

REQUEST FOR PROPOSAL

The State of New Jersey, Department of Environmental Protection, Natural and Historic Resources is soliciting bids for the following:

Project: New Breakwaters on the North & South side of the launch ramp.

Location: Leonardo State Marina, Leonardo, NJ

in accordance with attached: PLANS SPECIFICATIONS OTHER

SECTION A

INSTRUCTIONS TO BIDDERS

Bids must be received by the Department of Environmental Protection, Natural and Historic Resources on or before 2 P.M. on **October 3, 2013**.
 Any Bidder desiring to tender a responsible bid must acquaint himself with the site conditions and carefully examine the bidding documents.
 Bids shall be forwarded, in the envelope provided. Unsigned bids will be considered as non-responsive. Omission of the contractor's registration will be considered as a non-responsive bid. A copy of the business registration should be submitted with the bid. Facsimile transmissions will not be accepted.
 Provided below are information and declaration Sections C and D, to be completed by the Bidder. Execute the Bidder's portion of Section E.
 Upon award, the successful Bidder will receive a fully endorsed copy of this document accompanied by an invoice voucher. The invoice is to be completed upon completion of the job and returned to the same address.

SECTION B

CONDITIONS OF CONTRACT

The signature of the Bidder or his authorized representative in Section E on this document shall constitute an agreement to abide by the declaration and conditions of the contract contained herein and with the plans and specifications provided.
 This document, together with project plans and specifications, as well as the State of New Jersey Delegated Purchasing Authority Terms and Conditions becomes the contract when and if the Cost Declaration is accepted by the State of New Jersey, Department of Environmental Protection, Natural and Historic Resources. The signature of the Approving State Officer shall constitute such acceptance. The State of New Jersey, through the Approving State Officer, reserves the right to reject all bids.
 The prices quoted on this document shall remain firm for sixty (60) days after the bid due date.
 The contractor shall procure and maintain for the life of this contract Workman's Compensation, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance as required by applicable New Jersey statutes.
 All material and workmanship shall be guaranteed by the contractor for one year from the date of acceptance by the Approving State Officer. The contractor shall supply all applicable manufacturer's guarantees and warranties prior to submitting final invoice.
 The contractor agrees that he and/or his subcontractors will abide by the provisions of NJSA 10:2-1 through 10:2-4 dealing with the discrimination in employment on public contracts and all associated rules and regulations.
 The contractor agrees to abide by the N. J. Prevailing Wage Act, PL1963, C150, and the rates in effect for the geographical location of this project, the Public Works Contractor Registration Act, PL1999, C238, registration with the Department of Treasury, Division of Revenue, PL2001, C134, Restrictions on Political Contributions, PL2005, C51 and Source Disclosure Certification PL2005, C92.

SECTION C

BUSINESS INFORMATION

Name: _____
 Address: _____
 Federal Identification No.: _____ Telephone No. _____
 Business Enterprise: (Check all that apply) Minority Women Small Business (100 or less full-time employees)

SECTION D

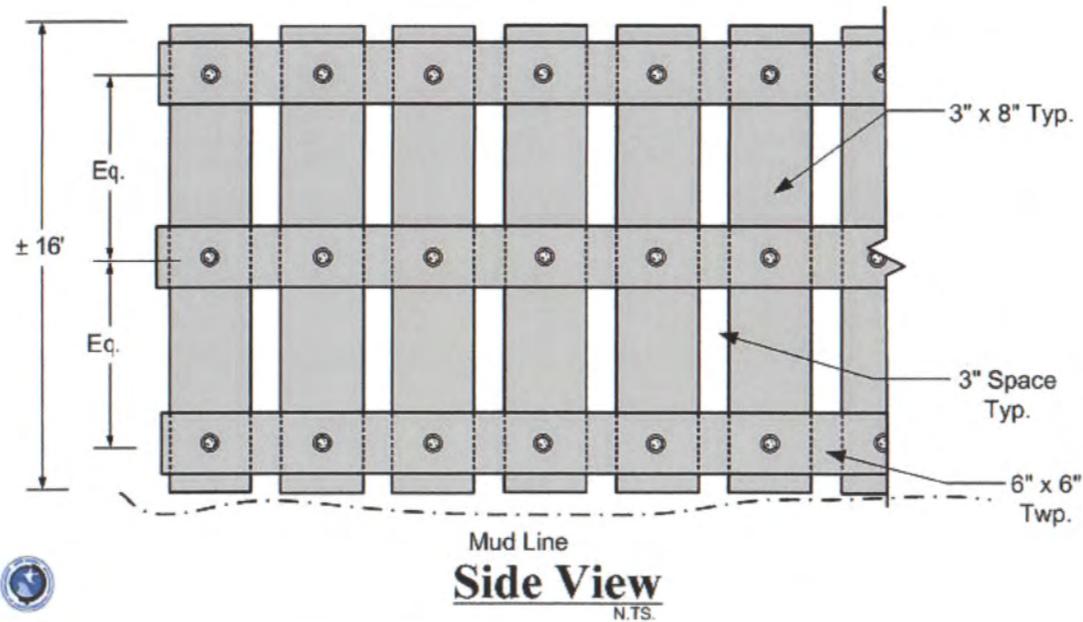
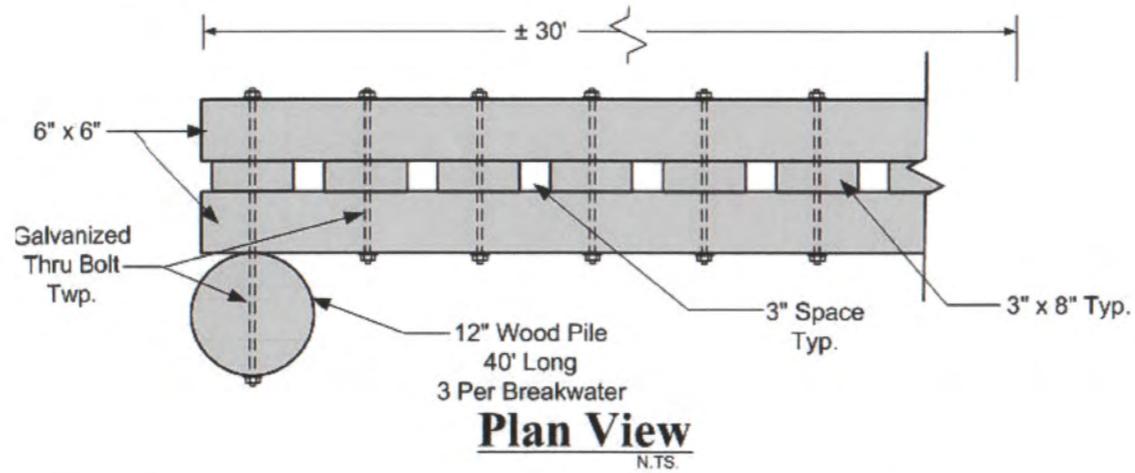
COST DECLARATION

Provide all labor, materials, equipment and construction supervision to install new breakwaters located within Leonardo State Marina as per the plans & specs.
 Lump Sum Bid: \$ _____

SECTION E

ENDORSEMENTS

I, _____ <small>Print Name and Title</small> submit the Cost Declaration and agree to the terms as stated herein. _____ <small>Signature</small>	The State of New Jersey, Department of Environmental Protection accepts the Cost Declaration in Section D. _____ <small>Approving State Officer</small>
_____ <small>Date</small>	_____ <small>Date</small>



Site Plan
N.T.S.

Leonardo State Marina New Breakwaters



TECHNICAL PLANS & SPECIFICATIONS

NEW BREAKWATERS
LEONARDO STATE MARINA
LEONARDO, NJ

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION, COMMISSIONER
BOB MARTIN
NATURAL & HISTORIC RESOURCES, ASSISTANT COMMISSIONER
RICHARD BOORNAZIAN



PREPARED FOR:

THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NATURAL AND HISTORIC RESOURCES

PREPARED BY:

THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF RESOURCE DEVELOPMENT

DEP PROJECT #: NHR 15-14

AUGUST 22, 2013

INSTRUCTIONS TO BIDDERS

1. BID

- A. Sealed bids for the work described herein will be received by the Office of Resource Development located at 275 Freehold – Englishtown Road, Englishtown, New Jersey 07726.
- B. Bids are to be submitted on "Request for Proposal" form, herewith provided. Bids not submitted on this form and in accordance with the instructions contained therein shall be considered non-responsive and shall be rejected. Bids submitted without a signature endorsement shall also be considered non-responsive. Facsimile submittals will not be accepted. Completed "W-9 Vendor Questionnaire", Ownership Disclosure, MacBride Principles, Affirmative Action, "PL2005, Chapter 51 and PL2005, Chapter 29" forms, herewith provided must also be submitted with the bid. Copy of the contractor's registration certificate shall be provided with the bid. It is recommended that a copy of the business registration certificate is provided with the submitted bid.
- C. Bidders shall submit a lump sum base bid for the entire work described herein. The amount shall be entered on the "Request for Proposal" form, where the appropriate description has been provided. Bids shall reflect the equipment and/or material(s) specified. Substitution shall only be considered after completion of the bidding process. Substitution requirements are explained on Page GC-3.
- D. Bids must be received and time-stamped by the Office of Resource Development before the closing date and time, as stated on the "Request for Proposal" form. Bidders are cautioned that reliance on mail carriers for timely delivery of bids is at the bidder's risk. Bids received and time-stamped after the prescribed time will be considered non-responsive.
- E. To facilitate award of contract, Bidders are requested to submit, along with the bid proposal an insurance certificate(s) as specified on the "Request for Proposal" form.
- F. In the event of similar bids, the earliest time-stamped entry will be considered the low bid.

2. AWARD

- A. Award of contract will be based upon the lowest responsible bid.
- B. The Office of Resource Development reserves the right to reject all bids.
- C. Results of the bidding will be made available upon request.
- D. Award of contract shall not be interpreted to mean approval to proceed with construction activities.

MANDATORY PRE-BID MEETING

3. **SITE VISIT**

- A. The project site is situated within Leonardo State Marina, 102 Concord Ave., Leonardo, NJ 07737. Examination of the area and proposed items of work can be conducted at the Contractor's convenience. All bidders shall thoroughly examine the site to be fully acquainted with conditions to be met under this contract.

GENERAL CONDITIONS

1. **DEFINITIONS**

- A. The Contracting Agency for this project will be the Office of Resource Development. All matters dealing with this contract and payment should be directed to Bob Kunze, telephone number (609) 273-4568.
- B. The Using Agency/Owner for this project will be the Division of Parks and Forestry.
- C. The Using Agency Representative will be Bob Kunze at telephone number (609) 273-4568. For purposes of this contract, he will act as the Owner's project coordinator and inspector. He shall judge the quantity, quality, fitness and acceptability of all parts of the work. All work shall be coordinated with the Using Agency.
- D. The Area Contact is Diane Iappico. He(She) may be contacted at telephone number 732-291-1333.
- E. The Architect/Engineer for this project will be Office of Resource Development, Mr.(Ms.) Bob Kunze, telephone number (609) 273-4568. All technical questions can be directed to him (her).

2. **SUBMITTALS**

The following documents and/or materials are required and must be submitted by the Bid/Contractor during the noted project periods:

A. ***Bid Response Period:***

"Request for Proposal" form, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

"W-9 Vendor Questionnaire" form, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

Contractors Registration Certificate, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

Restrictions on Political Contributions form, PL2005, C51, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

Source Disclosure Certification form, PL2005, C92, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

"MacBride Principles" form, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

"Affirmative Action" form, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

Ownership Disclosure Form, identified within these specifications under Instructions to Bidders, Item 1, Page IB-1.

GC-1

B. Pre-Construction Period:

Insurance Certificate(s), identified within these specifications under Instructions to Bidders, Item 1, Page IB-1 and specified under General Conditions, Item 3, Page GC-2.

Copies of Business Registration Certificates for contractor as well as all named subcontractors and/or suppliers.

C. Construction Period:

If stipulated, provide selection samples, record samples, shop drawings, diagrams, schedules, lists, illustrations, performance charts, catalog cuts, and brochures.

D. Close-Out Period:

Letter of Guarantee, guaranteeing quality and workmanship for a period of one year from date of final acceptance of the project.

Manufacturer's guarantees and warranties.

Payment Voucher, form ADM 310.

Copies of Business Registration Certificates for subcontractors and/or suppliers.

3. **INSURANCE REQUIREMENTS**

A. The Contractor shall submit insurance certificates in the following minimum coverage's:

- (1) **Workmen's Compensation** - \$250,000
- (2) **Comprehensive Liability**
 - a. Bodily Injury - \$1,000,000 each occurrence
 - b. Property Damage - \$1,000,000 each occurrence
- (3) **Vehicle Liability**
 - a. Bodily Injury - \$500,000 each occurrence
 - b. Property Damage - \$250,000 each occurrence

B. The Insurance Policy shall name the State of New Jersey, Department of Environmental Protection as the **co-insured** and shall be identified by specification title.

4. **USE OF PREMISES**

A. The Contractor shall coordinate requirements for available utilities/facilities with the Area Contact and/or the Using Agency Representative.

B. The Contractor shall confine his apparatus, the storage of materials and equipment, and the operation of his workmen to limits or directions of the Area Contact, and shall not unreasonably encumber the premises with his materials.

5. **PROTECTION AND LIABILITY**

- A. Protection and security of persons and property during the construction period from loss by theft, vandalism, pilfering, fire, water, wind, etc., shall be provided by the Contractor as the conditions at the site warrant. The Contractor shall be responsible for securing his own plant, equipment, and all materials scheduled for the project.
- B. If any direct or indirect damage is done to private or public property by or on account of any act, omission, neglect, or misconduct in the execution of work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition equal to or better than that existing before the damage was done, or he shall make good the damage in another manner, acceptable to the Using Agency and Owner of property.

6. **MATERIALS QUALITY**

- A. The Contractor shall furnish materials and equipment which will be efficient, appropriate, and have the capacity to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the time stipulated. Only new materials and equipment shall be incorporated into the work.

7. **SUBSTITUTIONS**

- A. In the event the Contractor should propose a substitution of the specified equipment or materials, it shall be his responsibility to submit proof of equality and data of sufficient detail to enable the Using Agency to identify the particular product, the method of installation, and whatever else is required so a determination can be made as to its conformity to the product specified. The Contractor shall provide and pay for any tests which may be directed by the Using Agency in order to evaluate such proposed substitution(s). Any material or product which is not in full conformance with specifications may be rejected.
- B. The Contractor shall be allowed seven (7) working days from the date of contract award to provide the necessary shop drawing(s), data, and samples supporting any proposed substitution(s). Should the Contractor fail to provide the information within this period, the Using Agency shall exercise the option of either: allocating additional time for the information, or denying any further consideration of the substitution(s) whereby the Contractor must provide the equipment or material(s) specified. Since Substitutions are primarily for the financial benefit of the Contractor, a credit change order shall accompany each request for substitution.

8. **OTHER CONDITIONS**

- A. By submitting a bid, the Bidder warrants that he has familiarized himself with all provisions of the bidding documents and understands their intent and meaning.
- B. The failure or omission of the Bidder to examine forms, instruments, or plan and specification documents, or to visit the site and acquaint himself with conditions there existing, and compute required amounts of labor and materials covering the complete job shall not relieve him from any obligation with respect to his bid.
- C. Any oral interpretation, not documented in writing prior to bid opening or referenced in the bid proposal, shall be considered as privileged information, and, as such, not binding upon the Owner.

- D. Conditions existing at the time of the inspection will be maintained by the Owner as far as practical. The Owner assumes no responsibility for actual conditions where work is to occur. Starting of operations will be construed as evidence that the Contractor has complied with the above requirements, and later claims for difficulties encountered which could have been foreseen will not be recognized.
- E. In order to protect the lives and health of his employees, the Contractor shall comply with all applicable statutes and pertinent provisions of the "Manual of Accident Prevention in Construction", issued by the Associated General Contractors of America, Inc. He shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage or injury which may result from his failure or his improper construction, maintenance, or operation.
- F. The Contractor shall defend, protect, indemnify, and save harmless the State of New Jersey from all claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the performance of his work under this contract. This responsibility is not limited by the provisions of other indemnification provisions included elsewhere herein.
9. **TIME OF COMPLETION**
- A. Work to be completed, inspected and approved within Sixty (60) days from notice to proceed.
- B. No activities will be permitted on weekends or holidays unless otherwise approved by the Using Agency Representative
10. **LIQUIDATED DAMAGES**
- A. The Contractor agrees that, from the compensation otherwise to be paid, the Owner will assess liquidated damages in the amount of \$150 for each calendar day thereafter that the work included under this contract remains uncompleted as specified under the Time of Completion which sum is agreed upon as the proper proportionate measure of liquidated damages which the Owner will sustain per diem, by failure of the Contractor to progress or complete his work under this contract at the time stipulated, and the sum is not be construed as in any sense a penalty.
- B. The above liquidated damages shall be interpreted as partial reimbursement to the Owner resulting from the legal fees and the cost of additional engineering services, and other expenses of the Owner because of non-compliance by original dates, but shall not be considered as including costs of legal fees and the cost of additional services in connection with claims, arbitration, litigation, default or insolvency of the Contractor.
11. **TERMINATION FOR CONVENIENCE**
- A. The Owner may, at any time, terminate the Contract in whole or in any part for the Department's convenience and without cause when the Owner in his discretion views termination in the public interest.

- B. Upon receipt of the Termination for Convenience, the Contractor shall complete only items specified in the order and in accordance with the contract documents.
- C. The Contractor will only be paid for items of work partially or completely finished at either the contract price or mutually agreed price.

12. **NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS**

- A. The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.
- B. *Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest in writing that no subcontractors were used.*
- C. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property is intended for a contract with a contracting agency.
- D. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c. 134 (C.52:32-44 et al.) or provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of the violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

PROJECT DIRECTORY

FACILITY: Leonardo State Marina
Leonardo, NJ

FACILITY CONTACT: Diane Iappico
(732) 291-1333

**CONTRACTING
AUTHORITY:** State of New Jersey
Mail Code 501-04A
Department of Environmental Protection
Natural & Historic Resources
Office of Resource Development
PO Box 420
Trenton, NJ 08625-0420

**CONTRACTING
AUTHORITY CONTACT:** Bob Kunze
Telephone: (609) 273-4568

PROJECT CONSULTANT: Office of Resource Development
501 East State Street
Trenton, New Jersey 08625

PROJECT DESIGNER: N/A

Scope

Construction as per attached drawing.

Wood piling and all framing lumber: Southern Yellow Pine / treatment- CCA – UC5B (salt water exposure) 2.5 PCF.

All thru bolts ($\frac{3}{4}$ "), nuts & washers to be hot dipped galvanized.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

BOB MARTIN
Acting Commissioner

August 27, 2013

Albert Marine Const., Inc.
65 Pennsylvania Ave.
Waretown, NJ 08758

RE: New Breakwaters
Leonardo State Marina
Leonardo, NJ
NHR 15-14

Dear Sir or Madam:

We are soliciting bids for the construction of New Breakwaters at Leonardo State Marina.

Attached are a Request for Proposal, a Vendor Questionnaire (Form W-9), a MacBride Principles Form, an Affirmative Action Employee Information Report, a Contractor Certification and Disclosure of Political Contributions Form, Source Disclosure Certification Form and Ownership Disclosure Certification Form along with plans for the proposed work. Please review the documents carefully. All of the forms are to be completed and returned with the proper information. Proof of both business and contractor's registration shall be supplied with the bid award.

Bids are to be sent to the Office of Resource Development, at **275 Freehold-Englishtown Rd., Englishtown, NJ, 07726-8813**, and will be opened on **October 3, 2013**

Any questions please call Robert Kunze at 609-273-4568.

Very truly yours,

Robert Kunze
Construction Manager

Attachments
C: E. Mulvan, file

LIST OF PROSPECTIVE BIDDERS

ALBERT MARINE CONSTRUCTION INC

65 PENNSYLVANIA AVE
WARETOWN, NJ 08758

SPARWICK CONTRACTING INC

18 ROUTE 94
LAFAYETTE, NJ 07848

WALTERS MARINE CONSTRUCTION INC

414 WOODBINE-OCEAN VIEW RD
OCEAN VIEW, NJ 08230

CALDWELL MARINE INTERN'L LLC

1433 HIGHWAY 34 SOUTH B1
FARMINGDALE, NJ 07727

J E HANNON INC. T/A BIRD CONST.

105 HARBOR INN RD>
BAYVILLE, NJ 08721