To: All Vendors Bidding on The College of New Jersey Forcina Parking Garage Repairs Project

From: Roselle Horodeski
Finance and Business Services

Date: June 16, 2015

ADDENDUM NO. 1

REFERENCE: The College of New Jersey Forcina Parking Garage Repairs Bid No. AB150047

Date of Original Bidding Documents: June 3, 2015

INTENT: This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents and Prior Addenda if any, as identified above.

ADDITIONAL SCOPE: Detail Sealant Repairs – Cove Joints has been added to the scope of work. See attached.

CONTRACTOR QUESTIONS:
Question 1: There is no linear footage for crack repair and precast. This should be a unit price for extra work. Response: Please include 1500 LF in base contract of cracks up to ½” wide. See revised cost sheet of the Construction Bid Proposal Form attached.

Question 2: Same can be said for check & repair weld pockets. Are we to assume this is a unit #? Response: Please see revised cost sheet of the Construction Bid Proposal Form attached.

Question 3: For the weld repairs, is vector method (see attached) acceptable in lieu of welding? Response: No.

Question 4: Is there a given quantity of weld pocket repairs that need to be made? Response: Assume 50.

Question 5: Is power washing and/or the application of clear water repellant of the top deck required? Response: Power washing or clear water repellant is not required.
PRE-BID SIGN-IN SHEET:
Sign-In Sheet from June 6, 2015 pre-bid attached.

END OF ADDENDUM NO. 1

Attachments: Revised Construction Bid Proposal Form
Pre-Bid Sign-In Sheet
Additional scope – Detail Sealant Repairs – Cove Joints
THE COLLEGE OF NEW JERSEY  
Construction Bid Proposal Form

Office of Finance & Business Services  
Bid Number: AB150047
Administrative Services Building, Rm. 201  
Bid Due Date: June 25, 2015
2000 Pennington Road  
Ewing, New Jersey 08628-0718

Project Name: Forcina Parking Garage Repairs

BIDDER INFORMATION

Firm Name:  
Telephone Number:
Contact Person:  
Fax Number:
Address:  
Email Address:
Federal I.D. Number:

SOLICITATION OF CONSTRUCTION BIDS

1. Bid proposals are solicited as follows:
   A. Single Bid (Lump Sum) which combines all trades.
      (1) The total number and types of trades are set forth in the
          Specifications.
      (2) Bidder enters the Bid Price on the line provided.
      (3) Pursuant to the requirements of N.J.S.A. 18A:64-76, bidder lists the
          names of the subcontractors on the Subcontractor Information
          page.

2. The scope of work includes providing labor, materials and equipment to remove
   and replace joint sealants on the top level of the Forcina Parking Garage.

   A. See Specifications and Drawings for Details (included in RFP package).
   B. The College may issue Addenda or Clarifications which may include
      additions to or deletions from the scope of work; changes to the
      Specifications, Drawings, and proposal form; and clarifications of
      requirements. Bidder is advised to review all Addenda and/or clarifications
      carefully, and shall note the receipt of same with their bid package.
1. PRICES
   A. Bidder submits prices for the Base Bid and any Alternate Proposals and Unit Prices which are listed for the contract of the bid. If there is no cost associated with the Alternate or Unit Price, bidder is required to enter “0.00” or “no change”.
   B. Prevailing wage rates apply (Mercer County).
   C. Bid is to remain good for sixty (60) days after the Bid Due Date.

2. BOND REQUIREMENTS AND SURETY STANDARDS
   A. Bidder must submit with its bid a Certified Check in the amount of ten percent (10%) of the base bid, or a Bid Bond in the amount of ten percent (10%) of the total bid.
   B. The successful bidder must submit a Performance and Payment Bond equal to 100% of the contract. A completed Surety Disclosure Statement and Certification must accompany the Performance and Payment Bond.
      (1) The Performance and Payment Bond form and a sample Surety Disclosure Statement and Certification form are included at the end of this Construction Bid Proposal Form.
   C. All bid deposits shall be returned within three (3) days of Notice of Intent to Award, except for the successful bidder(s) whose bid security shall be returned after execution of a formal contract, and delivery of the Performance Bond/Labor and Material Bond and Certificates of Insurance.
   D. Should the successful bidder fail to enter into said contract after acceptance of bid by the College, then the check or security deposited by that bidder shall, at the option of the College, be retained as liquidated damages, or if Bid Bond has been supplied, principal and surety shall be liable to the amount of the Bid Bond.
   E. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

3. LICENSES, CERTIFICATIONS, REGISTRATIONS, QUALIFICATIONS
   A. The bidder or, as applicable, its subcontractors shall at the time of bid have those required licenses, certifications, registrations, qualifications and the like (“LCRQ”) listed below and shall present satisfactory evidence thereof upon request of the College prior to the notice of intent to award.
      N/A
   B. The selected bidder/contractor or, as applicable, its subcontractors shall have and shall present satisfactory evidence of all other required LCRQ noted in the Specifications after execution of contract during the submittal process and prior to the start of the applicable work, unless otherwise requested by the College or a date or event specified for that LCRQ in the Specifications.

4. SUBCONTRACTORS
A. Pursuant to New Jersey State Law (N.J.S.A. 18A-76.1), a Single Bid (Lump Sum) bidder discloses its subcontractors to whom the bidder intends to subcontract the work. The Subcontractor Information sheet is provided for this purpose.

5. Under Executive Order 34, the College is responsible for soliciting demographic information from its vendors. The College is required to seek the following information from each firm under contract with the College:

1. Is more than fifty percent (50%) of your company minority owned? (circle one) YES NO (African-American, Hispanic, Asian, and/or Native American)

2. Is more than fifty percent (50%) of your company woman owned? (circle one) YES NO

3. What is the ethnicity of the owner of your company: (check applicable according to 51% ownership)

☐ Asian American
☐ Multiple Ethnicities
☐ Non-Minority
☐ Hispanic American
☐ African American
☐ Caucasian American Female
☐ Native American
☐ Unspecified

The College is required to solicit the foregoing information. Your response, however, is strictly voluntary. Please be advised that any contracting decisions made by the College will not be influenced in any way by your decision to provide the above information.

EXECUTIVE ORDER #34: MINORITY AND WOMEN BUSINESS ENTERPRISES

On September 15, 2006, Governor Corzine signed Executive Order 34 establishing a Division of Minority and Women Business Development. The Division is charged with administering and monitoring policies, practices, and programs to ensure that minority and women business enterprises (MWBE) are afforded an equal opportunity to participate in New Jersey’s purchasing and procurement processes.

State entities are required to report to the Division the ethnic and gender composition of the vendors with which those state entities do business.


7. Bidders are required to be registered with the New Jersey Department of Property Management and Construction (DPMC) and possess a DPMC C008 classification at the time of bid submission.
8. PREVAILING WAGE AND PUBLIC WORKS CONTRACTOR REGISTRATION ACTS

- The work described in this project is subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq.
- The Public Works Contractor Registration Act requires the bidder and any subcontractors listed in the bid to be registered with the New Jersey Department of Labor and Workforce Development at the time the bid is submitted. The contractor must submit registration certificates for all listed subcontractors prior to award of the contract.
- The Contractor must comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 through 56.57. Workers employed by the Contractor or any subcontractor or sub-subcontractor in the performance of services directly on the project must be paid prevailing wages. As required by N.J.S.A. 34:11-56.27 and 56.28, this contract cannot become effective until the College obtains from the New Jersey Department of Labor and Workforce Development a determination of the prevailing wage rates applicable to the project as of the contract award date and attaches a copy to the contract. As required by N.J.S.A. 34:11-56.27, the Contractor or any subcontractor may be terminated if any covered worker is not paid prevailing wages on the project, and the Contractor and its surety shall be liable for any additional costs which result. The Contractor and its subcontractors must be registered with the New Jersey Department of Labor and Workforce Development (N.J.S.A. 34:11-56.51 et seq.), and the prevailing wage rates must be posted at the job site (N.J.S.A. 34:11-56.32). The Contractor and its subcontractors must prepare accurate certified records of wages paid for each worker on the project (N.J.S.A. 34:11-56.29), and copies for the period covered by each invoice must be attached to the invoice submitted under the contract. In accordance with N.J.S.A. 34:11-56.33, the Contractor's final invoice must include a statement of all amounts still due then due to workers on the project. The Contractor is also cautioned that it must use job titles and worker classifications consistent with those approved by the Department of Labor and Workforce development, and that, if it intends to pay apprentice rates, it must comply with the Department of Labor and Workforce Development regulations at N.J.A.C. 12:60-7.1 through 7.4.
- Please refer to [http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html](http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html) for official wage rate determinations for Mercer County, NJ.

9. In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of N.J.S.A. 19:44A-1 et seq/P.L. 2005 Ch. 51 (“Chapter 51”) and Executive Order 117. Enclosed are the requirements of Chapter 51 and Executive Order 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid proposal cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury. A completed copy of your Certification form is not required at time of bid; however, it
will be required from the bidder who receives the notice of intent to award from the College prior to the execution of the contract.

10. Vendors conducting business with any State agency including The College of New Jersey will be required to be registered with the New Jersey Division of Revenue. The vendor will be required to submit a Business Registration Certificate issued by the Department of Treasury, Division of Revenue, with the State of New Jersey prior to the award of a contract. N.J.S.A. 52:32-44. A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.

11. Energy Star energy efficient products: Under Executive Order #11 (Corzine), the College is required to select ENERGY STAR energy-efficient products when acquiring new energy-using products or replacing existing equipment. For products that do not have ENERGY STAR labels, vendors shall follow guidelines established by the New Jersey Clean Energy Program.

12. QUESTIONS
   A. Direct inquiries and correspondence relating to this proposal form and questions regarding the technical specifications and requests for clarification must be submitted in writing via fax to 609-637-5140 or email to horodesk@tcnj.edu and must be received prior to 4:00 p.m., on June 9, 2015.
   B. Should any questions be received, an addendum or clarification will be available on or after June 16, 2016 via our website (www.tcnj.edu/~budfin/). If an addendum and/or clarification is posted, it SHOULD be noted in the General Agreement section of the bidder’s proposal. Failure to do so may subject Bidder to disqualification.

13. HOW TO SUBMIT THE COMPLETED CONSTRUCTION BID PROPOSAL FORM
   A. Bidder places all pages of the completed form and the requisite additional documents in an envelope, seals the envelope, and labels it with his/her firm name, address, and “Sealed Bid Enclosed for (Bid Number and Project Name)”.
   B. Bidder mails or deliver by hand the sealed bid, no later than 2:00 p.m., June 25, 2015, to The College of New Jersey, Attention: Roselle Horodeski for (specify the Bid Number), Office of Finance & Business Services, Room 201, 2000 Pennington Road, Ewing, New Jersey 08628-0718. At 2:00 p.m., all bids will be publicly opened and read in Room 203 of the Administrative Services Building.
   C. Contractors are advised that the U.S. Postal Service and all express mail companies deliver to The College’s Mail Room or Receiving Department, not
directly to the Office of Budget & Finance. The College is not responsible for lost or misdirected bids.

14. Any bid not prepared and submitted in accordance with the provisions described herein may be rejected by the College. Any bid received after the time and date specified will not be considered. No bidder shall withdraw a bid within sixty (60) days after the date of the bid opening to allow the College to determine the lowest bid that will most economically serve the intentions of this Contract.

15. Any bidder who has defaulted on any contract with the College or any other State Agency may be considered as not responsible and their bid may be rejected. THE COLLEGE OF NEW JERSEY reserves the right to exercise this option, as the College deems proper and/or necessary in its best interest.

16. Bids shall include all costs of any nature necessary to complete the project in the manner and within the time required by the contract.

17. The College reserves the right to require bidders to provide a schedule of values of their lump sum bid price upon request.

18. The College is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise, Sales Tax and local taxes. Rentals of equipment for 28 days or less is not exempt from any tax under the State sales tax act.

19. Before submitting his bid, the bidder shall be familiar with the Drawings, Specifications, and other Documents that will form part of the contract and shall have visited the site of the project to confirm for themselves the character and amount of work involved.

20. No bidder shall be allowed to offer more than one price on each item even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. This may be cause for automatic rejection of bid.

21. It is understood and agreed that all prices quoted are firm and not subject to any increase during the life of the contract.

22. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specifications, the College's decision shall be final and conclusive.

23. Should the bidder discover discrepancies in this Request for Bids, the matter shall be at once brought to the attention of the College, and the discrepancies corrected by written agreement before submission of bid. The correction will be issued by addendum.

24. ACCEPTANCE/REJECTION OF BIDS
A. THE COLLEGE OF NEW JERSEY reserves the right to accept or reject any or all items covered in the bid request, or any portion(s) thereof, re-advertise and/or take such other steps decreed necessary and in the best interest of the College in accordance with law. Where two or more bidders are tied and all other relevant factors being equal, the College reserves the right to make the award to one of the bidders.

B. The bid is irrevocable by the bidder or the bidder's representatives. The bid, and any award made to the bidder by the College, shall bind the bidder and the bidder's heirs, executors, administrators, successors or assigns.

C. Award of contract shall be made to the lowest responsible bidder, whose bid, conforming to the invitation for bids, is the most advantageous to the College.

D. The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids, unless written extensions are requested by the College and accepted by the bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful bidder(s) to whom the award is to be made will be notified by receipt of a written "Intent to Award" from the College.

E. When award of contract is made in one fiscal year with effective date in the next fiscal year, award shall be contingent upon the availability and appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract term.

25. WITHDRAWAL OF BIDS
   A. A written request for the withdrawal of a bid, or any part thereof, will be granted if the request is received by the College prior to the specified time of the bid opening.
   B. Should the bidder refuse to perform the work for the price provided, they will forfeit their bid security and will be held liable for the difference between their low bid and the next highest/responsive bidder.

26. OSHA COMPLIANCE:
   A. The Contractor shall guarantee that all materials, supplies and equipment to be provided under his contract shall meet all applicable requirements, Specifications and standards of the Federal Occupational Safety and Health Act (OSHA) of 1970 as amended to date of acceptance by the College, and shall also apply to Contractors Construction procedures.

27. APPLICABLE LAWS:
   A. The following list of statutes and regulations, which may be applicable in whole or in part, is provided for the benefit of the Contractor and is not meant to be all-inclusive. In the event that other laws are applicable, it shall be the responsibility and obligation of the Contractor to ascertain and comply with them.
      (1) New Jersey Statutes and Regulations
Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.*
N.J.S.A. 52:32-44, Business Registration Certificate
N.J.S.A. 34:11-56.48 *et seq.*, Public Works Contractor Registration Act

(2) Federal Statutes
Immigration Control and Reform Act (1986) – 8 U.S.C.A. Section 1324(a) *et seq.*
The Americans with Disabilities Act of 1990

**28. EXAMINATION OF SITE, DRAWINGS AND SPECIFICATIONS**

A. Each Bidder shall visit the site of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this Contract.

B. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to his bid. By submitting a bid, the bidder agrees and warrants that he has examined the site, the Drawings and Specifications and, that the Specifications and Drawings are adequate and the required result can be produced under the Drawings and Specifications. No claim for any extra will be allowed because of alleged impossibilities in the productions of the results specified or because of unintentional errors or conflicts in the Drawings and Specifications. No change orders will be issued for items, materials or issues that existed on or with respect to the site prior to bidding.

**29. DRAWINGS AND SPECIFICATIONS**

A. The project shall be performed in accordance with the requirements of the Drawings and Specifications, subject to modification as provided in General Conditions. The Drawings and Specifications are intended to complement and supplement each other.

B. Any work required by either of them and not by the other shall be performed as if denoted in both. Should any work be required which is not also denoted in the Specifications or on the Drawings because of an obvious omission, but which is, nevertheless, necessary for the proper performance of the project, such work shall be performed as fully as if it were described and delineated.
30. FORM OF AGREEMENT
   A. Every successful bidder shall be required to sign the standard form contract, a copy of which is attached. Any proposed language or form changes which in any way modifies the contractor's responsibilities as set forth in the Contract Documents will not be acceptable and will be deemed to constitute a bid exception.

31. MULTIPLE BIDS NOT ALLOWED:
   A. No bidder is allowed to submit more than one bid from an individual, firm, partnership, corporation or association under the same or different name. This will be cause for automatic rejection of each bid.

32. SUBSTITUTIONS:
   A. The bidder may include in their bid substitute materials or equipment or methods in lieu of those specified in the contract documents, but they do so at their own risk. Any substitution must be equivalent in type, function and quality to the item required in the contract. The successful bidder must submit all information required within 20 days of contract award to determine if the proposed substitute is equal to the contract requirements, and any substitution must be approved by the architect and the College.

   B. The College shall have complete discretion to decide whether it will accept any substitution. No substitution shall result in any increase in the contract price or times. The successful bidder in its application for the substitution must certify in writing that the substitution is equal to what is specified in the contract documents in all material respects and will not increase the time or price of the contract work.

   C. Should the substitution be rejected, the contractor will then be required to provide the specified product, material or method at no additional cost to the College and no change in the project schedule.

33. DOCUMENTS/SUBMISSIONS THAT MUST BE PROVIDED BEFORE CONTRACT AWARD:
   • AFFIRMATIVE ACTION: The bidder is required to complete and submit a copy of Initial Project Workforce Report (AA-201) to the College and the Division of Public Contracts Equal Employment Opportunity Compliance verifying that the bidder is operating under a federally approved or sanctioned Affirmative Action program. The bidder also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to The College and the Division.

   • CERTIFICATE OF INSURANCE: The bidder is required to submit proof of liability insurance in accordance with The College’s contract.
• P.L. 2005, Chapter 51 / Executive Order 117 - Contractor Certification and Disclosure of Political Contributions:

In order for your proposal to be accepted and deemed valid, your company/firm will be required to comply with the requirements of Chapter 51 and Executive Order 117. Enclosed are the requirements of Ch. 51 and EO 117, the forms for Certification and Disclosure. The contract that will be generated based on this bid cannot be awarded without approval of the Certification and Disclosure forms by the State of New Jersey, Department of Treasury.

• New Jersey Business Registration Certificate

• All applicable licenses, certificates, and requirements specified in the scope of work, contract documents and specifications.
The following Bidder’s Checklist is provided as an aid to the bidder. It does not in any way relieve the bidder of its responsibility to insure that its bid proposal is complete.

a. _____ Bidder has completed the Bidder Information section and General Agreement section and filled out the receipt of addendum and clarifications.

b. _____ Bidder has completed the form of proposal and indicated base bid for either Separate Bid or Single Bid (Lump Sum all trades), prices for Alternate Proposals, and Unit Prices.

c. _____ Bidder for Single Bid (Lump Sum) has listed and has disclosed the subcontractors on the Subcontractor Information form.

d. _____ Bidder has enclosed a certified check or bid bond for ten percent (10%) of the amount of the bid.

e. _____ Bidder has completed and enclosed the Non-Collusion Affidavit.

f. _____ Bidder has completed and enclosed the Ownership Disclosure form.

g. _____ Bidder and each disclosed subcontractor has enclosed a copy of its registration certificate in accordance with the requirement of the Public Works Contractor Registration Act. (NJ Dept. of Labor and Workforce Development)

h. _____ Bidder has acknowledged the Affirmative Action Language in accordance with the requirements P.L. 1975 C.127. (NJAC 17:27).

i. _____ Bidder has enclosed its MWBE information.

j. _____ Bidder has enclosed its Electrical and Plumbing License and any other licenses, certifications, certifications, and qualifications.

k. _____ Bidder has enclosed its Vendor Qualification Statement

l. _____ Bidder has included a copy of its latest Experience Modification Rating (EMR Safety Rating). The College requires an average rating over the last 5 years of 1.25 or less.

m. _____ Bidder has included a copy of its DPMC Notice of Classification and Total Amount of Uncompleted Contracts.

n. _____ Bidder has enclosed a copy of its Chapter 51 & EO117 Certification form. A completed copy of your Certification form is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.

o. _____ Bidder has enclosed a copy of its New Jersey Business Registration Certificate in accordance with the requirements of the New Jersey Division of Revenue. A completed copy of your Certificate is not required at time of bid; however, will be required from the bidder who receives the intent to award from the College.
GENERAL AGREEMENT

1. Having examined the plans and specifications with related 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 undersigned hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated. This price covers all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. Bidder acknowledges receipt of the following Addendums/Clarifications:

Addendum Number _____ Date _________
Addendum Number _____ Date _________
Addendum Number _____ Date _________

3. Bidder acknowledges and affirms that he/she has personal knowledge of or has obtained and reviewed a copy of the valid prevailing wage rates at the time of the bid and for the duration of the contract for all trades involved in the project for the geographical location of the project as issued by the Commissioner of the Department of Labor & Industry, Trenton, NJ 08625 (609) 292-2259 or visiting the Department of Labor website at (http://lwd.dol.state.nj.us/labor/wagehour/wagerrate/wage_rates.html).

4. Bidder agrees that its price is good and the bid shall not be withdrawn for a period of 60 calendar days after the scheduled Bid Due Date and Time.

5. Upon conclusion of the 10 business day protest period, Bidder will execute the formal contract within 5 business days and deliver as required in the General Conditions: a Performance and Payment Bond; Surety Disclosure and Certification Statement; and certificates of insurance for general liability, automobile and worker’s compensation.

6. Bidder acknowledges work to commence on site not later than ten (10) calendar days after receipt of a Notice to Proceed.

Respectfully submitted,

________________________________________
(Signature of Principal)

________________________________________
(Printed Name of Principal)

________________________________________
(Title of Principal)
PRICES FOR SINGLE BID (LUMP SUM): Base Bid, Alternate Proposals, and Unit Prices
FORM OF PROPOSAL

To: The College of New Jersey
for: Repairs to the top level of Forcina Parking Garage

Date _____________

A. BID:

1. Base: We, ________________________________________________, the Undersigned, in accordance with the published advertisement inviting proposals, will furnish all labor, material, equipment and services necessary for the complete construction, as defined in the advertisement, specimen contract, specifications, addendums/clarifications/bulletins, drawings, and proposal, for the Contract amount indicated below for the above noted project in strict accordance with the Contract Documents and Addenda thereto for the total sum of:

1,500 LF crack repair: ___________________________
Repair 50 weld pockets: ___________________________
844 LF sealant repair-cove joints: ________________
All other work: ___________________________

TOTAL: ___________________________________ Dollars $ ___________________
(words)

General Construction (Single overall Prime Contract)

2. Add/Deduct Alternate

Check One: _____Add _______Deduct

No Alternates are requested for this bid.

3. CHECK LIST FOR BIDDERS:
A check list has been provided in these specifications for the use in completing this proposal. Bidders are encouraged to reference said list to minimize the opportunity for errors by the bidder.

B. UNIT PRICES: We, the Undersigned, agree, if awarded the Contract to perform additional work or delete work at the Unit Prices set forth below or at a negotiated unit price (Unit Prices are for work that is in addition to or is deleted from the base bid work):

No Unit Prices are requested for this bid.

C. AGREEMENT: We, the Undersigned, agree, if awarded the Contract, to execute an agreement for the above stated work and compensation on the Standard Form of Agreement Between Owner and Contractor.
D. SURETY: We, the Undersigned, agree, if awarded the Contract, to execute and deliver to the Owner, prior to the signing of the Contract, the Performance and Payment Bonds as required.
   • Contractor shall provide a Maintenance Bond at job completion for a period of one year for 100% of the final contract price.

E. BID SECURITY: The attached bid security is to become the Property of the Owner in the event that the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense (including the difference between the price provided with said bond and the next lowest responsive bidder) to the Owner caused thereby.
   
   Certified Check $______________________________
   Bid Bond $______________________________

F. STATEMENT:
1. We, the Undersigned, acting through its authorized officers and intending to be legally bound, agree that this bid proposal shall constitute an offer by the Undersigned to enter into a Contract with the acts and things therein provided, which offer shall be irrevocable for sixty (60) calendar days from the date of opening hereof and that the Owner may accept this offer at any time during said period by notifying the Undersigned of the acceptance of said offer.
2. We, the Undersigned, acknowledge receipt of the following Addenda/Clarifications:

   Addenda Number Dated
   ________________ ________________
   ________________ ________________
   ________________ ________________

   The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates, and hours of labor set forth in the Contract Documents.

   Dated ___________________________________________________________________

   Firm Name ____________________________ Phone Number: ______________

   Address __________________________________________________________________

   **If a corporation, give the State of Incorporation, using the phrase:
   "A corporation organized under the laws of ________________.
   If a partnership, give names of the partners, using also the phrase:
   "Co-partners trading and doing business under the firm name and style of
   ________________.
   If an individual using a trade name, give individual name, also using the phrase:
   "An individual doing business under the firm name and style of ________________.

   Dated: __________________________

   STATE OF ____________________________ SS.
   COUNTY OF __________________________

   ____________________________ being duly sworn say that the several matters stated in this proposal are in all respects true, and that no member of the State or employee of the College are interested in any way in this proposal.

   Sworn and subscribed before me __________________________

   Bidder signs above line
this __________ day of_________________ 20____

________________________________________

__________________________________________________________

Print Name

and

Title
Pursuant to the State Colleges Contract Law, N.J.S.A. 18A:64-76.1, all bids submitted shall set forth the names and license numbers of all subcontractors to whom the bidder intends to subcontract the plumbing and gas fitting work; the refrigeration, the heating and ventilating systems and equipment; the electrical work, including any electrical power plants; tele-data, fire alarm, or security systems; the structural steel and ornamental iron work (individually, the “Trade” or collectively, the “Trades”).

For each Trade listed below for which the work will be completed by a subcontractor you must list for each such subcontractor at a minimum the name and, where applicable, license number (or in lieu thereof enclose a copy of the license with this form) and preferably you will also list the subcontractor’s address, telephone number, and fax number. If the work will be self-performed by the bidder, you may indicate that by inserting the name of the bidder (next to “Name”). If work by that Trade is not required per the scope of work of the project, you may indicate that by inserting “Not required” (next to “Name”). If the name of a subcontractor is not provided on this form for any one or more of the Trades, the bidder, in submitting its bid, certifies that, for such Trades, either the work will be self-performed by the bidder, or the work is not required per the scope of work.

**Failure to complete this form as required may result in your bid being disqualified.**

### Plumbing and Gas Fitting Work

List information for Subcontractor, if any:

Name: __________________________

License Number: __________________________

Address: __________________________

Telephone: __________________________

Fax: __________________________

### Refrigeration, Heating and Ventilating Systems and Equipment

List information for Subcontractor, if any:

Name: __________________________

License Number: __________________________

Address: __________________________

Telephone: __________________________

Fax: __________________________
Electrical Work, including any Electrical Power Plants, Tele-data, Fire Alarm, or Security Systems

List information for Subcontractor, if any:

Name: ___________________________
License Number: ___________________________
Address: ___________________________
[additional address lines]
Telephone: ___________________________
Fax: ___________________________

Structural Steel Work and Ornamental Iron Work

List information for Subcontractor, if any:

Name: ___________________________
License Number: ___________________________
Address: ___________________________
[additional address lines]
Telephone: ___________________________
Fax: ___________________________

__________________________________
Bidder Name

By: ________________________________
Signature

__________________________________
Printed Name of Signing Individual

__________________________________
Date
1. Contractor and sub-contractors are requested to check all of the following that apply to their company and, if applicable, submit a copy of their certificate(s):

A. My company is certified by the NJ Department of Treasury, Division of Revenue as a:
   _____ small business   _____ minority-owned business   _____ female-owned business

B. My company is certified by the NJ Department of Transportation as a:
   _____ small business   _____ minority-owned business   _____ female-owned business

C. My company is a _____ small business _____ minority-owned or _____ female-owned but is not certified by either NJ Department.

C. _____ My company is not a small business, minority-owned or female-owned.

___________________________
Signed

___________________________
Date
PERFORMANCE BOND & PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned ___________________________, as Principal, and ___________________________, a corporation of the State of ________________________, duly authorized to do business in the State of New Jersey, having an office at ____________________________, are hereby held and firmly bound unto The College of New Jersey in the Penal Sum of ____________________________ DOLLARS, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED this __________ day of ________________________, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the __________ day of ____________________, 20_____, enter into a written contract with The College of New Jersey for ____________________________, 20_____, enter into a written contract with The College of New Jersey for ____________________________, which said contract is made a part of this bond as set forth herein;

NOW, if the said ____________________________ shall well and faithfully do and perform the things agreed by ____________________________ to be done and performed according to the terms of the said contract; shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, forms of other suppliers or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions, or additions in or to the terms of the said contract, or in or to the plans and specifications therefore shall in any wise effect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey including N.J.S.A. 18A:64-68 and any amendments thereof.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

___________________________
Witness

___________________________
Witness as to Surety

___________________________
ATTORNEY-IN-FACT

Countersigned

this ______ day of ____________, 20____

BY: ____________________________

NOTE: General Power of Attorney and the current financial statement of the bonding company must be attached to each copy (a total of three) of the Performance Bond.
SURETY DISCLOSURE STATEMENT AND CERTIFICATION

__________________________, surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety’s most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ending December 31, ____ (insert most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety’s capital and surplus amounts, together with the name and address of the firm of certified public accountants that shall have certified those amounts):

__________________________________________________________

__________________________________________________________

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each surety that surety’s underwriting limitation and the effective date thereof):

__________________________________________________________

__________________________________________________________

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17:18-9 as of date on which such limitation was so established, is as follows (indicating for each such surety that surety’s underwriting limitation and the date on which that limitation was established):

__________________________________________________________

__________________________________________________________

(4) The amount of the bond to which this statement and certification is attached is $______________________.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3) (a) or (3) (b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such re-insurer under that contract and the amount of that re-insurer’s participation in the contract is as follows:

__________________________________________________________

__________________________________________________________

20
(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c. 243 (C. 17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement certification is attached shall have been filed with the appropriate public agency.

CERTIFICATION

(to be completed by an authorized certifying agent for each surety on the bond)

I, _______________________ (name of agent), as ______________________ (title of agent)

for _____________________________________________________________ (name of surety),

a corporation/mutual insurance company/other (indicate type of business organization by circling one) domiciled in __________ (state of domicile), DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOID and I am subject to punishment.

____________________________________
(Signature of certifying agent)

____________________________________
(Printed name of certifying agent)

____________________________________
(Title of certifying agent)

____________________________________
(Date of Certification)
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Person</th>
<th>Telephone #</th>
<th>Fax #</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>David D. B. Restoration</td>
<td>Bob Atkinson</td>
<td>656-273-8300</td>
<td>656-273-8306</td>
<td><a href="mailto:bob.david@comcast.net">bob.david@comcast.net</a></td>
</tr>
<tr>
<td>Armon Masonry Restoration</td>
<td>Brian Rose</td>
<td>267-878-0909</td>
<td>267-878-0910</td>
<td><a href="mailto:BRose@ArmonMasonry.com">BRose@ArmonMasonry.com</a></td>
</tr>
<tr>
<td>South Shore Construction</td>
<td>Jim Gilpin</td>
<td>732-750-6660</td>
<td>732-750-5741</td>
<td>SS Construction Development</td>
</tr>
<tr>
<td>Schnell Contracting Systems</td>
<td>John Slazyk</td>
<td>732-745-9890</td>
<td>732-745-9821</td>
<td><a href="mailto:jslazykjr@schnellcontracting.com">jslazykjr@schnellcontracting.com</a></td>
</tr>
<tr>
<td>403 Construction</td>
<td>Chris Forese</td>
<td>732-919-3836</td>
<td>732-919-8021</td>
<td><a href="mailto:Chris@403Construction.com">Chris@403Construction.com</a></td>
</tr>
<tr>
<td>Quality 1st Contracting</td>
<td>Margie Higgins</td>
<td>732-679-0557</td>
<td>732-679-0559</td>
<td>margiequality1stbasements.com</td>
</tr>
<tr>
<td>Schneider Restoration</td>
<td>Eric Schneider</td>
<td>215-579-9151</td>
<td>215-579-9151</td>
<td><a href="mailto:SRE4900@HOTMAIL.COM">SRE4900@HOTMAIL.COM</a></td>
</tr>
</tbody>
</table>

4. **Detail Sealant Repairs - Cove Joints**

Remove existing Cove Joint Sealants.

Mechanically prepare joints, clean, prime and install Sika 2C NS Sealant at perimeter wall cove, around columns, and pipe protrusions.
Forcina Garage

Key

1. Cracks repair in precast
2. Check and repair weld pockets as required

Sq.ft. (deck surface w/ramp) - 44000
Linear feet/wash joints - 3954 (approx.)
Linear feet/tee to tee joints - 3145 (approx.)
Garage Dimensions: 237 x 185

= 844 Linear ft.

Cove Joints