State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

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

FORD M. SCUDDER
Acting State Treasurer

STEVEN SUTKIN
Director

December 8, 2015

Yannuzzi Group Inc.
135 Kinnelon Road – Suite 102
Kinnelon, NJ 07405

Re: Project #P1134-01 – Demolition of Residential Dwellings:201, 512, 515, 606 & 631 Boesel Ave; 654 Huff Ave; 627 & 655 Lincoln Ave; 254 & 315 N. 2nd Ave; 5 & 7 N. 3rd Ave; 56 S. Bank St.; Manville, Somerset County, NJ - Award Amount: $260,000.00

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

You are hereby given notice to proceed on December 8, 2015.

Very truly yours,

Richard M. Ferrara
Assistant Deputy Director
Contracts and Procurement

C .W. Fernandez
B. Byster
G. Tassi
K. Smith
J. Langsdorf
J. DeAngelo
B. Mahan
S. Taylor
B. Coleman
Liz Calderone
Central File

Receipt and Understanding is Hereby Acknowledged.

Signature

12/8/15
Date

CONSTRUCTION CONTRACT AWARD SCHEDULE

STATE OF NEW JERSEY

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

No SBE Set-Aside

PROJECT NUMBER: ***P1134-01***

AWARD DATE: ***December 8, 2015***
Tuesday, 10:00 a.m.

PROJECT/ LOCATION: ***Demolition of Dwellings / Various Addresses / Manville, NJ – Somerset County***

A/E: ***LAN Associates***
445 Godwin Avenue
Midland Park, NJ 07432
201-447-6400
201-447-1233 (fax)

CALENDAR DAYS: **57**

NAME/ADDRESS/PHONE	IDENTIFICATION NUMBER	LIQUIDATED DAMAGES	AWARD AMOUNT
Yannuzzi Group, Inc. ***135 Kinnelon Road*** ***Suite 102*** ***Kinnelon, NJ 07405*** ***908-218-0880***		***$250.00***	*Bond #PB12048700075* *Philadelphia Indemnity Insurance Company* *One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004* ***$260,000.00***
	TRADE CODE	**TRADE**	
	C008, C009, C021	***Single Bid Lump Sum All Trades*** *General Construction Demolition*	

W. Fernandez

TOTAL CONTRACTS	TOTAL AWARD AMOUNT
(1)	***$260,000.00***

PERMITS MALIED TO CONTRACTOR:	PERMITS RETURNED FROM CONTRACTOR:
N/A	
(date)	(date)

Comments:
Reco – 12-2-15

Contract Date: 12-8-15

NTP Date: 12-8-15

DPMC-34 (08/07)

CONTRACT

THIS AGREEMENT, made this 8th day of December, 2015

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

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

YANNUZZI GROUP, INC.

of **135 Kinnelon Road,** City of **Kinnelon,** County of **Morris,** and State of **New Jersey** hereinafter called "Contractor". **(FID #221619153)**

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **OWNER**, the **CONTRACTOR** hereby agrees with the **OWNER** to commence and complete the construction described as follows:

CONTRACT PROJECT NO.: **P1134-01-CC01**
DEMOLITION OF RESIDENTIAL DWELLINGS,
201, 512, 515, 606, 631 BOESEL AVE, 654 HUFF AVE,
627, 655 LINCOLN AVE, 254, 315 N. 2ND AVE, 5, 7 N. 3RD AVE, 56 S. BANK ST,
SOMERSET COUNTY – MANVILLE, NEW JERSEY

LUMP SUM BID ... ... $260,000 .00

SPECIFICATIONS:	Dated 10-21-15, included as part of this contract.
UNIT PRICES:	N/A
BULLETINS:	"A" dated 11-16-15, 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:	Included in Specifications dated 10-21-15, included as part of this contract.
POST BID REVIEW CERTIFICATION:	Dated 11-25-15, included as part of this contract.

*Refer to Page 3.

hereinafter called the project, for the sum of **TWO HUNDRED SIXTY THOUSAND** Dollars (**$260,000.00**) 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 **LAN Associates**, 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

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

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

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

ATTEST:

(Witness)

DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

By

RICHARD S. FLODMAND
DEPUTY DIRECTOR
(Title)

(Affix Corporate Seal)

Anna Bastos
(Witness)

YANNUZZI GROUP, INC.
(Contractor)

By

PRESIDENT
(Title)

135 KINNELON ROAD, SUITE 102
KINNELON, NJ 07405
(Address)

WARRANTY:

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

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

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

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

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

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

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

(Affix Corporate Seal)

YANNUZZI GROUP, INC.
(Contractor)

Anna Bastos
(Witness)

By John Yannuzzi

PRESIDENT
(Title)

135 KINNELON ROAD, SUITE 102
KINNELON, NJ 07405
(Address)

This contract conforms to the standard form approved by the Attorney General.

JOHN JAY HOFFMAN
ACTING ATTORNEY GENERAL
OF NEW JERSEY

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., **November 24, 2015** after which time the bid proposals will be publicly opened and read.

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

Yannuzzi Group, Inc.
135 Kinnelon Rd., Suite 102
Kinnelon, NJ 07405

PROJECT NO P1134-01

PROJECT: Demolition of Residential Dwellings

LOCATION: 201, 512, 515, 606, 631 Boesel Ave., 654 Huff Ave., 627, 655 Lincoln Ave., 254, 315 N 2nd Ave., 5&7 N 3rd Ave., 56 S Bank St.

COUNTY: Middlesex

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

☒ Single Bid
lump sum all trades

$ 260,000.00
(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: October 21, 2015
3. Drawing(s)#: Included in the Specifications Dated: Included in the Specifications

This project will be fully completed and ready for occupancy within 57 Calendar days.

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

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

Submit only one bid proposal and bid bond form.

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

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

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

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

The Contractor acknowledges receipt of the following Bulletins:

BULLETIN NUMBER	DATE OF BULLETIN
"A"	11-16-15

The names and addresses of each Subcontractor included in this Single Bid proposal are listed below and are classified with DPMC in accordance with N.J.S.A. 52:35-1 et seq. at the time of the bid due date. If the Single Prime contractor intends to perform the work described under any of the listed trades sections of this bid proposal form, that Single Prime Contractor must be classified in that trade and listed in the appropriate Subcontractor section of this bid proposal. The Contractor acknowledges the failure to list classified Subcontractors as part of Single Bid proposals shall constitute a non-waivable material deviation resulting in a rejection of the bid.

DEMOLITION (C021)

NAME: Yannuzzi Group, Inc.

ADDRESS: 135 Kinnelon Rd., Suite 102, Kinnelon, NJ 07405

ASBESTOS REMOVAL/TREATMENT (C092)

NAME: Yannuzzi Environmental Services, Inc. LIC # 01228

ADDRESS: 135 Kinnelon Rd., Suite 102, Kinnelon, NJ 07405

ALLOWANCES

There are NO allowances in this bid.

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

I certify that the below named firm is classified by the Division of Property Management and Construction in the approved amount of $ 70,000,000.00 for (trade) C021 Demolition until 3-15-16 (expiration date).

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

Respectfully submitted,

(Seal-if Bid proposal is by a corporation)

By: Yannuzzi Group, Inc.
(Name of Firm)

John Yannuzzi
(Signature)

President
(Title)

135 Kinnelopn Rd., Suite 102
(Business Street Address ONLY – No P O Box)

Kinnelon	NJ	Morris	07405
(City	State	County	Zip)

Phone No. 908-218-0880

Fax No. [redacted]

Federal Identification No. [redacted]

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

☐ Yes

☒ No

If yes, attach explanation.

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

NON-COLLUSION AFFIDAVIT

PROJECT: Demolition of Residential Dwellings

201, 512, 515, 606, 631 Boesel Ave., 654 Huff Ave., 627, 655 Lincoln Ave., 254, 315 N 2nd Ave., 5&7 N 3rd Ave., 56 S Bank St.
Manville, Middlesex County

Bid Due Date **November 24, 2015** 2:00 PM

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

I, John Yannuzzi of the City of Kinnelon

in the County of Morris and the State of New Jersey

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

I am President

of the firm of Yannuzzi Group, Inc.

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

John Yannuzzi
SIGNATURE OF PRINCIPAL

Subscribed and sworn to before me this 23rd day of November 2015.

Anna M. Bastos
Notary Public

My Commission expires

ANNA M. BASTOS
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2322830
My Commission Expires 12/13/2019

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: Yannuzzi Group, Inc.

I hereby certify and say:

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

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

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

Bidder or Subcontractor	Description of Services	Performance Location(s) by Country
Yannuzzi Group, Inc.	Demolition	201,512,515,606,631 Boesel Ave., 654 Huff Ave., 627,655 Lincoln Ave., 254,315 N 2nd Ave., 5&7 N 3rd Ave., 56 S Bank St.
Yannuzzi Environmental Services, Inc.	Asbestos Removal	201,512,515,631 Boesel Ave., 654 Huff Ave., 627,655 Lincoln Ave., 254,315 N 2nd Ave., 5&7 N 3rd Ave.

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

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

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

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

Bidder: Yannuzzi Group, Inc.
[Name of Organization or Entity]

By: John Yannuzzi Title: President

Print Name: John Yannuzzi Date: 11-23-15

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

BIDDER Yannuzzi Group, Inc.

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

List Additional Activities on Separate Sheet

P.L. 2012 c. 25

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

Full Name (Print): John Yannuzzi Signature: John Yannuzzi

Title: President Date: 11-23-15

BLUE ACRES POST BID REVIEW INTERVIEW & CERTIFICATION

DPMC PROJECT NUMBER: P1134-01

PROJECT NAME: Manville Demolition of Dwellings

PROJECT ADDRESS: 201, 512, 515, 606, 631 Boesel Ave., 654 Huff Ave., 627, 655 Lincoln Ave.; 254, 315 N 2nd Ave., 5&7 N 3rd Ave., 56 S Bank St.

MEETING DATE: 11/25/2015

MEETING TIME: 10am

MEETING LOCATION: Municipal Bldg, 325 Main St, in the Courtroom, Manville, NJ

INVITED: _____ REPRESENTING: _____ CONTACT: _____

SEE ATTACHED SIGN IN SHEET

PURPOSE:

- This Post Bid Review Interview with the apparent low bidder (Contractor) for the project is to confirm the Contractor 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 **P1134-01** Demolition of Dwellings: 201, 512, 515, 606, 631 Boesel Ave., 654 Huff Ave., 627, 655 Lincoln Ave.; 254, 315 N 2nd Ave., 5&7 N 3rd Ave., 56 S Bank St., including all drawings, specifications and Bulletins as listed below and that these documents constitute the Contract Documents.

   a. Bulletin A 11-16-2015
      Response: Yes Signed: [signature]

4. Award: The Contractor confirms that the following Base Bid, was submitted in their bid submission. The Contractor also understands that their Awarded Contract will be based upon the Base Bid.

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

      1. Single Lump Sum Base Bid $ 260,000

      Response: Yes Signed:

   b. There are NO allowances in this project.

      Response: Yes Signed:

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

   a. Primary / Named Trades: The Contractor confirms that the following DPMC classified Contractors were submitted as "Named Subcontractors" in their bid submission. The Contractor further confirms that there will be no substitutions for the Named Subcontractors for the duration of the Project.

      Demolition: Yannuzzi Group, Inc.

      Asbestos Removal /Treatment: Yannuzzi Environmental Services, Inc.

      Response: Yes Signed:

6. Scope of Work and General Conditions Requirements:

   a. Intent of the Project: Contractor has reviewed the Contract Documents, and incorporated their contents / information into their bid submission package and is familiar with the intent of the project?

      Response: Yes Signed:

   b. Existing Conditions: Contractor has visited the project site and familiarized themselves with the existing conditions of the site, including buildings, paving and roadways, utilities and other features, in order to plan and coordinate the proposed work accordingly and that the conditions of the existing site are incorporated into their bid submission?

Response: Yes Signed:

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

Response: Yes Signed:

d. Supervision: The contractor will provide one **Full Time Competent Superintendent** for the duration of the entire project. This superintendent shall be responsible to coordinate all project activities, serve as the official on-site contact person for the Contractor and attend all, if needed project meetings including the pre-construction meeting. This superintendent may be a "working" superintendent.

Response: Yes Signed:

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

Response: Yes Signed:

7. The Contractor is aware of the following DPMC requirements:

a. Requirement for Payment: Applications will be considered incomplete without the required DPMC documents and will be rejected for payment.

b. Contract Time: Contractor confirms that they have reviewed the project schedule and are prepared to execute the work as outlined and within the stipulated contract time of **57 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 and CoA's.

Response: Yes Signed:

8. Project Specific Issues: 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: Yes Signed: _____

9. Execution of the Work: 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.

Response: Yes Signed: _____

10. Bonds: The Contractor is aware that if they are the successful low bidder, they 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: Yes Signed: _____

11. UCC Permit Status: The Contractor understands the following concerning the UCC Building Permit for this project:

a. The required UCC Permit Tech Sheets have been prepared by the A/E and will be forwarded by the State to the Contractor.

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 not 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: Yes Signed:

12. The Submittal Process: The Contractor understands the following concerning the Submittal Process:

a. Contractor shall furnish submittals in accordance with the Submittal Schedule as prepared by the Consultant.

b. Submittals up to and including Item# 21 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.

d. The Contractor is expected to utilize electronic submittals wherever possible. Details of this process will be discussed at the pre-construction meeting.

e. The Consultant will not review submittals that supersede previously approved submissions unless there is justification.

f. A third (3rd) review of submittals will require a back charge in the form of a credit change order by the contractor to the state.

Response: Yes Signed:

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

Response: Yes Signed:

14. Comparison of the Bid Submission with the Consultant's Estimate by CSI Division: The Contractor confirms that their bid submission: accurately reflect the Scope of the Work as defined by the Contract Documents:

a. Review of the Base Bid

b. Cost Breakdown Review Lot by Lot Breakdown

Response: Yes Signed:

DPMC

CERTIFICATION

I Nicholas Adams - estimator as authorized

(Name and Title of Bidder's Representative - print)

signatory for Yannuzzi Group, Inc. hereby confirm

(Company Name - print)

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

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

(Signature of Bidder's Representative)

11-25-2015
Date

Witnessed by:

WALT FERNANDEZ
DPMC Representative (print)

11-25-15
Signature/Date

EXHIBIT B

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

CONSTRUCTION CONTRACTS

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

a. The contractor or subcontractor, where applicable will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The contractor or subcontractor will send to each labor union, with which he has a collective bargaining agreement a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2, provided however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10.5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal

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

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement, or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade. The State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to layoff some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards, in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractors shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority

(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 (2014)

The contractor agrees that:

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

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies, or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;

3. The Contractor shall actively solicit and shall provide the DPMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and

4. The Contractor shall provide evidence of efforts described at 2 above to the DPMC no less frequently than once every 12 months.

5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACTS
State Contract Language

Equal Opportunity for Individuals with Disabilities

The **CONTRACTORS** and the **STATE** do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (**42 U.S.C. S12101 et. seq.**), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant 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)