1 WEST STATE STREET P.O. BOX 991 TRENTON, NJ 08625-0991 609-943-5955

<Addendum 1>

**NJSDA** 

1 West State Street Trenton, NJ 08625

Phone: 609-747-1493 **Fax:** 609-656-4642

Date: February 27, 2012

PROJECT #:

CA-0010-N01

DESCRIPTION:

Demolition, Remediation and Parking Lot Construction

This addendum shall be considered part of the Bid Documents issued in connection with the referenced project. Should information conflict with the Bid Documents, this Addendum shall supercede the relevant information in the Bid Documents.

# A. Revisions to the Project Manual

- 1. Section 01010 Summary of Work Replace entire section with revised Section 01010 Summary of work dated 02/24/2012 attached. This adds:
  - a. Section 1.3, B, 1b revised Contractor shall be responsible for the trailer rental and services for the duration of the project.
  - b. Section 1.3, B, 9g to install an 8-inch PVC flapper type backwater check valve.
- 2. Price Proposal Unit Pricing Replace entire section with revised PPUP dated 2/24/2012. This adds:
  - a. Line 31 "Furnish and install 8 inch backwater valve in building service."
  - b. Line 32 "Trailer rental, services and relocation for the duration of the project"
- B. Revisions to the Project Drawings
  - 1. Add drawing SK-1, Sanitary Sewer Connection

Addendum #: 1

Project #: CA-0010-N01

## C. Bidders Questions

1. Question: Who is the contact for information on assuming the trailer rental?

Answer: The successful bidder shall take over the trailer rental and waste services currently the responsibility of Chanree Corporation. Detailed information (including vendors and cost) is available from:

Angelo Nucci Chanree Construction Co. Inc. Ramshorn Executive center Unit A, Suite A1 2399 Highway 34, Manasquan, NJ 08736 732-292-2900 732-292-2903 Fax chanree@chanreeconstruction.com

2. Question: Will the SDA remove the contents of the school?

Answer: The building and its contents are as is, where is. The successful bidder shall remove and properly dispose of all debris at the site including the contents of the school.

- D. Construction cost estimate has been changed to \$2,487,506.00
- E. The following documents are attached to this Addendum 1:
  - a. Section 01010 Scope of Work dated 02/24/2012
  - b. Price Proposal Unit Pricing (PPUP) dated 02/24/2012
  - c. Drawing SK-1, Sanitary Sewer Connection dated 02/14/2012

End of Addendum No. 1

NJSDA

Date

Paul Mock

Addendum #: 1

Project #: CA-0010-N01

# <Addendum 1>

NJSDA 1 West State Street Trenton, NJ 08625 Phone: 609-747-1493 <u>Fax:</u> 609-656-4642

Date: February 27, 2012

PROJECT #: CA-0010-N01

**DESCRIPTION:** Demolition, Remediation and Parking Lot Construction

Addendum No. 1

# Acknowledgement of Receipt of Addendum

Contractor must acknowledge the receipt of the Addendum by signing in the space provided below and returning via fax to (609-656-4642). Signed acknowledgement must be received prior to the Bid Due Date. <u>Acknowledgement of the Addendum must be made in Section E.6 of the Price Proposal Submission.</u>

Signature	Print Name
Company Name	Date

Addendum #: 1

Project #: CA-0010-N01

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including but not limited to, General and Supplemental Conditions and other Division 1 Specification Sections, apply to this Section.
- 1.2 RELATED SECTIONS / DOCUMENTS
- 1.3 WORK COVERED BY CONTRACT DOCUMENTS
  - A. Package Data

1. Owner:

New Jersey Schools Development Authority

1 W. State Street

P.O. Box 991

Trenton, NJ 08625-0991

2. District:

Camden

3. Contract #:

CA-0010

4. Contract Name:

Demolition

Package #:

CA-0010-N01

B. The project is comprised of the demolition of all existing structures and improvements above and below ground, investigation and remediation of areas of concern and impacted soils identified in the PA/SA and contract documents, removal of unsuitable materials, and utility demolition and relocation identified in the contract documents.

The Contractor shall provide all materials, labor, equipment, services, and perform all operations in connection with the demolition, remediation, removal of unsuitable materials and utility work complete, in accordance with the Drawings and Specifications.

The Contractor is herein notified the abutting school will be active during this construction project.

All work shall comply with DCA, DEP and all local, state and federal regulations.

- 1. General Site:
  - a. The contractor shall obtain and pay for temporary utility (water, electric, telephone) and other services necessary for proper execution of the demolition remediation and utility work.

- b. The contractor shall be responsible for the trailer rental and services for the duration of the project.
- c. The contractor shall relocate the existing site trailer, contents, and associated utilities to the eastern portion of the site, as indicated on the plan. The contractor shall be responsible for all required permits for the relocation.
- d. Prior to any work, the installation of temporary safety and security measures, including repair of perimeter fencing, relocation of perimeter fencing, installation of perimeter fencing, roadway safety signage, roadway barricades, and any other measures deemed necessary or required by governing authorities to protect adjacent and on-site persons, property, buildings, facilities and utilities, must be performed by the Contractor. The contractor shall utilize the existing perimeter fencing as construction fencing where possible. In areas were there is no perimeter fencing the contractor shall install 8 ft high construction fencing. The contractor shall install privacy screening fabric on the construction fencing, the same hight as the fence.
- e. The contractor shall maintain and repair the construction fencing, existing and proposed, throughout the project. The contractor shall provide 20 foot wide entrance gates at locations indicated on the plans. The contractor may also install additional gates, at his own expense, if the contractor has a need for alternative access to the site.
- f. Prior to any work, the contractor shall install dust and decontamination controls.
- g. The contractor shall implement specified and any other measures deemed necessary or required by governing authorities to protect adjacent and onsite persons, property, buildings, homes, businesses, facilities and utilities.
- h. The contractor shall provide required inspection, testing and progress reports to Owner.
- i. Any work requiring permits shall not proceed until permits are obtained. The Contractor is responsible for:
  - Obtaining all local, state and federal permits and fees. Only DCA demolition and erosion control permits will be obtained by NJSDA.
  - Notification as required for procurement of permits.
  - Records of activity for preparation of as built plans.
  - Manifest records of disposal of demolished and removed items.
- j. The contractor shall, prior to any building demolition, perform rodent

control at least 48 hours prior to demolition.

k. The contractor shall, prior to any demolition, send out all required notifications.

#### 2. Erosion and Sediment Control:

- a. Contractor shall notify the Soil Conservation District 72 hours in advance of any soil disturbance activity. A copy of the notification shall be sent to the owner and Engineer as the same time. After 72 Hrs. advance notice, proceed to install soil erosion measures in accordance with the plans and permit requirements.
- b. The contractor shall be required to install, maintain and adjust soil erosion and sediment control measures for the duration of the project.
- c. The contractor shall be required to stabilize exposed earth with temporary seeding. No topsoil to be provided.
- d. The contractor shall remove all erosion and sediment control measures at the conclusion of the project.
- e. The cost for all materials, labor and equipment associated with erosion and sediment control shall be included in the bid price for "Soil erosion & sediment control measures installation and maintenance"

#### 3. Asbestos Containing Materials and Other Hazardous Materials:

- a. Prior to the start of any demolition activities the contractor shall demolish, remove, and properly dispose of all asbestos containing materials (ACM) and other hazardous materials per local state and federal regulations.
- b. Prior to the start of any demolition or site work activities the contractor shall demolish, remove, and properly dispose of all hazardous materials on, in or around buildings to be demolished, including but not limited to fluorescent lights, pcb ballasts, mercury thermostats, radioactive smoke detectors, exit signs, and emergency lights without limitation.

#### 4. Site Demolition:

- a. The contractor shall demolish and remove of all existing building contents, structures, slabs foundations on the site, down to and below grade level, complete with foundation walls, foundation systems, slabs, footings, etc.
- b. The contractor shall demolish and remove all existing site improvements such as paving, loading docks, fences and fence footings, retaining walls, pavements, drainage, utility services, walks, interior curbing and other site

improvements as indicated on the Contract Drawings.

- c. The contractor shall clear and grub the site, removing all trees, shrubs, scrub, etc. as per the drawing. The contractor shall remove and dispose of the top 6 inches of soil from the site excluding the building footprint and paved areas.
- d. The contractor shall saw cut all pavement, sidewalks and curbing indicated on the plan prior to excavation or demolition.
- e. The contractor shall remove and dispose of the phase 1 soil stockpiles.
- f. The contractor shall demolish and remove all existing pavements, subgrades, curbing, sidewalks, curb returns, driveway aprons and other misc improvements within the abutting ROW, down to and below grade level, as indicated on the Contract Drawings.
- g. The cost for all materials, disposal, fees, labor and equipment associated with site demolition shall be included in the bid price for demolition of existing site.

#### Areas Of Concern

- a. The contractor shall assist the engineer in investigating the areas of concern (AOC) identified in the PA/SI. The contractor shall excavate materials for characterization by the Engineer, stockpile and dispose of materials at the AOC as directed by the Engineer. The contractor shall provide required documentation of the disposal.
- b. The contractor shall remove and dispose of all AST's. If the removal impacts adjacent sidewalks or paving to remain, the contractor shall repair the area to its previous condition as defined in the utility improvement bid items.
- c. If groundwater is encountered the contractor shall provide dewatering as required.
- d. The cost for all materials, disposal, fees, labor and equipment associated with excavation, removal and disposal of all non-ID-27 soils associated with the AOCs shall be included in the bid price for "Removal and disposal of non-ID-27 soils, if and where directed."
- e. The cost for all materials, disposal, fees, labor and equipment associated with excavation, removal and disposal of all ID-27 soils associated with the AOCs shall be included in the bid price for "Removal and disposal of ID-27 soils, if and where directed."

f. The cost for all materials, disposal, fees, labor and equipment associated with excavation, removal and disposal of all AST's shall be included in the bid price for "Site demolition/removal, buildings and contents, pavement, walks, curbing, slabs, foundation systems, walls, fencing, topsoil, and clearing and grubbing."

#### 6. Unsuitable Materials:

- a. The contractor shall assist the engineer in investigating urban fill and unsuitable materials within the proposed utility and building footprint areas identified on the plan and disposal thereof. The contractor shall excavate materials for characterization by the Engineer and dispose of materials as directed by the Engineer. The contractor shall provide required documentation of the disposal.
- b. The contractor shall dispose of stockpiles of unsuitable materials located on the site as directed by the Owner.
- c. If groundwater is encountered the contractor shall provide dewatering as required.
- d. The cost for all materials, disposal, fees, labor and equipment associated with excavation, removal and disposal of all urban fill and unsuitable materials shall be included in the bid price for "Removal and disposal of non-ID-27 soils, if and where directed."
- e. The cost for all materials, disposal, fees, labor and equipment associated with excavation, removal and disposal of all impacted soils shall be included in the bid price for "Removal and disposal of ID-27 soils, if and where directed."

# 7. Building Service Demolition:

- a. Contractor is responsible for the disconnection, demolition and removal, of all building services including but not limited to water, sewer, storm, electric, telco, gas, cable, etc. Contractor shall coordinate work appropriately. The Contractor shall coordinate the removal of the transformer and associated works.
- b. The demolition of services as shall be in accordance with all Local regulations and utility service company requirements. Where necessary, the work shall include the restoration of pavement and curbing impacted within the public right-of-way and adjacent properties.
- c. The contractor shall be responsible for testpits to determine the location of building services.

d. The contractor shall restore pavement and curbing to match existing materials.

# 8. Backfill and Paving

- a. If additional fill is need the Contractor shall backfill excavations with NJDEP certified clean fill.
- b. Contractor shall pave trenches within the right-of-way to meet or exceed the existing conditions.
- c. The Contractor shall repair sidewalk and curbing damaged during construction.
- d. The cost for certified clean fill including backfill and compaction to 95% modified-proctor minimum and all associated materials, fees, labor and equipment shall be included in the bid price for "NJDEP Certified Clean Fill".

# 9. Site Development

- a. The contractor shall construct phase 2 of the Morgan Village Middle School as indicated in the plan set including but not limited to parking areas, walks, grading and drainage, lighting, fencing, loaming and seeding, signage, flagpole, etc.
- b. The contractor shall install the flagpole previously purchased by the NJSDA. The contractor shall be responsible for the coordination, furnishing and installing any additional hardware, fixtures or foundations for the flagpole.
- c. The contractor shall furnish and install the top course of paving at the entry drive located in phase 1 of the project.
- d. The contractor shall regrade, loam and seed the phase 1 area from the eastern most sidewalk and drive up to and including the phase 2 areas.
- e. The contractor shall repair the crack in the storm sewer identified on the plan within the Morgan Blvd right-of-way.
- f. The cost for site development including all associated materials, fees, labor and equipment shall be included in the bid price for "Site Development".
- g. Furnish and install an 8 inch backwater valve in the existing sewer service. Backwater valve shall be constructed of cast iron body with a corrosion resistant exterior coating, a bronze valve, and vertical access port extended

to existing grade. Manufacturers shall be Jay R. Smith MFG. Co., Zurn Industries, LLC., Mifab, or approved equal.

#### 1.4 ALLOWANCES

A. Allowances have been determined:

#### **AMOUNT**

#### 1. Allowance #1

Unforeseen Site Conditions: including hidden asbestos, unidentified underground contamination, unidentified underground tanks and impacted soil

\$150,000.00

- a. NJSDA retains full amount of contingency allowance. The contractor will be allowed to draw against the amount upon approval of the NJSDA and its representatives.
- b. Quantities that cannot be verified will not be authorized to be part of the allowance.
- c. Costs that cannot be verified will not be authorized to be part of the allowance.
- d. Contractor is not entitled to any additional time or be compensated for any delay due to allowance work. The allowance work is part of the baseline schedule.

#### 1.5 ALTERNATES

Not Used

#### 1.6 WORK SEQUENCE

A. The Work will be done in one phase. The work is expected to be performed in two shifts per day for 6 days per week for the duration of the project.

#### 1.7 CONTRACTOR USE OF PREMISES

- A. General: During the construction period, the Contractor shall have use of the premises for construction operations.
- B. Use of the Site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - Driveways and Entrances: Keep driveway and entrance serving the Project clear and available to emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

#### 1.8 OCCUPANCY REQUIREMENTS

A. (Not Applicable)

#### 1.9 PHOTOGRAPHS

### **SECTION 01010 - SUMMARY OF WORK**

- A. The Contractor shall take as many digital photographs of the overall project as necessary to record existing conditions within 48 hours after issuance of a Notice to Proceed.
- B. The Contractor shall take a minimum of 15 digital photographs on the 15th of each month. These photographs shall be submitted with the monthly pay applications.
- C. The Contractor shall take a minimum of 30 digital photographs upon Substantial Completion of his Contract.
- D. The NJSDA shall be furnished with 2 prints and electronic file taken from each of the above required photographs.
- 1.10 TEMPORARY FACILITIES FOR USE BY THE AUTHORITY

NONE REQUIRED

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01010** 

# PRICE-PROPOSAL

# PRICE PROPOSAL SUBMISSION

for BID to

# NEW JERSEY SCHOOLS DEVELOPMENT NJSDA

For the following Package:

Contract Number: <u>CA-0010-N01</u>	
	ion, Remediation and Site Development
-	
County: <u>Camden</u>	
THIS PACKAGE IS COMPRISED O	F THE FOLLOWING SCHOOL PROJECTS:
SCHOOL	CONSTRUCTION COST ESTIMATE
Morgan Village Middle School	\$2,487,506
	-
Bid of(Bidder's Name)	(Bidder's Federal I.D. #)
a Corporation organized and existing under the l	aws of the State of
or a partnership or joint venture consisting of	
or an individual, trading as	
There is a two-step bidding process for bid	ding with the NJSDA:
	"Project Rating Proposal", which consists of information uated by the NJSDA in its consideration of the bid. The Limit based on this proposal.
Second Step: A Bidder must submit the intends to bid for the work as well as other requi Important Notes:	"Price Proposal", which contains the price the Bidder red information.
<ol> <li>A Bidder may not submit a Price Proposal tha</li> <li>A Bidder's Project Rating Limit cannot exceed</li> </ol>	

#### A. Price Proposal Submission:

The Bidder shall complete and execute this Price Proposal and enclose it in an envelope that is sealed and clearly marked with the Bidder's Name, Contract Number, Contract Name, School District, County and the date of Price Proposal submission. The Bidder must submit its sealed Price Proposal to the NJSDA in accordance with Section 8 of the Instruction to Bidders.

#### B. Bidder:

All Bidders must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; pre-qualified by the NJSDA in all applicable trades; registered with the Department of Labor; and registered with the Department of Treasury, Division of Revenue; and provide a valid contractor or trade licenses where applicable at the time of submission of this bid. Time is of the essence for completion of all projects in this package.

#### C. Subcontractors:

- 1. The Bidder shall name all subcontractors that will be performing work in any of the trades listed in the Bid Advertisement or required by statue.
- 2. All listed subcontractors identified in accordance with Section C.1. must be classified by the Department of the Treasury, Division of Property Management and Construction in all applicable trades; pre-qualified by the NJSDA in all applicable trades; registered with the Department of Labor; and registered with the Department of Treasury, Division of Revenue; and provide a valid contractor or trade licenses where applicable at the time of submission of this bid.
- 3. All bidders MUST submit a copy of the Uncompleted Contracts Form for themselves and for any subcontractor identified in the bid advertisement. Failure to submit an Uncompleted Contracts Form with the Price Proposal will result in rejection of the bid. Uncompleted Contracts forms submitted by the Contractor and any required Subcontractors must reflect accurate and timely information. The amount set forth in the Uncompleted Contracts Form must reflect the amount of uncompleted work as of the date of the bid submission. In no instances will Uncompleted Contracts forms be acceptable where the date of the Form is greater than 120 days prior to the due date for bid submissions.
- 4. All Bidders must submit a copy of the Uncompleted Contracts Form for any subcontractor identified in the bid advertisement. However, if a subcontractor has a DPMC and NJSDA's aggregate limit of "Unlimited", the Uncompleted Contracts Form does not need to be submitted.
- 5. If the Bidder is properly classified and pre-qualified, and will be performing work in these trades with its "own forces," so state. Failure to indicate what firms will be performing the work in the trades identified in the Bid Advertisement may cause the bid to be rejected.
- 6. The Bidder shall list the SBE status of each subcontractor, where applicable.

#### **D. SBE Opportunities:**

The Bidder agrees it shall make a good faith effort to meet the requirements of the SBE Utilization Attachment contained in the Contract Documents in order to ensure that small business enterprises, as defined in that attachment and in applicable regulation, have the maximum opportunity to compete for and perform subcontracts.

The NJSDA requires the contractor to provide opportunities to SBE firms to participate in the performance of this engagement, consistent with NJSDA's SBE set aside goals of 25%, awarding 5% of the contract value to registered Category 4 SBE firms; 5% of the contract value to registered Category 5 SBE firms; and 5% of the contract value to registered Category 6 SBE firms; and 10% of the contract value to SBE firms registered in any of the three Categories.

TION WORK:					
Address	Address				
DOL Contractor Registration # Federal I.D					
OT WATER HEATING AND VENTILATING	G APPARATUS WOR				
Address	3				
DOL Contractor Registration #	Federal I.D. #				
FITTING WORK:					
Address					
DOL Contractor Registration #	Federal I.D. #				
Address					
DOL Contractor Registration #	Federal I.D. #				
AND MISCELLANEOUS IRON WORK:	:A#AAAAAAAA				
Address					
DOL Contractor Registration #	Federal I.D. #				
	MENT (Name Trade				
Address					
	DOL Contractor Registration #  OT WATER HEATING AND VENTILATING  Address  DOL Contractor Registration #  FITTING WORK:  Address  DOL Contractor Registration #  AND MISCELLANEOUS IRON WORK:  Address  Address				

Firm	Address	Address			
SBE	DOL Contractor Registration #	Federal I.D. #			

#### E. Price:

- 1. The undersigned, as Bidder, declares:
  - That this Price Proposal is made, without collusion with any other person, firm or corporation;
  - That the Bidder has carefully examined the form of the Project Manual, Contract, Instructions to Bidders, Addenda, Specifications, Plans and all other Contract Documents;
  - That the Bidder has carefully examined the locations, conditions and classes of material for the proposed work;
  - That the Bidder agrees that it will provide all necessary machinery, tools, apparatus and other
    means of construction and will do all work and furnish all the materials called for in the
    Contract Documents in the manner therein prescribed; and
  - That this Price Proposal is submitted Net of Insurance, excluding all applicable insurance
    expenses and policy costs allocated to the on-site activities of the project as respects
    Workers' Compensation, Employer's Liability, Commercial General Liability, Owners
    Contractors Protective Liability, Excess/Umbrella Liability and Builder's Risk insurance.
- 2. In submitting this Price Proposal, the Bidder agrees:
  - That the NJSDA has the right to reject this Price Proposal in accordance with the Instructions to Bidders.
  - To hold this Price Proposal open for a period of ninety (90) calendar days from the date of the public opening and reading of the Price Proposals, unless this time period is extended by mutual agreement of the Bidder and the NJSDA.
  - To accomplish the work at the price bid, in accordance with the Contract Documents.

#### 3. Base Bid Price:

- Total amount for the furnishing of all labor, materials, services, equipment and appliances required in conjunction with and properly incidental to all work, in conformance with all Contract Documents. The price of allowances listed in the Specifications and/or by Addenda (um) must be included in the Base Bid Price.
- In case of a discrepancy between the amount shown in words and the amount shown in figures, the amount shown in words shall govern. Except where unit pricing applies, in case of a discrepancy between the amount shown in words and the amount shown in figures, the amount shown in words shall govern. In the event that the NJSDA has requested unit pricing, the paragraph entitled "Consideration of Unit Pricing" on page 6 shall govern.
- The Public Opening and Reading of the Price is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.

#### **UNIT PRICING:**

		Bid Item	Description	Quantity	Units	Unit Price	Bid Amount	İ
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Revised: 2/24/2012 NJSDA PPUP - 4

1	Mobilization & Permits	1	LS		
2	Insurance & Bonding	1	LS		
	Relocation and repair of existing				
	temporary fencing, gates and privacy				
	fabric, installation of new temporary				
	fencing, gates and privacy fabric, and				
	maintenance of temporary fencing,	_			
3	gates and privacy fabric.	1	LS		
	Soil erosion & sediment control				
,	measures installation, maintenance,	1	,,		
4	and removal	l Pamanal	LS		
	ACW F	Removal 446	SF		
5	Window sill material	770			
	Wildow Sill Indecide	40,450	SF		
6	12x12 inch floor tile and mastic	10,120			
		6,940	SF		
7	Mastic behind black and tag boards	- <b>,</b>			
	9x9 inch floor tile and mastic	16,205	SF		
8		ŕ			
	12x12 inch floor tiles and mastic under	700	SF		
	carpet				
9					
	Baseboard mastic	40	SF		
10					
	Transite board over lockers	3,800	SF		
11			<del>                                     </del>		_
10	Mastic under carpet	3,765	SF		
12	9x9 inch floor tiles and mastic under	5,400	SF		
	12x12 inch floor tiles	3,400	or		
13	12x12 fiell floor thes		1		
13	Transite corrugated wall	2,300	SF	. ,,,	
14	Transic corrugated wan	2,300			
		41	door		
15	Door Caulking		opening		
	Counter flashing mastic around	50	SF		
	chimney				
16					
17	Roofing	76786	SF		
		, ,	*		
	Hazardous Ma	terial Ren	aoval	ſ	
10	Fluorescent light fixtures (including	400	DA		
18	tubes and ballast)	400	EA		
10	Mercury Thermostats and Thermometers	20	EA		
19	Emergency Light, Exit Light & Fire	20	LA		
20	Panel Battery Backup Units	20	EA	1	
20	T mice Dattory Datakup Olisto	20	1		

	Site demolition/removal, buildings and contents, pavement, walks, curbing,				
	slabs, foundation systems, walls,				
21	fencing, topsoil, and clearing and	1	7.0		
21	grubbing.  Removal and disposal of debris laden	1	LS		
	soil including concrete, rubble and				
	miscellaneous or unsuitable materials,				
22	if and where directed.	1,000	TON		
	Removal and disposal of impacted soil	,			
]	including contaminated soil, petroleum				
	impacted soil, concrete, rubble and				
	miscellaneous or unsuitable materials,				
23	if and where directed.	2,500	TON		
	Utility disconnects, if and where	_		]	
24	directed.	3	EA		
	Repair of asphalt base course, if and	500	0.5		
25	where directed	500	SF_		
	The second secon	ruction	-		
	Supply, place and compact to 95%				
	NJDEP Certified Clean fill, if and				
	where directed. The contractor shall				
	prepare the sub-base and compact the			***************************************	
26	material in 1 foot lifts per the	2,000	TON		;
20	geotechnical report.  Concrete Sidewalk, if and where	2,000	ION		
27	directed	1,000	SF		
2/1	Concrete Curbing, if and where	1,000	<u> </u>		
28	directed	200	LF		
	Site Development as shown on the				
	plans and described in the				
	specifications including but not limited		***************************************		
	to parking, drives, striping, curbing,				
	sidewalk, flag pole, grading, loam and				
29	seed, fencing, lighting, and utilities.	1	LS		
30	Test Pits	3	EA		
	Furnish and install 8 inch backwater				
31	valve in building service	1	EA		
	Trailer rental, services, and relocation				
32	for the duration of the project	1	LS		
33	Demobilization	1	LS		
34	Allowance	1	LS	150,000	150,000
		:		AL PRICE	,

BASE BID PRICE:		
	(In Words)	

\$ 		

(In Figures)

## **Interpretation of Quantities in Bid Schedule**

The quantities appearing in the bid schedule on the Price Proposal Form are approximate only and are provided to facilitate the comparison of bids. Payment will be made only for the quantities of Work completed in accordance with the terms of the Contract. Such payment will be made at the original unit prices for the quantities of Work accepted by the Construction Management Firm/Engineer for the Project or by the Authority itself. The scheduled quantities of Work may be increased, decreased, or eliminated in their entirety, as provided by the Construction Management Firm/Engineer for the Project or by the Authority itself.

#### "If and Where Directed" Items

The Price Proposal Form may request unit price bids on one or more scheduled bid items to be incorporated into the Work of the Project only "if and when directed" by the Construction Management Firm/Engineer for the Project or by the Authority itself. References to such items may not appear on the plans. The estimated quantities set out in the Price Proposal Form for such items are included for the purpose of obtaining unit price bids only, and not to convey the actual quantities of such items which might be incorporated into the Work of the Project. Depending on field conditions, such "if and where directed" items may or may not be incorporated into the Work of the Project and, if incorporated, may be many times the estimated quantities or only a fraction thereof.

Incorporation of such "if and where directed" items into the Work of the Project shall be made only on written direction of the Construction Management Firm/Engineer for the Project or the Authority itself. No payment shall be made for "if and where directed" items not directed in writing by the Construction Management Firm/Engineer for the Project or by the Authority itself. The Construction Management Firm/Engineer or the Authority itself, may order incorporation of such items into the Work of the Project at any time during the Contract Time. If such items are directed by the Construction Management Firm/Engineer, or by the Authority itself in writing, payment shall be made at the unit prices bid for the actual quantities of Work performed and accepted by the Construction Management Firm/Engineer, or the Authority itself.

#### **Consideration of Unit Pricing**

In the event of a discrepancy between the unit price bid for any scheduled bid item and the extension shown for that item under the column of the Price Proposal Form designated "Bid Amount", the unit price is to govern. Where a unit price is bid, but no extension is provided, the NJSDA will provide the extension based on the unit price bid and the estimated quantity for the Bid Item.

Where an extension is provided in the "Bid Amount" column, but no unit price appears in the "Unit Price" column of the Price Proposal form, the NJSDA will provide the unit price by dividing their "Bid Amount" figure provided by the Bidder by the estimated quantity.

#### 4. Alternates:

Refer to the Specifications and/or Addenda (um) for the list of Alternates, if any.

#### For each listed Alternate, the Bidder shall:

- 1. Identify specifically the alternate to be addressed under the column entitled "Alternates". Said identification shall be the name or number of the alternate;
- 2. Fill in the amount bid for the Alternate in the column entitled "Price" in the appropriate space opposite the "Alternate" column and indicate if this price is a decrease alternate by using the symbol "-" or an increase alternate using the symbol "+". If the alternate is chosen, increase alternates will increase the base bid by the amount indicated, decrease alternates will result in a reduction of the base bid by the amount indicated;
- 3. If no change in the bid amount is required, the Bidder must indicate "No Change" or "\$0 dollars" in the price column.

	<u>Alternate</u>	<u>Price</u>
5.	Bid Bond:	
		l a Bid Bond, having a value of ten percent (10%) of se returned to all unsuccessful Bidders in accordance
6.	Addenda:	
	The Bidder acknowledges receipt and incorpo	oration into this bid of the following Addenda:
	Number:	
	Dated:	

#### F. CERTIFICATION

The Bidder hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey:

- 1. That all information provided herein is accurate and truthful.
- 2. That an affirmative action program of equal employment opportunity, pursuant to P.L. 1945, c. 169, the "New Jersey Law Against Discrimination," as supplemented and amended has been adopted by this organization to ensure that applicants are employed and employees are treated without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, ancestry, marital status, sex, or affectional or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, Notices to be provided by the NJSDA's Compliance Officer setting forth provisions of this nondiscrimination clause. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external

- recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.
- 3. That the bid has been executed with full authority to do so; that the Bidder 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 these projects; and that all statements contained in this bid and in this certification are true and correct and made with full knowledge that the NJSDA's relies upon the truth of the statements contained in this bid and in the statements contained in this certification in awarding the contract for the projects.
- 4. That neither the Bidder nor its principals:
  - A. are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or contracting by any agency of government including but not limited to federal, state, regional, county or local government agency, in this or any other state including any department, division, commission, authority, office, branch, section and political subdivision or other governmental or quasi-governmental entity;
  - B. have, within a three-year period preceding this bid, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public federal, state or local contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. are currently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
  - D. have, within a three-year period preceding this bid, had one or more public contracts (federal, state or local) terminated for cause or default.
- 5. The Bidder has a current, valid registration issued pursuant to the "Public Works Contractor Registration Act, "P.L. 1999, c. 238 (c. 34:11-56.48 et. seq)".
- 6. The Bidder has a current, valid Business Registration Certificate for State Agency and Casino Service Contractors issued by the NJ Department of Treasury to perform work in New Jersey.
- 7. The Bidder has current, valid contractor or trade licenses and permits required under applicable New Jersey law for any trade or specialty area in which the firm seeks to perform work.
- 8. That the Bidder will comply with Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)) and as amended by Executive Order 117 (2008), and submit a N.J. Division of Purchase and Property "Two-Year Chapter 51/Executive Order 117 Vendor Certification & Disclosure of Political Contributions" and "Ownership Disclosure Form" if awarded the bid
- 9. That the Bidder is aware of its continuing responsibility to file an annual disclosure statement on "contributions" as that term is defined in P.L. 2005, c. 51 (formerly Executive Order 134 (2004)) or any "Business Entity," as that term is defined in P.L. 2005, c. 51, associated with the Bidder, on the "Disclosure of Political Contribution" form provided by the NJSDA, at the time such contribution is made." This applies to the contractor if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at <a href="https://www.elec.state.nj.us">www.elec.state.nj.us</a>.
- 10. During the term of construction of the project(s) that comprise this package, the Bidder will have in place a suitable quality control and quality assurance program and an appropriate safety and health plan.
- 11. The amount of the Price Proposal and the value of the Bidder's outstanding incomplete contracts does not exceed the Bidder's Aggregate Rating.

12. Where the Bidder is unable to certify to Bidder shall explain below.	any of the statements in this certification, the
IN WITNESS WHEREOF, the Bidder has caused	I this instrument to be signed attested to and
sealed.	this instrument to be signed, attested to and
Bidder:(Legal Firm Name)	
By: (Signature)	(Printed or Typed Name)
Title:	
Address:	_
Telephone No.:	
Fax No.:	
Date:	
Witness:	
Printed or Typed Name:	
Date:	

END OF PRICE PROPOSAL

