



State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-
ERISTOF
STATE TREASURER

STEVEN SUTKIN
DIRECTOR

September 2, 2014

Yannuzzi Group Inc.
152 Route 206 South
Hillsborough NJ 08844

Re: Project # P1113-09 - Demolition of Residential Dwellings - 58 Charles St.,
42, 60, 64 William St., 35, 37 Bordentown Ave., Middlesex County, Sayreville NJ
Award Amount: \$169,200.00

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

You have been authorized to proceed on September 2, 2014 with Non-Permit Activities.

Very truly yours,

Richard M. Ferrara
Richard M. Ferrara
Assistant Deputy Director
Contracts and Procurement

et
C

- W. Fernandez
- R. Ferrara Jr.
- L. Blackwell
- K. Smith
- T. Adams, Risk Mgt.
- B. Mahan
- J. DeAngelo
- T. Humes
- B. Coleman
- Central File

Receipt and Understanding is Hereby Acknowledged.

Signature

Date

9/2/14



State of New Jersey

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

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOF
State Treasurer

STEVEN SUTKIN
Director

August 26, 2014

Yannuzzi Group Inc.
152 Route 206 South
Hillsborough NJ 08844

Re: Project #P1113-09 – Demolition of Residential Dwellings – 42, 60, 64 William St.
35, 37 Bordentown Ave., 58 Charles St., Middlesex County, Sayreville NJ
Award Amount: \$169,200.00

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 Friday, August 29, 2014 at 9:00 a.m., in the Division of Property Management and Construction, 33 West State Street, 9th Floor, Trenton, New Jersey.

Enclosed is the original and three copies of the formal contract to be signed by an official of the firm and presented with properly executed performance and payment bonds using the enclosed sample forms (submit two originals of each bond).

ONE INSURANCE CERTIFICATE MUST BE PRODUCED NAMING YOUR FIRM AS THE INSURED AND LISTING THE STATE OF NEW JERSEY AS THE ADDITIONAL INSURED (SEE ARTICLE 13.4 OF THE GENERAL CONDITIONS).

The bonds and certificates of insurance must reflect the same date as the contract award meeting. Contract performance (on site) shall commence not later than ten (10) days after receipt of Notice to Proceed.

You shall perform no work under the contract until the required evidence of financial responsibility and bonds have been furnished. Thereafter, work at other than the contract site may be undertaken. You shall perform no work at the site except pursuant to a Notice to Proceed issued by the Contracting Officer.

Time extensions for completion of the work will not be granted due to a failure to comply with these procedures.

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

Very truly yours,

Richard M. Ferrara
Assistant Deputy Director
Contracts and Procurement

Note: All "business concerns" as defined in N.J.S.A. 52:32-33, which are awarded contracts with the State of New Jersey, are encouraged by the Department of the Treasury to notify their employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to your employees shall be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. s.1320b-8 to serve in the State of New Jersey.

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

PROJECT NUMBER: *P1113-09*

AWARD DATE: *August 29, 2014*
9:00 a.m., Friday

PROJECT/ LOCATION: *Demolition of Residential Dwellings – 58 Charles St. 35 & 37 Bordentown Ave. 42, 60, 64 William St.. Middlesex Co. Sayreville NJ*

A/E: *Dewberry Engineers Inc. 600 Parsippany Rd. Ste 301 Parsippany NJ 07054 973-576-9677 973-739-9710 {fax}*

CALENDAR DAYS: **30**

NAME/ADDRESS/PHONE	IDENTIFICATION NUMBER	LIQUIDATED DAMAGES	AWARD AMOUNT
<i>Yannuzzi Group Inc. 152 Route 206 South Hillsborough NJ 08844 908-218-0880/0884 {fax}</i>	[REDACTED]	\$250.00	\$169,200.00
	TRADE CODE	TRADE	
	<i>C008, C009 C021 C092</i>	<i>Single Bid Lump Sum All Trades Demolition</i>	
W. Fernandez R. Ferrara Jr.		TOTAL CONTRACTS	TOTAL AWARD AMOUNT
		(1)	\$169,200.00

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

Comments: <i>Reco –</i> <i>Permits - Required</i>

CONTRACT

THIS AGREEMENT, made this 29th day of August, 2014

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.

(a corporation)

of 152 Route 206 South, City of Hillsborough, County of Somerset, 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.: **P1113-09-CC01**
DEMOLITION OF RESIDENTIAL BUILDINGS
58 CHARLES ST., 42, 60, 64 WILLIAM ST.
35, 37 BORDENTOWN AVE
MIDDLESEX COUNTY - SAYREVILLE, NEW JERSEY

LUMP SUM BID\$169,200.00

SPECIFICATIONS: Dated 07-16-14 and are included as part of this contract.

UNIT PRICES: N/A

ALLOWANCES: Submitted on proposal page 3 included as part of this contract.

BULLETINS: "A" dated 07-23-14, "B" dated 08-13-14, have been
acknowledged by the bidder included as part of this contract.

GEN.CONDITIONS: Instructions to Bidders & General Conditions revised May 2014, included as
part of this contract.

DRAWINGS: See Cover Sheet dated 07-16-14, included as part of this contract.

*Refer to Page 3.

hereinafter called the project, for the sum of ONE HUNDRED SIXTY NINE THOUSAND TWO HUNDRED
Dollars (\$169,200.00) 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 Dewberry Engineers Inc., herein entitled the
Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The contractor hereby agrees to commence work under this contract on (See Notice to Proceed) and to fully complete
the project within 30 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.

ATTEST:



(Witness)

**DIVISION OF PROPERTY MANAGEMENT
AND CONSTRUCTION**

By 

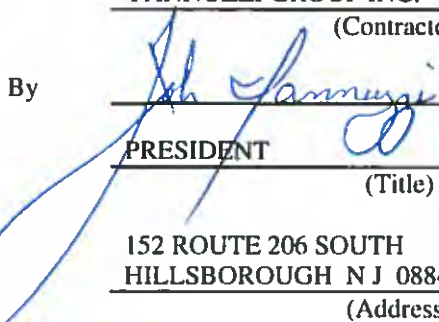
RICHARD S. FLODMAND
DEPUTY DIRECTOR

(Title)

(Affix Corporate Seal)



(Witness)

By 

YANNUZZI GROUP INC.
(Contractor)

PRESIDENT
(Title)

152 ROUTE 206 SOUTH
HILLSBOROUGH N J 08844
(Address)

WARRANTY:

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

Please be advised that pursuant to 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. 53:32-32 et. seq. to the taxpayer shall be stayed.


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

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

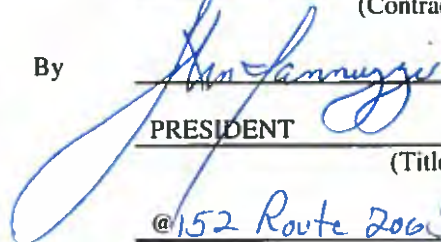
will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the McBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989,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

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

(Affix Corporate Seal)



 (Witness)

By 

 @ YANNUZZI Group Inc.
 (Contractor)

 PRESIDENT
 (Title)

 @ 152 Route 206 South Hillsborough, NJ
 (Address) 08844

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 August 26, 2014 and are included as part of this contract.

“THE MINORITY PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS 24% PER SKILLED CRAFT.”

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

“(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.”

RECEIVED
DPMC
2014 AUG 21 P 3:31

BID PROPOSAL FORM - Revised

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

 ORIGINAL

The bid proposal is to be returned in the pre-addressed envelope and will be accepted no later than 2:00 p.m.,
August 21, 2014 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)

YANNOZZI Group Inc.
152 Route 206 South
Hillsborough, NJ 08844

PROJECT NO P1113-09

PROJECT: Demolition of Residential Dwellings

LOCATION: 42, 60, 64 William St., 35, 37 Bordentown Ave., 58 Charles St., Sayreville

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 \$ 169,200.⁰⁰
(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 July 16, 2014
3. Drawing(s)#: Total- Nine Sheets dated July 16, 2014

This project will be fully completed and ready for occupancy within 30 calendar days.

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

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

Submit only one bid proposal and bid bond form.

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

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

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

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

The Contractor acknowledges receipt of the following Bulletins:

<u>BULLETIN NUMBER</u>	<u>DATE OF BULLETIN</u>
"A"	7/23/14
"B"	8/13/14

2015 AUG 21 P 3: 31
RECEIVED
DPMC

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.

ASBESTOS REMOVAL/TREATMENT (C092)

NAME: ALL PRO MANAGEMENT

ADDRESS: 27 OUTWATER LANE Garfield NJ 07026

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DPMC

2015 AUG 21 P 3: 34

ALLOWANCE

Include \$20,000 in your base bid for removal of septic systems and subsequent backfilling and grading.

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

PROJECT EJ
DPMC

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 for (trade) 2015 AUG Demo B:3tion 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)

[Signature]
(Signature)

President
(Title)

152 Route 206 South
(Business Street Address ONLY - No P O Box)

Hillsborough NJ Somerset 0884
(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.

RECEIVED
 STATE OF NEW JERSEY
 DEPARTMENT OF TREASURY
 DIVISION OF PROPERTY MANAGEMENT & CONSTRUCTION
 2015 AUG 21 P 3:35
 NON-COLLUSION AFFIDAVIT

PROJECT: Demolition of Residential Dwellings
 42, 60, 64 William St., 35, 37 Bordentown Ave., 58 Charles St.,
 Sayreville, NJ Middlesex County

Bid Due Date August 21, 2014 02:00 PM

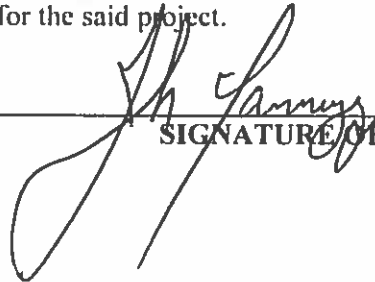
STATE OF NEW JERSEY |
 | SS.
 COUNTY OF |

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.


 SIGNATURE OF PRINCIPAL

Subscribed and sworn to before me this 21st day
 of August 2014 .

Julie Brink
 Notary Public

My Commission expires JULIE BRINK
ID # 2405281
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 3/7/2016

Public Law 2005, Chapter 92
Formerly: Executive Order 129

RECEIVED
DPMC

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.

<u>Bidder or Subcontractor</u>	<u>Description of Services</u>	<u>Performance Location(s) by Country</u>
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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: [Signature]

Print Name: John YANNUZZI

Title: President

Date: 8-21-53

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:

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 N/A Relationship to Bidder/Offeror _____

Description of Activities _____

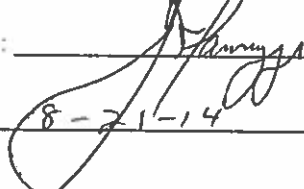
Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contract Name _____ Contact Phone Number _____


List Additional Activities on Separate Sheet

2015 AUG 21 P 3:35
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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: 
Title: President Date: 8-21-14

RECEIVED
DPRAC
2015 AUG 21 P 3:35


JULIE BRINK
ID # 2405281
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/7/2016

MEMORANDUM

TO: Attendees
FROM: Steve Benosky *SB*
DATE: August 7, 2014
RE: Demolition of Dwellings, DPMC Projects P1113-08 and P1113-09
Borough of Sayreville, Middlesex County
Pre-Bid Meeting Minutes

TIME & PLACE OF MEETING: Thursday, August 7, 2014 at 10:00 AM at 58 Charles Street

IN ATTENDANCE: (See Attached Sign-In Sheet)

Summary of Discussion:

On Thursday, August 7, 2014, beginning at approximately 10:10 am a Pre-Bid Meeting was held at 58 Charles Street in Sayreville, New Jersey for DPMC Projects P1113-08 and P1113-09. The purpose of the meeting was to present the scope of the work for construction of the project and discuss administrative details with all parties involved. The meeting proceeded as follows:

1. Mr. Forgione requested that all bidders/contractors sign the pre-bid meeting sign-in sheet.
2. Refer to the attached agenda for a list of items discussed.
3. Mr. Forgione stated that the homes will be open for inspection for 2 hours immediately after this meeting, but there will be no other times before the bid when the interior of the homes will be accessible to the bidders.
4. There were no contractor questions.

We believe the foregoing record to be an accurate summary of the meeting and related decisions. We would appreciate notification of exceptions or corrections to these Minutes within five (5) days of receipt. Without notification, we will consider these minutes to be a record of fact.

Respectfully Submitted,
Steve Benosky, P.E.
Dewberry Engineers Inc.

Sandy/ Blue Acres PRE-BID MEETING AGENDA
Date: 8/7/14

PROJECT # P1113-08: 55 Weber Ave., 125, 133, 174, 176 MacArthur Ave., 81 Boehmhurst Ave.

P1113-09: 42, 60, 64 William Street, 35, 37 Bordentown Ave., 58 Charles Street

Demolition of Residential Dwellings in Sayreville, Middlesex County

1) Introductions / Fernandez:

- **State Project Team Members**
 - Walter Fernandez
 - John Forgione
 - Stanley Pandza
- **Project Design Consultant & Staff**
 - Peter Black, Dewberry Engineers Inc.
 - Steve Benosky, Dewberry Engineers Inc.

2) Administrative Items / Fernandez

- **All Bidders must Sign In**
- **Nothing said here or during the site visit(s) is a part of the contract unless specifically issued in writing by Bulletin.**
- **Minutes of this meeting & sign-in sheet will be distributed as part of Bulletin "B" along with other info that may be required including answers to all Bidders' Questions.**
- **Bid is Single Prime / Lump sum**
- **All bidders 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 trade: Asbestos Removal (C093)**

- **Review Bid Proposal Form:** Do not leave any blanks
- **Bids Due: 8/21/14 by 2:00 pm** at 33 West State Street, Trenton
Unless 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

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

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

➤ **Contract Terms:**

- Contract Performance Period is **40 calendar days** from issuance of NTP by the State for Project # P1113-08
- Contract Performance Period is **30 calendar days** from issuance of NTP by the State for Project # P1113-09
- Liquidated Damages 1/20th of 1% of contract value with a minimum of \$250.
- Bid Bond is 50% of bid amount.

➤ **Post Bid Review with Apparent Low bidder:**

- Bidders should be prepared for a meeting with the Project Engineer and State Project Team on 8/22/14 at 9am for P1113-08 & 11am for P1113-09 at the site to review your bid in Sayreville, address TBD.
- Contractor must bring estimator and ACM sub-contractor to the meeting.

3) Additional Questions after today's meeting

- *E-mail to: walter.fernandez@treas.state.nj.us*
 - **no later than: 8/11/14 by Noon**
- All questions/RFT's in WORD format, not PDF
- No verbal questions or phone calls to DPMC, client or engineer

- Responses will be made to all via Bulletin "B"

4) Project Description

- i. Single Prime / Bid is Lump Sum
- ii. Review Scope of Work, Plan, Spec
- iii. Allowance – P1113-09 See attached description
- iv. Review Bulletin "A" / Schedule of Values / Submittal Log
- v. Special Features/Requirements Bullet Points:
 1. **Very fast paced project**
 2. Before Photos for General Contractors benefit
 3. Protection of Sidewalks and Aprons
 4. Tracking Pads/ Use driveway to enter, exist and clean-off
 5. No containers left in the street overnight and no dumpsters left without a cover on site
 6. Do not block Roads
 7. Caution with adjoining properties
 8. No interaction with the public, all questions go to town BA
 9. Backfill and 3rd party testing agency for compaction
 10. Seeding
 11. Both Demo projects to have same NTP date *but may have different Completion date*
 12. Working hours Monday – Saturday 7am to 7pm Weber Ave only. MacArthur, Boehmurst, Bordentown Ave, William, Charles Street, Monday to Friday 7am to 7pm, Saturday 7am to 4pm. Sunday No Work Permitted.
 13. Safety – Personal Protection/Safety Plan
 14. Provide detailed Demolition Plan and Abatement Plan

15. Must show sequencing of homes to be abated and sequencing of homes to be demolished

16. 48 hours' notice must be given to DPMC prior to any home demolition beginning

17. Water Usage/Water Meter

vi. All submittals are required within 4 calendar days of NTP. The submittal log will be included in the bid package

vii. All proposed substitutes within 4 calendar days of NTP or will not be considered

5) **Highlight General Conditions Clauses/John Forglone, DPMC Construction Manager:**

Paragraph IB1.5 **FULL KNOWLEDGE OF SITE**

Bidders required to visit site prior to submitting proposals; thorough examination of conditions of site: Reasonably observable conditions

Paragraph IB8.3 **THOROUGH REVIEW OF CONTRACT DOCUMENTS**

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

- 6) **4.6.2 The Contractor shall employ a full-time competent superintendent 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.**

7) Project progress meetings will only be held if needed. The A/E will attend, chair and issue record minutes of the meeting.

8) **Client Comments: DEP is Client**

9) **Bidder Question and Answer Session**

- Consultant- record all company names, questions and answers in meeting minutes. Answers to any questions which are unanswered are to be included in meeting minutes and addressed by Bulletin

8) **Site Walk-Thru**

- Tour work area
- Homes to be open for about 2 hours
- **No questions will be answered during walk-thru**

9) **Plans, Specifications and Bid Proposals** can be obtained by contacting:

- Richard Ferrara Sr. 9th floor plan room at 33 West State Street

10) **Questions regarding the Bid Proposal form, Bidding procedures, Bonding, etc, contact:**

Richard Ferrara Sr. of the DPMC Contracts Procurement Group at 609 633-3914

The allowance is only for P1113-09.

There are 4 properties which may have septic systems, although the A/E could not find evidence of them. The allowance will be used for the removal of the septic system and subsequent backfilling and grading of the area. In accordance with notes on the drawings, the contractor is to excavate test pits to try find the septic's. If he finds a septic, the allowance will then be used for him to remove, backfill, and grade.

The amount of the allowance will be \$20,000 (\$5,000 per property).

Note: that there is 1 property for P1113-08 and 4 properties for P1113-09 which may have wells. In accordance with the notes on the drawings, the contractor is to excavate test pits to try to locate the wells. If the wells are found, the work associated with abandoning the well will be added to the A/E contract, and will not be the contractor's responsibility. Abandoning the wells is not the contractor's responsibility.

PRE-BID MEETING SIGN-IN SHEET

PROJECT #: P1113-09

PROJECT TITLE: Demolition of Residential Dwellings
Sayreville
Middlesex County

DATE & TIME: 8/7/14 10AM


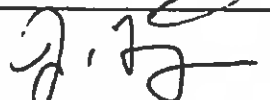

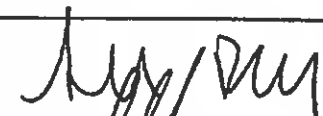
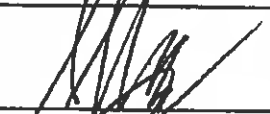


COMPANY NAME (PRINT)	REPRESENTATIVE (PRINT)	SIGNATURE	TELEPHONE NUMBER	E-MAIL
DPM&C	Walter Fernandez			
DPM&C	John Forgione			
Dewberry Engineers Inc.	Peter Black			
Dewberry Engineers Inc.	Steve Benosky			sbenoskye@demolition.com
NJ. DPHC	SIAM PANDZA			
D&J MAZZA Demolition	DANON KOZUL		732 922 0758	DANON @ MAZZA DEMO. (D)
ALL PRO MAINTENANCE	ALL PRO MAINTENANCE			OLLENM @ ALL PRO MAINTENANCE. CO

EXHIBIT B

(Revised December 2010)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

ANTIDISCRIMINATION

Mandatory Language

N.J.S.A. 10:2-1 (2012)

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, manufacturer, 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, manufacturer, 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 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.

ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

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

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

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

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

AMERICANS WITH DISABILITIES ACTS
State Contract Language

Equal Opportunity for Individuals with Disabilities

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

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

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

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

(Revised 4/10)

EXHIBIT A

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