

#### State of New Tersey

CHRIS CHRISTIE Governor

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

ANDREW P. SIDAMON-**ERISTOF** STATE TREASURER

> STEVEN SUTKIN DIRECTOR

KIM GUADAGNO Lt. Governor

March 4, 2015

Wild Heart Bulk Landscape Supplies LLC t/a Wild Heart Industries 334 Elizabeth Avenue, Suite B Somerset NJ 08873

Re:

Project #P1121-01 - Demolition of Dwellings, 520, 523, 555, 575 Watson Ave; 87 4th St.; 79 S. Robert St.; 523 Vesper Ave.; 43 Dunlop Dr.; 959 Blandford Ave., 105 Crampton Ave.; 569 Heidelberg Ave.; Middlesex County, Woodbridge NJ

Award Amount: \$312,000.00

#### 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 48 calendar days of the date of this Notice to Proceed.

You have been authorized to proceed on March 4, 2015 with Non-Permit Activities.

Richard M. Ferrara

**Assistant Deputy Director** Contracts and Procurement

et

 $\mathbf{C}$ W. Fernandez

G. Tassi

K. Smith

J. Langsdorf

M. Mochel, Risk Mgt.

B. Mahan

J. DeAngelo

T. Humes

B. Coleman

Central File

Receipt and Understanding is Hereby Acknowledged.

al Showard

Signature

Mars 4# 2015



#### State of New Jersey

**CHRIS CHRISTIE** Governor

DEPARTMENT OF TREASURY DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION POBox 034 TRENTON N J 08625-0034

KIM GUADAGNO Lt. Governor

ANDREW P. SIDAMON-ERISTOF State Treasurer STEVEN SUTKIN Director

February 27, 2015

Wild Heart Bulk Landscape Supplies LLC t/a Wild Heart Industries 334 Elizabeth Avenue, Suite B Somerset NJ 08873

Re:

Project #P1121-01 - Demolition of Dwellings, 520, 523, 555, 575, 593 Watson Ave; 87 4th St.;

79 S. Robert St.; 523 Vesper Ave.; 43 Dunlop Dr.; 959 Blandford Ave., 105 Crampton Ave.; 569 Heidelberg Ave.; Middlesex County, Woodbridge NJ

Award Amount: \$312,000.00

#### 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 10:00 a.m., Wednesday, March 4, 2015, 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 clue to a failure to comply with these procedures.

Should you have any questions regarding the above, please contact this office at (609) 633-3984.

Assistant Dept ty Director Contracts and Procurement

: 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 stify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to your mployees shall be prepared in collaboration with the organ procurement organization: designated pursuant to 42 U.S.C.s.1320b-8 to serve in the State of New Jersey.

#### CONSTRUCTION CONTRACT AWARD SCHEDULE STATE OF NEW JERSEY

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

A/E: Hatch Mott MacDonald

973-912-2447

111 Wood Ave. South

Iselin NJ 08830-4112

973-912-2400 (fax)

*\$312,000.00* 

PROJECT NUMBER:

P1121-01

AWARD DATE:

March 4, 2015

10:00 a.m., Wednesday

PROJECT/

Demolition of Dwellings

LOCATION: 520, 523, 555, 575, 593 Watson

Ave; 87 4<sup>th</sup> St.; 79 So. Robert St. 43 Dunlop Dr.; 959 Blandford Ave.

105 Crampton Ave.; 569

Heidelberg Ave.; 523 Vesper Ave. Middlesex Co. Woodbridge NJ

**CALENDAR** 

DAYS: 48

NAME/ADDRESS/PHONE	IDENTIFICATION NUMBER	LIQUIDATED DAMAGES	AWARD AMOUNT	
Wild Heart Bulk Landscape		\$250.00	Bond#EAIC271500109	
Supplies LLC t/a Wild Heart	TRADE CODE	TRADE	Endurance American Ins	
Industries 334 Elizabeth Ave, Suite B Somerset NJ 08873	C008, C009 C021	Single Bid Lump Sum All Trades	Co. 750 Third Ave New York NY 10017	
908-874-6664/8316 (f)		Demolition	\$312,000.00	
N. Fernandez		TOTAL CONTRACTS	TOTAL AWARD AMOUNT	
G. Foreman				

(1)

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

Comments:

Reco - 02-27-15

**Permits Required** 

Contract Date - 03-04-15

Notice to Proceed - 03-04-15

#### CONTRACT

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

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

#### WILD HEART BULK LANDSCAPE SUPPLIES LLC

#### T/A WILD HEART INDUSTRIES

of <u>334 Elizabeth Ave., Suite B</u>, City of <u>Somerset</u>, County of <u>Somerset</u>, and State of <u>New Jersey</u> hereinafter called "Contractor". (FID# 371582450)

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 .:

P1121-01-CC01

**DEMOLITION OF DWELLINGS** 

520, 523, 555, 575, 593 WATSON AVE.; 59 VESPER AVE.

87 4<sup>TH</sup> STREET, 79 SOUTH ROBERT STREET 43 DUNLOP DRIVE; 959 BLANDFORD AVENUE 105 CRAMPTON AVE.; 569 HEIDELBERG AVE.

MIDDLESEX COUNTY - WOODBRIDGE, NEW JERSEY

SPECIFICATIONS:

Dated 01-2015 and are included as part of this contract.

UNIT PRICES:

N/A

**ALLOWANCES:** 

See proposal page 3, included as part of this contract.

**BULLETINS:** 

"A" dated 02-17-15, has 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:

17 total sheets dated 01-15-15, 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 <u>THREE HUNDRED TWELVE THOUSAND</u> Dollars (\$312,000.00) 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 <u>Hatch Mott MacDonald</u>, 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 48 consecutive calendar days thereafter. This is of the essence for the completion of this contract. The contractor further agrees to pay, as liquidated damages, the sum of \$\\_\$250.00\$, for each consecutive calendar day thereafter as hereinafter provided in Article 8.6 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract Specification, and to make payments on account thereof as provided in Article 10 of the General Conditions.

Only domestic materials shall be acquired or used for any public work unless the head of the department, or other public officer charged with the duty by law, shall determine it to be inconsistent with the public interest, or the cost to be unreasonable, or domestic materials of the class or kind to be used are not mined, produced or manufactured, as the case may be, in the United States in commercial quantities and of a satisfactory quality.

The Contractor shall conform to all provisions of "Law Against Discrimination" (P.L.1975,c.,127; N.J.S.A. 10:5-1 et seq.).

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

Ву

Ву

ATTEST:

(Witness)

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

RICHARD S. FLODMAND DEPUTY DIRECTOR

(Title)

(Affix Corporate Seal)

WILD HEART BULK LANDSCAPE SUPPLIES LLC 1/a WILD HEART INDUSTRIES

LC Va WILD HEART INDUS

(Contractor)

PRESIDENT

334 ELIZABETH AVE., SUITE B

SOMERSET NJ 08873

(Address)

(Title)

#### 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)

WILD HEART BULK LANDSCAPE SUPPLIES
LLC t/a WILD HEART INDUSTRIES

(Contractor)

PRESIDENT

(Title)

334 ELIZABETH AVE., SUITE B
SOMERSET NJ 08873

(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 26, 2015 and are included as part of this contract.

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

"THE FEMALE PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS 6.9% PER SKILLED CRAFT."

#### **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.,

February 17, 2015

after which time the bid proposals will be publicly opened and read.

FIRM NAME: (Please Type or Print) (Business Street Address ONLY - No P O Box)

Wild HEART BULK Landscape Supplies LC. 334 Elizabeth Avenue - Suite B Somerset, NJ 08873

PROJECT NO P1121-01

PROJECT: Demolition of Residential Dwellings

LOCATION: 520, 523, 555, 575, 593 Watson Ave; 87 4th Street; 79 So. Robert Street; 43 Dunlop

Drive; 959 Blandford Ave; 105 Crampton Ave; 569 Heidelberg Ave; 523 Vesper Ave

COUNTY: Middlesex

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

X

Single Bid

lump sum all trades

\$ (Numerical Figures Only)

In accordance with N.J.S.A. 52:35-1 et seq., the Contractor will be classified with the Division of Property Management and Construction (DPMC) in one of the following trades: General Construction (C008) or General Construction/Alterations and Additions (C009) or Demolition (C021)

The proposal is based upon the bid documents listed below.

- 1. General Conditions Revised May, 2014
- 2. Specifications dated January 2015
- 3. Drawing(s)#: Total- Seventeen Sheets

dated

January 15, 2015

This project will be fully completed and ready for occupancy within

48

Calendar days.

<u>Liquidated Damages</u>: In accordance with 8.6.1 of the General Conditions liquidated damages will be assessed at 1/20 of one percent (.05%) of the value of this contract (minimum of \$250.00).

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

Submit only one bid proposal and bid bond form.

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

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

PROPOSAL PAGE 1 OF 8

PROJECT NO.: <u>P1121-01</u>

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

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

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

The Contractor acknowledges receipt of the following Bulletins:

BULLETIN NUMBER	DATE OF BULLETIN	
- "A"	2/17/15	

PROJECT NO : P1121-01

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 nonwaivable material deviation resulting in a rejection of the bid.

DEMOLTION	(C021)
-----------	--------

NAME: Willo Hener Bulk Landscape Supplies LC

ADDRESS: 334 Elizabeth Avenue - Suite B. Somerest, NJ 08873

#### ASBESTOS REMOVAL/TREATMENT (C092)

All Pro Management

ADDRESS:

27 Outwater Lone - Suite R Garfield, NJ 07026

#### **ALLOWANCES**

An allowance has been established for this project. There will be an allowance of \$2,000 for the potential presence of a underground septic at 87 4th street. Include in Base Bid Amount.

#### **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.

#### CERTIFICATION

PROPOSAL PAGE 3 OF 8

I certify that the below	named firm is classified by the	Division of Property Ma	nagement and C	Construction in the	he
approved amount of	\$1,000,000,00	for (trade) CO21, C	057 (05)	o un	
10/09/2015	(expiration date).		<u>.007, C05</u>	<del></del>	
consideration of allegit	is firm's bid for this project does npleted construction work (pleas is discounted 85% for purposes	se reter to N L A C 17-10	2 12 which do	والمصالية	ncluding ain major
		Respectfully subm	ıitted,		
(Seal-if Bid proposal is	by a corporation)				
		Someset (City	(Name of F (Name of F (Signatur Oject M (Title) Theth Autrest Off State	enue - Sui NLY - No P O E County	oplia LLC  Sox)  O8873  Zip)
Federal Identification N	0.				
Any change in ownershi	p information since filing your l	Request for Classification	(Form DPMC	27)	
Yes				,	
₩ No					
f yes, attach explanation	1.				

PROPOSAL PAGE 4 OF 8

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

#### NON-COLLUSION AFFIDAVIT

PROJECT:

Demolition of Residential Dwellings

520, 523, 555, 575, 593 Watson Ave; 87 4th Street; 79 So. Robert Street; 43 Dunlop Drive; 959 Blandford Ave; 105 Crampton Ave; 569 Heidelberg Ave; 523 Vesper Ave

Woodbridge, NJ Middlesex County

	Bid Due Date	February 17, 2015	02:00 PM
STATE OF NEW JERSEY [	•		•
COUNTY OF Somerset			
1, DAWN JANHO	of the City of	maset	20
in the County of Somerset	and the State of	New Jersey	
of full age, being duly sworn according to law on my or		<	3
I am Managing Member			
of the firm of Wild Heart Bulk La			
the Contractor making the Bid Proposal for the above nauthority so to do; that said Contractor has not, directly collusion, or otherwise taken any action in restraint of f project; and that all statements contained in said bid proknowledge that the State of New Jersey relies upon the statements contained in this affidavit in awarding the contained in the contained in this affidavit in awarding the contained in the co	amed project, and that I or indirectly, entered in ree, competitive bidding oposal and in this affidation that of the statements of	execute the said Bid Proto any agreement, partice in connection with the vit are true and correct, a contained in said Bid Proto in the contained in the	ipated in any above named and made with full
		nAlanho	
	SIC	GNATURE OF PRINC	IPAL
Subscribed and sworn to before me this 13th day			
of February 2015,			
Scan Bremon Notary Public			
•			
My Commission expires January 20, 20	7307		
SFAN M DECIMIAN			

**Notary Public of New Jersey** My Commission Expires January 20, 2020

PROPOSAL PAGE 5 OF 8

PROJECT NO.: <u>P1121-00</u>

Public Law 2005, Chapter 92

Formerly: Executive Order 129

In accordance with Public Law 2005, Chapter 92 (N.J.S.A. 52:34-13.2 et seq., superseding Executive Order 129 (2004)) all bidders submitting a proposal shall be required to submit a Source Disclosure Certification that all services will be performed in the United States. The bidder shall disclose the location by country where services under the contract will be performed and any subcontracting of services under the contract and the location by country where any subcontracted services will be performed.

#### SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: Will HEART BULK Land	scape Supplies LLC.
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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
Willo Header Bull Landburge	Denolition	Woodbridge NJ
All Pro Management RZ TECH	Asbestos Abotement	Woodbridge NJ
All's Consultanta	Petiticide Alantement	Weedbridge NJ
Aus consultants Coastal Air conditioning	Scimpostion Testing AC Reclaims	Woodbride NJ Woodbride NJ
A1 4 -1 -1 -C		Woodbridge NJ

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.

[Name of Organization or Entity]	iles LLC.
By: al Shjanled	Title: Project Manger
Print Name: AL SHJARBALL	Date: February 17 2015 PROPOSAL PAGE 6 of 8

PROJECT NO.: <u>P1121-00</u>

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

BIDDER WILD HEART BULK Landscape Supplies LC.

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 <a href="http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf">http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf</a>. 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.

List Additional Activities on Separate Sheet

PROPOSAL PAGE 7 of 8

PROJECT NO.: <u>P1121-00</u> <u>P.L. 2012 c. 25</u>

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

Full Name (Print): AL SHIPREACE Signature: al Shines

Title: Project Manages Date: February 17th 2015



#### **BLUE ACRES POST BID REVIEW INTERVIEW & CERTIFICATION**

DPMC PROJECT NUMBER: P1121-01

PROJECT NAME: Woodbridge Demolition of Dwellings

PROJECT ADDRESS: 520, 523, 555, 575, 593 Watson Ave; 87 4th Street; 79 So. Robert Street; 43 Dunlop Drive; 959 Blandford Ave; 105 Crampton Ave; 569 Heidelberg Ave;

523 Vesper Ave

MEETING DATE: 02/26/2015

MEETING TIME: 11:00am

MEETING LOCATION: 1 Main Street, Woodbridge, NJ 07095 Woodbridge Town Hall (3rd Floor)

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 understands the project scope, submitted pricing, qualifications and ability to perform the project. Furthermore, the Contractor certifies by his signature(s) below, he understands his contractual responsibility to comply with the Contract Documents.

#### INTERVIEW\_

- 1. Introductions
- 2. Distribution of Handouts
  - a. Bid Results (included)
  - b. Bid Tab
  - c. Bulletins
  - d. Agenda
  - e. 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 P1121-01 Demolition of Dwellings: 520, 523, 555, 575, 593 Watson Ave; 87 4th Street; 79 So. Robert Street; 43 Dunlop Drive; 959 Blandford Ave; 105 Crampton Ave; 569 Heidelberg Ave; 523 Vesper Ave, including all drawings, specifications and

P1121-01 02-26-15 POST-BID INTERVIEW & CERTIFICATION rev.02-10-15 PAGE 1 OF 7

Bulletins as listed below and that these documents constitute the Contract
Documents.
a. Bulletin A 02-17-15

	Response:	Signed: _	as symme
4.	Award: The Contractor confirms the submitted in their bid submission. Their Awarded Contract will be base	The Contract	or also understands that
	a. Base Bid: The Contractor confit Bid Amount was included in the		
	1. Single Lump Sum Base		s <u>312,000.00</u>
	Response:	Signed: _	al lymas
	<b>\$3,000</b> AS b. There is a \$5 <del>,000</del> allowances in		
	Response:	Signed: _	al symas
5.	<u>Trades</u> : The Contractor confirms the project:	he following	trades will be working on
	a. Primary / Named Trades: The DPMC classified Contractor Subcontractors in their bid confirms that there will be Subcontractors for the duration	ors were submission. e no subs	submitted as "Named The Contractor further titutions for the Named
	Demolition:		ico Hepror Buck andscape Supplies LLC.
	Asbestos Removal /Treatm	ent: 🛕	Le Pro Management
	Response:	Signed:	al Syone
P1121-01 02-26-15	POST-BID	NTERVIEW 8	CERTIFICATION rev.02-10-15 PAGE 2 OF 7

6.	So	cope of Work and General Condit	ions Require	ements:
	a.	Intent of the Project: Contractor and incorporated their contents package and is familiar with the	/ information	on into their bid submission
		Response:	Signed: _	al elija
	b.	Existing Conditions: Contract familiarized themselves with including buildings, paving and in order to plan and coordinate the conditions of the existing submission?	the existing roadways, the propose	g conditions of the site, utilities and other features, d work accordingly and that
		Response: Ves	Signed: _	al Stymes
	c.	Mobilization: Upon execution of to Proceed, the Contractor is immediately begin work?		
		Response: Yes	Signed: _	al Stjine
	d.	Supervision: The contractor w Superintendent for the dur superintendent shall be respon serve as the official on-site of attend all, if needed project meeting. This superintendent meeting.	ration of the sible to cool ontact personeetings inc	ne entire project. This rdinate all project activities, on for the Contractor and luding the pre-construction
19		Response: Yes	Signed: _	al lajmena
	e.	<u>Substitutions</u> : Contractor affirm substitutions of any products sp		
		Response:	Signed: _	al segmen
P1121-01 02-26-15		POST-BID	INTERVIEW (	& CERTIFICATION rev.02-10-15 PAGE 3 OF 7

- 7. The Contractor is aware of the following DPMC requirements:
  - a. <u>Requirement for Payment</u>: Applications will be considered incomplete without the required DPMC documents and will be rejected for payment.
  - b. <u>Contract Time</u>: Contractor confirms that they have reviewed the project schedule and are prepared to execute the work as outlined and within the stipulated contract time of **48 calendar days** from the State's issuance of a Notice to Proceed.
  - c. Requirement for Substantial Completion: Contractor understands that Substantial Completion must occur within the Contract Time. The Contractor also confirms that they understand that the project will not be considered substantially complete until all required deliverables have been delivered to and accepted by the A/E and the State. This is also to include all manifests.

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

Response: Yas Signed: Al Llque

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

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	Response: Yes Signed: W. Signed:
10.	Bonds: The Contractor is aware that if he is the successful low bidder, he will be responsible to furnish the following bonds within the timeframe specified in the Intent-to-Award Letter. (Note: this is typically, but not always, 10 days from the date of the Intent-to-Award Letter.)
	Performance and Payment.
	Response: Vas Signed: Ol Sy
11.	<u>UCC Permit Status:</u> The Contractor understands the following concerning the UCC Building Permit for this project:
	a. The required UCC Permit Tech Sheets have been prepared by the A/E and will be forwarded by the State to the Contractor.
	b. The Contractor shall return the Tech Sheets to the State with the appropriate signatures.
	c. DPMC will submit the fully executed Tech Sheets to the DCA for their issuance of a UCC Building Permit(s).
	d. The Notice to Proceed will be issued at the Contract Award Meeting. The Contract Time will begin when the Notice to Proceed is issued. Note: the Contractor is <u>not</u> authorized to perform Work governed by the UCC Permit until it is issued by DCA and received by the Contractor.
	e. Prior to the UCC permit being submitted to the DCA, the asbestos abatement work must be completed and All Clear Letter submitted, sewer and water terminations must be completed, and the Certificate of Pesticide Application must be submitted.

Response: Signed: Ol My

- 12. <u>The Submittal Process:</u> The Contractor understands the following concerning the Submittal Process:
  - a. Contractor shall furnish submittals in accordance with the Submittal Schedule as prepared by the Consultant.
  - b. Submittals up to and including item#20 are required within 4 days of the Notice to Proceed.
  - c. All products intended to be used on the project must be submitted to the Consultant for review and approval.

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<ul> <li>d. The Contractor is expected to utilize electronic submittals whereve possible. Details of this process will be discussed at the pre construction meeting.</li> <li>e. The Consultant will not review submittals that supersede previously approved submissions unless there is justification.</li> </ul>
Response: Signed: Al Shares
Response: 185 Signed: 127
Review of Drawing Set / Specifications: The Contractor confirms that their bid submission includes all work necessary to deliver a complete project based upon the intent of the Contract Documents
Response: Yes Signed: Al Styles.
Comparison of the Bid Submission with the Consultant's Estimate by CS Division: The Contractor confirms that their bid submission; accuratel reflect the Scope of the Work as defined by the Contract Documents:
a. Review of the Base Bid
b. Cost Breakdown Review Lot by Lot Breakdown

POST-BID INTERVIEW & CERTIFICATION rev.02-10-15 PAGE 6 OF 7

Signed: Al Signed:

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13.

14.

Response:

#### **CERTIFICATION**

1 AL SHJARBARE - Project	as authorized
(Name and Title of Bidder's Repre	<del>-</del>
signatory for Nino Hener Bulle Londs (Company N	
that the bid submitted by this Company is requesting to modify or withdraw their submi- during this Post Bid Interview are true and acc	tted bid; and that the statements made
Furthermore, by my signature below, I attest into a contract for this project and execut Contract Documents, administrative contract regulations.	e the Work in conformance with the
(Signature of Bidder's Representative)	February 26 2015 Date
Wall Kerwand.  DPMC Representative (print)	Signature / Date

"(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."

#### EXHIBIT B

# (Revised December 2010) MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et. seq. (P.L. 1975, C. 127) N.J.A.C. 17:27-7.2

#### **CONSTRUCTION CONTRACTS**

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

- a. The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following; employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which he has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2, provided however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
  - (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10.5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly consistent with this chapter,

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and 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)

#### ANTIDISCRIMATION PROVISIONS

#### **Mandatory Language**

#### N.J.S.A. 10:2-1<sub>(2014)</sub>

The contractor agrees that:

Antidiscrimination provisions. <u>Every contract</u> 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 <u>or for the acquisition of materials</u>, <u>equipment</u>, <u>supplies or services shall contain provisions by which the contractor agrees that:</u>

- 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 <a href="http://NJ.gov/JobCentralNJ">http://NJ.gov/JobCentralNJ</a>;
- 2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
- 3. The Contractor shall actively solicit and shall provide the DPMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
- 4. The Contractor shall provide evidence of efforts described at 2 above to the DPMC no less frequently than once every 12 months.
- 5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

#### AMERICANS WITH DISABILITIES ACTS State Contract Language

#### Equal Opportunity for Individuals with Disabilities

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

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

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

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

(Revised 4/10)

EXHIBIT A

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

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

PROJECT #:

P1121-01

A/E:

Hatch Mott MacDonald

DATE: 02/17/2015

#### BULLETIN "A"

Bidder must acknowledge receipt of this Bulletin on bid form in the space provided therefore.

Unless specifically noted or specified hereinafter, all work shall comply with the applicable provisions of the Contract Documents.

- Please be advised that the date for the receipt bids has been change to February 24, 2015 at 2 1. PM in Trenton.
- The meeting minutes for the February 4, 2015 Pre-Bid Meeting are attached to this bulletin. 2.
- A copy of the sign-in sheet for the February 4, 2015 Pre-Bid Meeting is attached to this bulletin. 3.
- No written questions were received from any potential bidders. 4.
- 5. A copy of the Middlesex County Water Company's rate schedule is attached to this bulletin.
- 6. A copy of the submittal log form is attached to this bulletin.
- 7. A copy of the schedule of values is attached to this bulletin
- 8. Post Bid Review with Apparent Low bidder: Bidders should be prepared for a meeting in Woodbridge with the Project Engineer and State Project Team on Thursday 02/26/2015 at 11 AM for P1121-01. Contractor must bring an estimator, a demolition sub-contractor, and ACM sub-contractor to the meeting and be prepared to discuss/provide schedule, breakdown of demolition & ACM costs.
- 9. Delete the Estimated Quantities and Locations Asbestos-Containing Materials (ACM) tables from Section 020590 pages 020590-1, 020590-2, 020590-3. Add the Revised 02/03/2015 Estimated Quantities and Locations Asbestos -Containing Materials (ACM) tables to Section 020590 on pages 020590-1, 020590-2.

#### **Attachments:**

Pre-Bid Meeting Minutes dated 02/04/2015
Pre-Bid Meeting Attendee Sign-In Sheet
Middlesex County Water Company rate schedule
Submittal Log Form
Schedule of Values
Revised Estimated Quantities and Locations Asbestos-Containing Material (ACM)

END OF BULLETIN "A"

# State of New Jersey Department of Treasury DPMC

#### Demolition of Dwellings Project Number P1121-01

#### PRE-BID MEETING Minutes

February 4, 2015

- 1) The List of attendees are attached to the Minutes:
- 2) The State and team members were introduced and are listed below:
  - State Project Team Members
    - o Walter Fernandez
    - Steve Longo
    - o John Forgione
  - Project Design Consultant & Staff
    - o Joe Koehler, Hatch Mott McDonald
    - Bobby Kalpouzos, Hatch Mott McDonald
- 3) The following administrative items were discussed:
  - All attendees were advised to sign the attendance sheet.
  - The attendees were advised that anything said at the bid meeting or during the site visit(s) is a part of the contract unless specifically issued in writing by Bulletin.
  - The attendees were advised that the minutes of the pre-bid meeting & sign-in sheet will be distributed as part of Bulletin "A" along with other info that may be required including answers to all Bidders' Questions.
  - The attendees were advised that the demolition contracts are Single Prime / Lump sum.

• All attendees were advised that the bidders of this contract must be "Classified with DPMC" in one of the following trades:

General Construction (C008) or General Construction/Alterations & Additions (C009) or Demolition (C021) All Bidders also must have DPMC Classified 'Sub-Contractor in the following trades: Asbestos Removal (C092) Demolition (C021)

- Attendees were advised to not to leave any blanks on the Bid Proposal Form.
- Attendees were advised that bids due: 2/17/15 by 2:00 pm at 33 West State Street, Trenton, NJ unless the date is modified by Bulletin.
- If bid is mailed through the US Postal Service the address is:

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

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

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

Attendees were advised to properly address bids as they will be deemed unresponsive if the deadline is not met due to mailing issues.

- 4) Attendees were advised of the contract terms:
  - Contract Performance Period is 48 calendar days from issuance of NTP by the State for project P1121-01.
  - Liquidated Damages 1/20<sup>th</sup> of 1% of contract value with a minimum of \$250.
  - Bid Bond is 50% of bid amount.

Attendees were advised that there is a Post Bid Review with Apparent Low bidder. The low bidders should be prepared for a meeting with the Project Engineer and State Project Team on 2/19/15 at 9am for P1121-01 at the TBD meeting location to review your bid in. Failure to attend the post bid meeting will result in rejection of the bid. The low bidders are advised that they must bring an estimator, the ACM sub-contractor, and the demo subcontractor to the meeting.

- 5) Attendees were advised that additional questions after today's meeting are to be emailed to
  - E-mail to: walter.fernandez@treas.state.nj.us no later than: 2/09/15 by Noon
  - All questions/RFI's in WORD format, not PDF
  - No verbal questions or phone calls to DPMC, client or engineer will be answered
  - All responses will be made to all via Bulletin "A";
- 6) Attendees were given a project description:
  - Attendees were advised that the project is very fast paced, and if the project is not completed on time, Liquidated Damages will be assessed and the bonding company will be called.
  - Attendees were advised that pre-construction photos are for General Contractors benefit. There will be no mercy for pictures that are not taken of pre-existing conditions. If a claim is made by a neighbor of damages to their property and if there are no pictures to refute this damage then the contractor shall be required to repair the damage immediately and not at the end of the project.
  - Attendees were advised that Protection of Sidewalks and Aprons is required as the streets and sidewalks are to remain open during construction.
  - Attendees were advised that even though the Tracking Pads are shown on the
    drawings they will not be required unless the contractor's equipment leaves paved
    surfaces and tracks mud into the roadway. All equipment shall be cleaned prior to
    entering the roadway.
  - Attendees were advised that no containers shall be left in the street overnight, and no
    dumpsters shall be left without a cover on site which shall be covered before they
    leave the site. If the dumpster is left on the street overnight or without a cover, a stop
    work order will be immediately issued on the following business day.
  - Attendees were advised that adjoining properties and buildings are close and the contractors shall use caution not to damage them.
- 7) Attendees were advised that the roadways cannot be blocked. The contractors must make arrangements with Steve Longo DPMC and/or the town of Woodbridge if needed.
- 8) Attendees were advised that no interaction shall occur with the public, all questions should be directed the town Business Administrator.
- 9) Attendees were advised that Backfill shall be certified clean, and 3<sup>rd</sup> party testing agency shall be hired by the contractor for compaction testing, analytical and gradation reports, as well as documentation indicating where the soil originates from.

- 10) Attendees were advised that Hydro Seeding is the accepted practice for fertilizer, seeding and mulching. Loose hay and seeding is not recommended because wind and birds. Attendees were also advised that seeding for winter conditions are not set and will be worked out as they occur.
- 11) Attendees were advised once a building was demolished it must be taken away, no stock piling and moving to another building.
- 12) Attendees were advised No Backfill is permitted onsite until DPMC PM signs off that all debris has been removed from the site. This will be done on a site by site basis.
- 13) Attendees were advised that the working hours in Woodbridge are Monday through Friday 7am 7pm and no work is permitted on Saturday & Sunday. If work is performed on Saturday or Sunday a stop work order will be issued the following business day.
- 14) Attendees were advised to have an onsite FULL-TIME COMPETANT SUPERINTENDENT provided by the contractor. The contractor will be shut down if there is no management on site.
- 15) Attendees were advised that Personal Protection/Safety equipment is required in accordance with the contractors approved safety plan. The perimeter fencing shall be the first thing that is completed. Bidders were also advised to always have spotters during demo and maintain a safe site while being in compliance with the applicable safety standards.
- Attendees were advised that they are to provide a detailed (site specific) Demolition Plan and Abatement Plan in a narrative form. Submissions shall be through email.
- 17) Attendees were advised that a Schedule Narrative must be provided. Dates are not required but rather a logical sequence of events that can be followed.
- 18) Attendees were advised that 48 hours' notice must be given to DPMC prior to any home demolition beginning.
- 19) Attendees were advised that the cost and rates for water usage will be attached in Bulletin "A".
- 20) Attendees were advised that all submittals are required within 4 calendar days of NTP and must include DPMC 12/13 cover sheet. All proposed substitutes within 4 calendar days of NTP or without DPMC cover sheet will not be considered.

- 21) The following items that are highlighted general condition items that attendees were encouraged to read:
  - Paragraph IB1.5 <u>FULL KNOWLEDGE OF</u> SITE

Bidders required to visit site prior to submitting proposals; thorough examination of conditions of site and shall be reasonable for observable conditions.

Paragraph IB8.3 <u>THOROUGH REVIEW OF CONTRACT DOCUMENTS</u>

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

- Paragraph IB10.3 NO SALES TAX FOR MATERIAL, SUPPLIES, OR SERVICES
- Paragraph IB10.5 PURCHASES OR RENTALS OF EQUIPMENT ARE NOT EXEMPT FROM ANY TAX UNDER STATE SALES TAX ACT

Section 4.6.2 The Contractor shall employ a <u>FULL-TIME COMPETANT SUPERINTENDENT</u> and necessary foremen and assistants, who shall be in attendance on the Project Site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding upon the Contractor. The State reserves the right to require a change in superintendent if the superintendent's performance, as judged by the DPMC, is deemed to be inadequate. Upon application in writing, and if deemed appropriate and expressly approved by the DPMC, the requirement for a full-time superintendent may be waived. If such a waiver is permitted, the Contractor shall employ a full-time competent foreman who shall be in attendance on the site during the progress of work and shall represent the Contractor, and all communications given to the foreman Page 26 of 87 shall be binding upon the Contractor. The Contractor shall not employ persons unfit or unskilled in the assigned area of work.

- 22) Attendees were advised that project progress meetings will only be held if needed. The A/E will attend, chair and issue record minutes of the meeting.
- 23) Attendees were advised that DEP is Client.
- 24) Attendees were advised that the buildings were opened for inspection until 2 PM.
- 25) Attendees were advised that Plans, Specifications and Bid Proposals can be obtained by contacting:

Richard Ferrara of the DPMC Contracts Procurement Group at 609 633-3914 or email richard.ferrara@treas.nj.gov

26) Attendees were advised to contact the person below for questions regarding the Bid Proposal form, bidding procedures, bonding, etc,

Richard Ferrara of the DPMC Contracts Procurement Group at 609 633-3914 or email richard.ferrara@treas.nj.gov

- Attendees were advised that the close out documentation process has to be considered in there contract performance period and must plan accordingly. All manifests (waste, recyclables, concrete, ACM, etc.) required must be legible and grouped per property. The subcontractors that are submitted by the contractor and approved by the A/E must be properly licensed/insured and must be used to perform work. If the subcontractor should change, the A/E must be immediately notified. Attendees were advised that 25% of Asbestos and 25% of Demolition cost is being retained until all manifest documentation and close out procedures are met accordingly.
- 28) Attendees were advised that the project cannot be closed until all deliverables are submitted.
- 29) Attendees were advised Project P1121-01 has an allowance of \$2,000.00 for septic at 87 4th Street.
- 30) The A/E described the plans and specifications.
- 31) The floor was opened for Contractor questions. No questions were asked.
- 32) Meeting ended 10:38 AM

#### Attachments:

Sign in Sheet

Middlesex Water Company rates

# PRE-BID MEETING SIGN-IN SHEET

DATE & TIME: Demolition of Residential Dwellings Middlesex County Woodbridge P1121-01 PROJECT #: PROJECT TITLE:

02/03/2015 XIXOX MAX 10am

SIGNATURE TELEPHONE E-MAIL NUMBER		25-6	elox.		Agr. 973-912-7512 tooks, kelpow 205	2 20 6 26 P. COLL PIC MANIN	That It 584-0576 Stiloenew 11.13.10	
REPRESENTATIVE SI (PRINT)	Walter Fernandez	John Forgione	Steve Longo	Joe Kohler	Bobby Kalpouzos	HEEN MONCHY ON	Mike Penter	
COMPANY NAME (PRINT)	DPM&C	DPM&C	DPM&C	HMM	HMM	AL Pro Mangament	54/0 Exercation Inc	

Twenty-ninth Revised Sheet No. 32 Cancelling Twenty-eighth Revised Sheet No. 32

#### RATE SCHEDULE NO. 1 GENERAL WATEF, SERVICE - GS

#### APPLICABILITY:

Applicable to the use of water supplied through meters in the entire territory served by the Company.

#### CHARACTER OF SERVICE:

Continuous except as limited by "Standard Terms and Conditions".

RATE:

General Water Service

Consumption Charges
Rate per Thousand
Cubic Feet
\$37.6961

#### Facilities Charge

Size of Meter		Per <u>Ouarter</u>	Per <u>Month</u>
5/8"	\$	42.33	\$ 14.11
3/4"		63.48	21.16
1"		105.72	35.24
1-1/2"		211.53	70.51
2"		338.46	112.82
3"		634.71	211.57
4"		1,057.77	352.59
6"	¥0	2,115.57	705.19
8"		3,384.87	1,128.29
10"		4,865.73	1,621.91
12"		9,096.72	3,032.24

Billing shall be based on the facilities charge plus consumption charges (shown above) for each period.

Date of Issue: November 8, 2013

Effective for Service Rendered on and After:

Issued by:

Dennis W. Doll, President

1500 Ronson Road

Iselin, New Jersey 08830-3020

July 20, 2014

The State of New Jersey enacted Ch. 443 of the Laws of New Jersey 1983 concerning the periodic testing of public water supplies which establishes a water tax of \$0.01 per 1,000 gallons of water. This tax is reflected and included in the above rates.

Filed pursuant to an Order of the Board of Public Utilities, State of New Jersey, dated June 18, 2014 in Docket No. WR13111059.

# SUBMITTAL LOG

PROJECT: P1121-01

CLIENT: Division of Property Management and Construction

REVIEW CODE KEY:

APP = APPROVED

AAN = APPROVED AS NOTED

RFR = RETURNED FOR RESUBMISSION

REJ = REJECTED

NR = NOT REVIEWED

CONTRACTOR:

RACKING #	SECTION	REV.	DATE PEC'N	DESCRIPTION	REVIEW CODE	DATE	NOTES
-	ည			Subcontractor (Compaction Testing)			
2	၁၅			Subcontractor (ACM Sampling)			
3	၁၅			Subcontractor (ACM Testing)			
4	ည္ပ			Other Subcontractors			
S	220000			Sewer Cap			
9	220000			Water Cap			
7	020700		NH.	Health & Safety Plan			
80	015626			Temporary Fence			
6	312500			Silt Fence			
10	312500			Inlet Filter		-	
11	312500			Tracking Pad Material			
<u>(1</u>	020590	_		Ashestre Abatement Plan	,		
13	020700			Demolition Plan		7	
14	02020			Materials Salvage & Recycling Management Plan			
15	ည္ပ			Construction Sequence			
16	ည္ပ			Schedule of Values			
17	020700			Rodent and Insect Pesticides SDS (MSDS)			
18	312300			Fill Material (Sieve and Analytical)			
19	329200			Topsoil (Analytical and Growing Properties)			
20	329200			Hydroseed Mix (Seed Type, etc.)			
21	กวกรอก			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect			
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63	020590			Letters and ACM All Clear Letter- 555 Watson			
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25	030500			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect I effort and ACM All Clear Letter - 593 Watson			
	2000			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect			
70	020590			Letters and ACM All Clear Letter- 87 4th			
27	02020			UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect Letters and ACM All Clear Letter- 79 S Robert	:		
28				UCC Tech Sheets, Certificate of Pesticide Application, Water & Sewer Disconnect			
	020590			Letters and ACM All clear Letter - 43 Dunlop			

# SUBMITTAL LOG

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TRACKING #	29	30	31	32	- 33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	. 25	53	54	55	56	57	58	59	9

PROJECT: P1121-01

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DPMC / WJF Revised 01-23-15

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### REVISED 02/03/2015 Estimated Quantities and Locations Asbestos-Containing Materials (ACM)

87 4 <sup>th</sup> Street										
Sample		Location	Material	PLM	TEM	Qu	antity			
87-F-01 to 08	Interior	Select Walls and Ceilings on 1 <sup>st</sup> , 2 <sup>nd</sup> and in Attic (see Notes)	Tan plaster (2 <sup>nd</sup> layer beneath white top coat of plaster) over wood lathe	PC Trace Chrysotile	1.8 Chrysotile	2,500	SF			
87-NF-10 to 15	Exterior	Rear 1 <sup>st</sup> Story Roof	Asphalt Roofing	PC 1.5 - 8.3 Chrysotile	NA	350	SF (per layer - remove all - layers)			
87-NF-16 to 17	Exterior	Rear 1 <sup>51</sup> Story Roof Flashing	Black Tar	PC 3.0 - 3.2 Chrysotile	NA	110	LF			
87101	Exterior	Siding under vinyl on east and west sides of house	Grey Cementitious siding	20.5 Chrysotile	NA	1,850	SF			

Notes: Plaster is located beneath drywall.

Plaster quantity includes 1<sup>st</sup> floor bathroom ceiling, kitchen ceiling and walls, dining room ceiling and walls, living room ceiling and portion of wall abutting hallway, stairwell to 2<sup>nd</sup> floor wall and ceiling and 2<sup>nd</sup> floor hallway walls and ceiling; attic room walls and ceiling and wall behind chimney.

Remove all layers and flashing on rear 1st Story Roof.

	37.		43 Dunlop Drive		<b>进行</b> [1] 开始。		444
Sample		Location	Material	PLM	TEM	Qua	ntity
43-F-01 to	Interior	Basement	White pipe insulation	30 - 35 Chrysotile	NA	80	LF
43-NF-03 to 04	Interior	Rear porch	Browr vinyl sheet flooring	25 Chrysotile	NA	110	SF
43-NF-05 to 06	Interior	Basement top layer	Red/brown vinyl sheet flooring	20 Chrysotile	NA	275	SF

Desired Carlotte	W. Indian	569.	Heidelberg Avenue				
Sample	5-1	Location	Material	PLM	TEM	Qua	intity
569-NF-01 to 02	Interior	Kitchen	Off-white/blue vinyl flooring	20 Chrysotile	NA	150	SF

79 S. Robert Street										
Sample	Location		Material	PLM	TEM	Qu	antity			
79-F-01	Interior	Attic	Tan pipe insulation	40 Chrysotile	NA	t	LF			
79-NF-01 to 02	Interior	Kitchen	4 Layers of Flooring and Mastic under non- ACM Flooring	PC 2.0 - 6.1 Chrysotile	NA	200	SF (per layer - remove all layers)			
79-NF-03 to 04	Interior	Rear bedroom	Blue floor tile, 9" by 9"	PC 7.3 - 8.5 Chrysotile	NA	130	SF			
79-NF-03 to 04	Interior	Rear bedroom	Black mastic	PC 1.9 - 2.8 Chrysotile	NA	130	SF			
79-NF-05 to 06	Interior	Electric room	Brown floor tile	PC 9.1 - 9.3 Chrysotile	NA	30	SF			
79S101	Exterior	Siding under vinyl of small bump out for bathroom on west side	Grey Zementitious siding	7.25 Chrysotile	NA	180	SF			

Notes: Remove all layers in kitchen to base substrate.

## REVISED (v2/03/2015 Estimated Quantities and Locations Asbestos-Containing Materials (ACM)

523 Vesper Avenue									
Sample		Location	Material	PLM	TEM	Qua	ntity		
523V-F-03 to 04	Interior	Elbows of hot air ducts	White pipe wrap	95 Chrysotile	NA	30	SF		
523V-F-05 to 06	Interior	Stair wall	Stucco on Drywall	PC 2.3 - 2.1 Chrysotile	NA	120	SF		
523V-NF- 01 to 02	Interior	Around water heater	Tan floor tile	PC 4.3 - 3.5 Chrysotile	NA	30	SF		

Notes:

Remove all the Drywall with Stucco.

		520	Watson Avenue			etaliku 1627A	(1)	
Sample	<b>建筑村</b> 常园中的	Location	Material	PLM T	TEM	Qua	Quantity	
520-NF-03 to 04	Interior	Side porch 2nd layer under ceramic tile	Tan/grey floor tile	1.9 – 1.5 Chrysotile	NA	60	SF	

		523	Watson Avenue				
Sample		Location	Material	PLM	TEM	Qua	intity
523-V01	Interior	Exterior wall insulation	Multicolor vermiculite	PC 1.3 Actinolite	NA	I 120	SF

555. Watson Ayenue									
Sample		Location	Material	PLM	TEM	Quantity			
555-NF-08	Exterior	Front porch roof	Black shingle/tar	PC 5.3 Chrysotile	NA	80	SF		
555-NF-12	Exterior	Rear porch roof (2 layers – Remove all)	Black shingle/tar	11 Chrysotile	NA	150	SF (per layer)		

	A Lings of the last	575	Watson Avenue.				
Sample		Location	Material	PLM	TEM	Qu	antity
575-NF-01 to 02	Interior	2nd floor east rear room	Tan floor tile	PC 3.3 – 3.1 Chrysotile	NA	150	SF

1000		59	3 Watson Avenue	Vatson Avenue				
Sample	and the same	Location	Material	PLM	TEM	Qua	ntity	
593-F-09- 10	Exterior	Siding under aluminum	Grey comentitious siding	10 Chrysotile	NA	1,850	SF	