corporate Seal)



(Witness)

By

H&S CONSTRUCTION & MECHANICAL INC.

(Contractor)

PRESIDENT

(Title)

721 BAYWAY AVE., ELIZABETH NJ 07202

(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 February 27, 2015 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.,
2/24/2015 after which time the bid proposals will be publicly opened and read.

FIRM NAME: H&S Construction & Mechanical
721 Bayway Avenue
Elizabeth, NJ 07202
(Please Type or Print)
(Business Street Address ONLY - No P O Box)

PROJECT NO P1107-00
PROJECT: Interior and MEP Restoration
LOCATION: CRRNJ Terminal Building, Liberty State Park, 1 Audrey Zapp Drive, Jersey City
COUNTY: Hudson County

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

Single Bid \$ 7,924,000.00
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 Historical Restoration (C024)

The proposal is based upon the bid documents listed below.

- 1. General Conditions dated: Revised May 2014.
- 2. Specifications dated: December 2014
- 3. Drawing(s)#: 125 pages total Dated: 12/30/2014

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

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

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

Submit only one bid proposal and bid bond form.

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

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

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

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

The Contractor acknowledges receipt of the following Bulletins:

<u>BULLETIN NUMBER</u>	<u>DATE OF BULLETIN</u>
Bulletin "A"	1/14/2015
Bulletin "B"	1/21/2015
Bulletin "C"	1/26/2015
Bulletin "D"	2/18/2015

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.

STRUCTURAL STEEL / ORNAMENTAL IRON (C029)

✓ NAME: JHDS LLC
ADDRESS: 107 Beaverbrook Road, Ste 3, Lincoln Park, NJ 07035

PLUMBING (C030)

✓ NAME: H&S Construction & Mechanical
ADDRESS: 721 Bayway Aveue, Elizabeth, NJ 07202

PROJECT NO.: P1107-00

✓ **HEATING, VENTILATION & AIR CONDITIONING REFRIGERATION (C032)**

NAME: _____
H&S Construction & Mechanical

ADDRESS: _____
721 Bayway Aveue, Elizabeth, NJ 07202

ELECTRICAL (C047)

NAME: _____
Arco Construction Group, Inc.

ADDRESS: _____
22-24 South Seventh Street, Elizabeth, NJ 07206

✓ **ROOFING - MODIFIED BITUMEN MEMBRANE (C068)**

NAME: _____
Prayco

ADDRESS: _____
245 Wescott Drive, Rahway, NJ 07065

✓ **HISTORICAL RESTORATION (C024)**

NAME: _____
Alimi Builders

ADDRESS: _____
637 Wyckoff Ave. Ste 231, Wyckoff, NJ 07481

UNIT PRICES

- (a) Unit Prices govern addition to or deduction from quantity included in the bid proposal and amounts actually installed on job.
- (b) Unit prices shall include all labor, materials, equipment, bailing, shoring, removal, landscaping, testing, as-built drawings, warranties, supervision, overhead, profit, insurance, bond, etc.
- (c) The DIRECTOR's representative shall verify all quantities.
- (d) Changes shall be processed in accordance with the General Conditions, "CHANGES IN THE WORK".
- (e) There shall be no more than a five percent (5%) differential between add and deduct unit prices.

<u>UNIT PRICES ITEM #</u>	<u>DESCRIPTION OF ITEM</u> SECTION 012221 – Unit Prices for Fire Protection Piping	<u>TRADE AFFECTED</u>	<u>PAY UNIT</u>	<u>UNIT PRICES</u>	
				<u>ADD</u>	<u>DEDUCT</u>
A.	Provide Schedule 40 Black Steel Pipe and Hangers	Fire Protection	LF	\$ 120.00	
B.	Provide Schedule 10 Black Steel Pipe and Hangers	Fire Protection	LF	\$ 115.00	
C.	Provide Schedule 40 Galvanized Steel Pipe and Hangers	Fire Protection	LF	\$ 150.00	
D.	Provide Schedule 10 Galvanized Steel Pipe and Hangers	Fire Protection	LF	\$ 145.00	
E.	Gate Valves (U.L. and F.M. listed)	Fire Protection	Ea.	\$ 3000.00	
F.	Pressure Reducing Valves (PRV)	Fire Protection	Ea.	\$ 700.00	
G.	Check Valves (U.L. and F.M. listed)	Fire Protection	Ea.	\$ 3000.00	
H.	Butterfly Valves (U.L. and F.M. listed) with Tamper Switch	Fire Protection	Ea.	\$ 1500.00	
I.	Water Flow Detectors	Fire Protection	Ea.	\$ 600.00	
J.	Sprinkler Heads: Install with 10 feet of pipe and necessary elbows and hangers	Fire Protection	Ea.	\$ 550.00	
K.	Sprinkler Rig: Consisting of Valve and	Fire Protection	Ea.	\$ 2500.00	

Tamper Switch, Waterflow Detector,
Pressure Gauge, Inspector Test
Assembly

L.	Dry Valves	Fire Protection	Ea.	<u>\$ 6500.00</u>
M.	Core Drill: Core Drill Holes in Slab. Cost Includes Firestopping and Plugging as Required	Fire Protection	LF	<u>\$ 500.00</u>
N.	Additional Cost For Repair and Replace Above Ceiling Grid (cost to include removal and reinstallation or replacement of existing acoustical suspended ceiling).	Fire Protection	SQ FT	<u>\$ 24.00</u>
O.	Additional Cost For Repair and Replace Above Gypsum Board Ceiling (cost to include removal and replacement of existing gypsum board ceiling).	Fire Protection	SQ FT	<u>\$ 55.00</u>
P.	Additional Cost For Repair and Replace Behind Walls (cost to include wall removal and repairs, finishing and painting).	Fire Protection	SQ FT	<u>\$ 125.00</u>
Q.	Additional Cost For Repair and Replace at Concrete Slab (cost to include concrete slab demo, excavation, backfill and concrete slab repairs)	Fire Protection	SQ FT	<u>\$ 300.00</u>
R.	Additional Cost For Repair and Replace at Crawlspace	Fire Protection	SQ FT	<u>\$ 1500.00</u>

<u>UNIT PRICES</u> <u>ITEM #</u>	<u>DESCRIPTION OF ITEM</u> SECTION 012222 - Unit Prices for Plumbing Piping	<u>TRADE AFFECTED</u>	<u>PAY UNIT</u>	<u>UNIT PRICES</u>	
				<u>ADD</u>	<u>DEDUCT</u>
A.	Cast Iron Pipe and Hangers	Plumbing	LF	<u>\$ 100.00</u>	
B.	Ductile Iron Pipe and Hangers	Plumbing	LF	<u>\$ 200.00</u>	
C.	Copper Pipe (type K) and Hangers	Plumbing	LF	<u>\$ 140.00</u>	
D.	Copper Pipe (type L) and Hangers	Plumbing	LF	<u>\$ 125.00</u>	
E.	Schedule 40 Steel Pipe with Factory Applied Coating, Wrapping and Hangers	Plumbing	LF	<u>\$ 140.00</u>	

F.	Gate Valves	Plumbing	Ea.	<u>\$ 3000.00</u>	
G.	Ball Valves	Plumbing	Ea.	<u>\$ 1500.00</u>	
H.	Cellular Glass Insulation Thickness 1"	Plumbing	LF	<u>\$ 95.00</u>	
I.	Flexible Elastomeric Insulation Thickness 1"	Plumbing	LF	<u>\$ 30.00</u>	
J.	Foamglas with Pittwrap and Metal Jacketing Insulation Thickness 2"	Plumbing	LF	<u>\$ 120.00</u>	
K.	Core Drill: Core Drill Holes in Slab. Cost Includes Firestopping and Plugging as Required	Plumbing	Ea.	<u>\$ 500.00</u>	
L.	Additional cost to remove, repair and replace above acoustical suspended ceiling grid (cost to include removal and reinstallation or replacement of existing acoustical suspended ceiling).	Plumbing	SQ FT	<u>\$ 24.00</u>	
M.	Additional cost for repair and replace above gypsum board ceiling (cost to include removal and replacement of existing gypsum board ceiling).	Plumbing	SQ FT	<u>\$ 55.00</u>	
N.	Additional cost for repair and replace behind walls (cost to include wall removal and repairs, finishing and painting).	Plumbing	SQ FT	<u>\$ 125.00</u>	
O.	Additional cost for repair and replace at concrete slab (cost to include concrete slab demo, excavation, backfill and concrete slab repairs)	Plumbing	SQ FT	<u>\$ 300.00</u>	
P.	Additional cost for repair and replace in crawlspace	Plumbing	SQ FT	<u>\$ 500.00</u>	

NOTE: If the unit prices are left blank, the bid may be deemed non-responsive if the omission is determined by the State to be material to the bid. The bidders should enter a dollar amount, "0" or "No Change".

ALLOWANCES

The following allowances have been included in this proposal.

	<u>Description (Specification section)</u>	<u>TRADE(S)</u>	<u>Amount</u>
1.	Per Section (012100-1.9) - Allowance for Plumbing and Fire Protection repair work	Plumbing	<u>\$ 150,000.00</u>
2.	Per Section (012100-1.10) – Special Inspection Allowance including the cost of engaging testing agencies, actual tests and inspections	All Trades	<u>\$ 50,000.00</u>
3.	Allowance for elevator cab interior renovation, see elevator spec	Elevator	<u>\$20,000.00</u>

PROJECT NO.: P1107-00

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.

PROJECT NO.: P1107-00

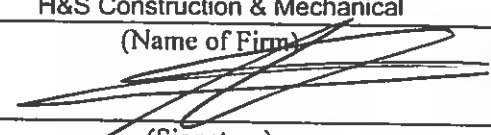
CERTIFICATION

I certify that the below named firm is classified by the Division of Property Management and Construction in the approved amount of \$ 50,000,000.00 for (trade) C043, C008, C039, C030, C046, & C045 until March 30, 2016 (expiration date).


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

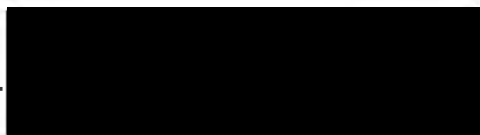
Respectfully submitted,

(Seal-if Bid proposal is by a corporation)

By: H&S Construction & Mechanical
(Name of Firm)

(Signature)
President
(Title)
721 Bayway Avenue
(Business Street Address ONLY - No P O Box)

<u>Elizabeth</u>	<u>NJ</u>	<u>Union</u>	<u>07202</u>
(City)	State	County	Zip)

Phone No. (908) 352-4345
Fax No. 

Federal Identification No. 

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

Yes

No

If yes, attach explanation.

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

NON-COLLUSION AFFIDAVIT

PROJECT: P1107-00 Interior and MEP Restoration
CRRNJ Terminal Building, Liberty State Park, Jersey City, NJ
Hudson County

Bid Due Date 2/24/2015 02:00 PM

STATE OF NEW JERSEY |
| SS.
COUNTY OF Morris |

I, Daniel Hernandez of the City of Whippany
in the County of Morris 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 H&S Construction & Mechanical

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


SIGNATURE OF PRINCIPAL

Subscribed and sworn to before me this 24th day
of February 20 15,


Notary Public

My Commission expires June 10, 2019.

RECEIVED
DPMC

Public Law 2005, Chapter 92
Formerly: Executive Order 129

2015 FEB 25 11:34

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: H&S Construction & Mechanical

I hereby certify and say:

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

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

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

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
JHDS LLC	Structural Steel	Terminal Bldg - Liberty State Park
H&S Constuction & Mechanical	Plumbing & HVAC	Terminal Bldg - Liberty State Park
Arcs Construction Group	Electrical	Terminal Bldg - Liberty State Park
Pravco	Roofing	Terminal Bldg - Liberty State Park
Alimi Builders	Historical Restoration	Terminal Bldg - Liberty State Park

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: H&S Construction & Mechanical
[Name of Organization or Entity]

By: _____

Title: President

Print Name: Daniel Hernandez

Date: February 24, 2015

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

BIDDER H&S Construction & Mechanical

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

List Additional Activities on Separate Sheet

PROJECT NO.: P1107-00

P.L. 2012 c. 25

CERTIFICATION: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Daniel Hernandez Signature: 

Title: President Date: President

ORIGINAL



CONTRACTOR'S POST BID REVIEW INTERVIEW & CERTIFICATION

DPMC PROJECT NUMBER: P1107-00

PROJECT NAME: Interior and MEP Restoration

PROJECT ADDRESS: CRRNJ Terminal Building, Liberty State Park, 1 Audrey Zapp Drive, Jersey City, NJ

MEETING DATE: 2/26/15

MEETING TIME: 10:00AM

MEETING LOCATION: DPMC Offices, 20 West State Street, Trenton, NJ

INVITED: _____ REPRESENTING: _____ CONTACT: _____

SEE ATTACHED SIGN IN SHEET

PURPOSE: _____

- This Post Bid Review Interview with the apparent low bidder (Contractor) for the project is to confirm the Contractor's understanding of 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
 - b. Agenda
 - c. Sign-in sheet
- 3) 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 **P1107-00 Interior & MEP Restoration** including Specs dated (December, 2014), Drawings

dated (12/30/14) and Bulletins as listed below and that these documents constitute the Contract Documents :

- i. Bulletin A dated 1/14/15
- ii. Bulletin B dated 1/21/15
- iii. Bulletin C dated 1/26/15
- iv. Bulletin D dated 2/18/15

Response: YES

Signed: 

4) **Award:** The Contractor confirms that the following Base Bid, Unit Prices and Allowances were submitted in their bid submission. The Contractor also understands that their Awarded Contract will be based upon the Base Bid. (Note: the Base Bid, Unit Prices and Allowances are reviewed in detail in Item 14)


a) **Base Bid:** The Contractor confirms that the following Lump Sum Base Bid Amount was included in their bid submission:

i. Single Lump Sum Base Bid \$7,924,000.00

Response: YES


Signed: 

b) **Unit Prices:** The Contractor confirms that the following Unit Prices were included in their bid submission. The Contractor further agrees that the A/E and/or DPMC may, if necessary, negotiate these prices and that the agreed upon Negotiated Unit Price will be included as part of their Contract. The Contractor agrees to use the Negotiated Unit Price for the completion of the Work.

Description (FP Piping)	Unit Price Submitted	Unit Price Negotiated
Unit Price A	\$120.00 LF	<u>REJECTED</u> <u>BY DPMC</u>
Unit Price B	\$115.00 LF	
Unit Price C	\$150.00 LF	
Unit Price D	\$145.00 LF	
Unit Price E	\$3,000.00 Ea.	
Unit Price F	\$700.00 Ea.	
Unit Price G	\$3000.00 Ea.	
Unit Price H	\$1,500.00 Ea.	
Unit Price I	\$600.00 Ea.	
Unit Price J	\$550.00 Ea.	
Unit Price K	\$2,500.00 Ea.	

Unit Price L	\$6,500.00 Ea.	REJECTED BY DPMC ↓
Unit Price M	\$500.00 LF	
Unit Price N	\$24.00 Sq. Ft.	
Unit Price O	\$55.00 Sq. Ft.	
Unit Price P	\$125.00 Sq. Ft.	
Unit Price Q	\$300.00 Sq. Ft.	
Unit Price R	\$1,500.00 Sq. Ft.	

Description (Plumbing Piping)	Unit Price Submitted	Unit Price Negotiated
Unit Price A	\$100.00 LF	REJECTED BY DPMC ↓
Unit Price B	\$200.00 LF	
Unit Price C	\$140.00 LF	
Unit Price D	\$125.00 LF	
Unit Price E	\$140.00 LF	
Unit Price F	\$3,000.00 Ea.	
Unit Price G	\$1,500.00 Ea.	
Unit Price H	\$95.00 LF	
Unit Price I	\$30.00 LF	
Unit Price J	\$120.00 LF	
Unit Price K	\$500.00 Ea.	
Unit Price L	\$24.00 Sq. Ft.	
Unit Price M	\$55.00 Sq. Ft.	
Unit Price N	\$125.00 Sq. Ft.	
Unit Price O	\$300.00 Sq. Ft.	
Unit Price P	\$500.00 Sq. Ft.	

Response: 

Signed: 

c) Allowances: The Contractor confirms that the following Allowance(s) is included in the bid submission:

Description	Amount	
Allowance #1	\$150,000.00	DH
Allowance #2	\$50,000.00	DH
Allowance #3	\$20,000.00	DH

5) Trades: The Contractor confirms the following trades will be working on the project:

T0506-00
7/30/14

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.

- i. Steel JHDS LLC
- ii. HVAC H&S Construction & Mechanical (self)
- iii. HVAC H&S Construction & Mechanical (self)
- iv. ~~Electric~~ ^{PLUMBING} Arco Construction Group. Inc.
- v. Roofing Pravco
- vi. Hist. Res. Alimi Builders

Response: YES

Signed: 

b. Additional Major Subcontractors: The Contractor confirms that the following additional contractors will be working on the job. The Contractor understands that unless otherwise specified, they may substitute other subcontractors for these trades.

- i. Remediation: A.M.S.
- ii. N/A
- iii. N/A

Response: YES

Signed: 

6) Scope 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: _____

- c. **Mobilization:** Upon execution of the contract and issuance of a Notice to Proceed, the Contractor is prepared to immediately mobilize and begin work.

Response: YES

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 project meetings including the pre-construction meeting. This superintendent may be a "working" superintendent.

Response: YES

Signed: _____

- e. **Substitutions:** Contractor affirms that this bid is not based upon substitutions of any products specified in the Contract Documents.

Response: YES

Signed: _____

- f. **Sole Source:** The Contractor is aware of the following sole source item that are included in the base bid.

- i. BEGA Lighting – Wall mounted light fixtures (3)
- ii. N/A
- iii. N/A

- 7) **Schedule** The Contractor is aware of the following schedule requirements:

- a. Requirement for Payment: As per Bulletin D, an approved, current bar schedule is required with the submission of each payment application. Applications will be considered incomplete without this document and will be rejected for payment.
- b. Bi-Weekly Submission: As per Bulletin D, a current bar schedule is required at all biweekly project meetings.
- c. Contract Time: 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 **180 calendar days** from the State's issuance of a Notice to Proceed.
- d. Substantial Completion: the Contractor understands that Substantial Completion must occur within the Contract Time. The Contractor also confirms that in addition to all of the requirements for Substantial Completion listed in the specifications, including a DCA sign off i.e. CofA or CofO, the project will not be considered substantially complete until all required warranties, owner training, owner's manuals and maintenance manuals have been delivered to and accepted by the A/E and the State.

Response: YES

Signed: 

8) Execution of the Work: The Contractor understands the following concerning the execution of the work:

- a. The site will remain fully operational throughout the duration of the project.
- b. The Contractor is responsible to locate and mark existing utilities on the property. If the local utilities are not involved, the Contractor shall use his own forces. Otherwise, the Contractor shall contact the local utility companies at the outset of the project for coordination of the work and service upgrades.
- c. Utility shutdowns and interruptions to service once power is restored along with deliveries, etc. must be approved by and coordinated with the DPMC and the Client.
- d. Provisions for watchmen duties are the sole responsibility of the Contractor, and shall be made as required to insure safety – especially during non-working hours.
- e. Working hours shall be proposed by the Contractor and approved by DPMC and Client Agency. Securing the premises during non-working hours will be the responsibility of the Contractor.
- f. The Contractor will be required to use all appropriate DPMC forms during the construction process. These forms are available on the 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: YES

Signed: _____


9) **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.)

a) Performance and Payment Bond

Response: YES

Signed: _____


10) **UCC Permit Status:** 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 along with a Letter of Intent to Award the Contract.
- b. The Contractor shall return the Tech Sheets to the State with the appropriate signatures and seals either at the Contract Award Meeting, or within a maximum of 10 days after the Award Meeting.
- c. DPMC will submit the fully executed Tech Sheets to the DCA for their issuance of a UCC Building Permit(s). When issued, DPMC will deliver the Building Permit to the Contractor.
- 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 not authorized to perform Work governed by the UCC Permit until it is issued by DCA and received by the Contractor.

Response: YES

Signed: _____


11) **Pre-Construction Meeting:** The Contractor and the named sub-contractors understand that they will attend a Pre-Construction meeting at a date to be determined by the DPMC construction manager. Unless otherwise specified, this meeting will occur within a few days of the Award Meeting and will be considered the first project meeting:

Response: YES

Signed: _____


12) The Submittal Process: 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 **14 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 pre-construction 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. **(Review Specs & Drawings with Contractor)**

Response: yes

Signed: 

14) Comparison of the Bid Submission with the Consultant's Estimate by CSI Division: The Contractor confirms that their bid submission; Base Bid, Allowances and Unit Prices, accurately reflect the Scope of the Work as defined by the Contract Documents:

- i. Review of the Base Bid
- ii. Review of the Allowances
- iii. Review of Unit Prices

Response: yes

Signed: 

CERTIFICATION

I DANIEL HERNANDEZ, PRESIDENT as authorized
(Name and Title of Bidder's Representative - print)

signatory for HCS CONSTRUCTION & MGMT. INC hereby confirm
(Company Name - print)

that the bid submitted by this Company is complete; that said Company is not requesting to modify or withdraw their submitted bid; and that the statements made during this Post Bid Interview are true and accurate.

Furthermore, by my signature below, I attest that said Company is prepared to enter into a contract for this project and execute the Work in conformance with the Contract Documents, administrative contract requirements, governing codes and regulations.


(Signature of Bidder's Representative)

2-26-2015
Date

Witnessed by:

William Byster
DPMC Representative (print)

AMB 2/26/15
Signature / Date

EXHIBIT B

(Revised December 2010)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

ANTIDISCRIMINATION PROVISIONS

Mandatory Language

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

The contractor agrees that:

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

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

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

ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

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

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

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

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

AMERICANS WITH DISABILITIES ACTS
State Contract Language

Equal Opportunity for Individuals with Disabilities

The **CONTRACTORS** and the **STATE** do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 **U.S.C.** S12101 **et. seq.**), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the **STATE** pursuant to this contract, the **CONTRACTOR** agrees that the performance shall be in strict compliance with the Act. In the event that the **CONTRACTOR**, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the **CONTRACTOR** shall defend the **STATE** in any action or administrative proceeding commenced pursuant to this Act. The **CONTRACTOR** shall indemnify, protect, and save harmless the **STATE**, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The **CONTRACTOR** shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the **STATE**'s grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **STATE** which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the **STATE** or if the **STATE** incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the **CONTRACTOR** shall satisfy and discharge the same at its own expense.

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

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

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

(Revised 4/10)

EXHIBIT A

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