

JERSEY CITY REDEVELOPMENT AGENCY
COUNTY OF HUDSON
CITY OF JERSEY CITY, NEW JERSEY

Specifications and
Contract Documents
for the

Grade Construction
110 Pennsylvania Avenue
Paterson, NJ 07503

BAYFRONT 1 REDEVELOPMENT – PHASE 1A SURCHARGE PROGRAM

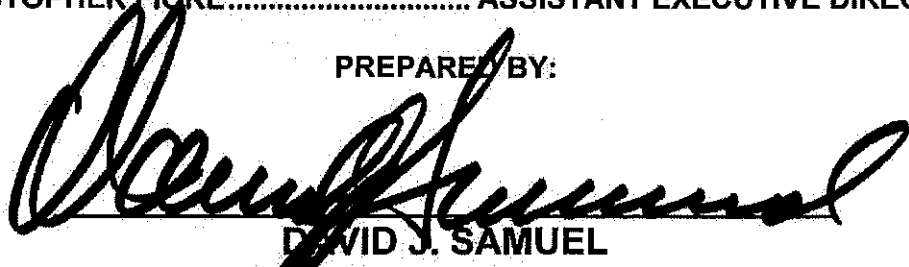
DECEMBER 2020

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PREPARED BY:



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JCRA CONTRACT NO.: 20-12-MPN8
OUR FILE NO.: PJC00503.01



CONSULTING AND MUNICIPAL ENGINEERS

3141 BORDENTOWN AVENUE, PARLIN, NEW JERSEY 08859

1400 US HIGHWAY 9 SOUTH, HOWELL, NEW JERSEY 07731

ADVERTISEMENT AND NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Jersey City Redevelopment Agency (JCRA) for **CONTRACT NO. 20-12-MPN8 "BAYFRONT 1 REDEVELOPMENT – PHASE 1A, SURCHARGE PROGRAM"** and publicly opened and read aloud at 66 York Street, 3rd Floor, Jersey City, New Jersey on **TUESDAY, FEBRUARY 23, 2021 at 10:00 A.M.**, prevailing local time. **GIVEN THE COVID-19 CRISIS, IT IS RECOMMENDED THAT BIDS BE SENT BY MAIL OR COURIER BY 4:00 P.M. THE BUSINESS DAY PRIOR TO THE BID RECEPTION. BIDS WHICH ARE HAND DELIVERED BY THE BIDDER OR AN AUTHORIZED REPRESENTATIVE OF THE BIDDER MUST BE RECEIVED NO LATER THAN 10:00 A.M. ON THE DAY OF THE BID RECEPTION. BIDS NOT RECEIVED BY THE DATE AND TIME OF THE BID RECEPTION WILL BE REJECTED.** The JCRA and CME Associates will not be held responsible for any bids sent by mail or courier that may become lost, damaged, or not received in time.

The project generally consists of the construction of roadway embankments and placement of surcharge material. The scope of work on the project will consist of the demolition and removal of existing features and utilities, installation of settlement plates and instrumentation, drainage pipes and structures, and all associated work and appurtenances as contained in the Contract Documents as ordered by the Engineer.

Non-Mandatory Pre-Bid Conferences/Site Tours are scheduled for Monday, December 21, 2020 at 11:00 A.M. and Wednesday, January 6, 2021 at 11:00 A.M. to be held at the Bayfront Site Trailers (former JCDPW Site behind the JCMUA Offices located at 555 Route 440, Jersey City, NJ 07305). It is highly recommended that all prospective bidders attend these meetings to familiarize itself with the existing conditions in order to complete the work required of the Contract.

Contract documents and plans for the proposed work may be obtained electronically and will be available to Bidders at no charge. You must register with the JCRA and you will be directed to an FTP site maintained by CME Associates, Consulting Engineering, Parlin office, 3141 Bordentown Avenue, Parlin, New Jersey. You must contact Mary Pat Noonan of the JCRA by phone, 201-761-0828 or via email marypat@jcra.org. You must register with the JCRA first in order to be eligible to receive a password. The JCRA and CME will insure that the site works, however, JCRA and CME will not be responsible if the Bidder cannot download the document. **NO BIDS MAY BE SUBMITTED ELECTRONICALLY.** Proposal sheets in Section C of the Contract Documents must be enclosed in sealed envelopes clearly marked on the outside with the words "BID", CONTRACT NO. 20-12-MPN8, DUE DATE FEBRUARY 23, 2021 – 10:00 A.M., the name and address of the Bidder and the name of the work, addressed to the Executive Director, Jersey City Redevelopment Agency and must be accompanied by a Statement of Consent of Surety from a Surety Company authorized to do business in the State of New Jersey and acceptable to the JCRA.

Questions or requests for information must be submitted in writing as per Section 101.04 and received by: **Friday, January 29, 2021 – 3:00 P.M.** The JCRA and CME Associates will not be responsible for verbal answers to bidder's questions. Inquiries received less than twenty-five (25) calendar days prior to the bid opening will not be answered. Responses to the questions will be sent in writing by: **Friday, February 5, 2021.**

To ensure there is "social distancing" amongst all parties and members of the public in the conduct of the bid opening given the COVID-19 crisis, the bid opening will be conducted via online live streaming of the bid opening, which will be conducted at the JCRA offices, 66 York St., Jersey City, NJ 07302. Interested parties and members of the public are not permitted at this time in the JCRA offices. The names of the vendors and their prices will be announced on the online live streaming, which may be viewed by the general public and interested parties at the advertised bid opening on Tuesday, February 23, 2021 @ 10:00 A.M. All potential bidders, interested parties, and members of the public are to visit the JCRA website, and click on the link pertaining to the Opening of Bids via Online Live Streaming for further instructions respecting observation of the bid opening via live streaming.

Each bid must be accompanied by a certified check or cashier's check in the amount of not less than ten (10%) percent of the Bid, but not more than \$20,000.00, payable without any conditional endorsement as a guarantee that in case the contract is awarded to the bidder, he will within ten (10) days thereafter execute such contract and furnish satisfactory performance bond. Upon failure to do so he shall forfeit the deposit as liquidated damages and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the bidder. No interest shall be allowed upon any such certified check or cashier's check. A bid bond in the amount of ten (10%) percent of the bid, but not more than \$20,000.00, may be substituted for certified check or cashier's check.

Each bid must also be accompanied by a certificate from a bonding company licensed to do business in the State of New Jersey guaranteeing that if the proposal of the bidder be accepted they will furnish the bond set forth in paragraph one of the General Conditions of the contract and the acceptance of the bid will be contingent upon the fulfillment of this requirement.

The JCRA reserves the right to increase or decrease quantities specified in the manner designated in the Specifications. The JCRA reserves the right to award this contract based on funds available.

All bidders are required to be registered with the New Jersey Department of Labor if they elect to bid public works projects. The bidder shall be required to comply with "The Public Works Contractor Registration Act" (N.J.S.A. 34:11-56.48), as identified in Section B – Instruction to Bidders paragraph B3.13 and in the Appendix of the Specifications and Contract Documents. All Contractors and Subcontractors working on prevailing wage projects, which have a public building component, must attach a certificate of registration from the Department of Labor, to all bids.

All bidders are required to submit "Proof of Business Registration" to the contracting agency if they elect to bid public works projects. Proof of business registration shall be a copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. The bidder shall be required to comply with business registration provisions of N.J.S.A. 52:33-44 (P.L. 2004, C.57), as identified in Section B-Instruction to Bidders paragraph B3.14 and in the Appendix of the specifications and Contract Documents. All Contractors and Subcontractors working on public work projects must attach a Business Registration Certificate to all bids.

The successful bidder shall be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the laws of 1963, effective January 1, 1964.

During the performance of this contract the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27, all requirements of the State of New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended and the United States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof. The successful bidder will be required to furnish a surety company bond in the full amount of contract price indemnifying the Jersey City Redevelopment Agency, for all proceedings, suits or actions of any kind of description and conditional for the faithful performance of the work.

All bid security will be returned to all Bidders except the three (3) apparent lowest bidders within ten (10) working days after the opening of bids, and to the three (3) apparent lowest Bidders within three (3) working days after the successful Bidder has executed the Contract and his Contract security has been approved by the City.

The Project is subject to a Project Labor Agreement. The Successful Bidder will be required to execute a Project Labor Agreement.

The JCRA reserves the right to reject any or all bids if in its opinion it is in the best interest to do so and to award the contract for any and/or all items.

BY ORDER OF THE BOARD OF DIRECTORS AND OFFICERS OF THE JERSEY CITY REDEVELOPMENT AGENCY.

DIANA H. JEFFREY
EXECUTIVE DIRECTOR

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SECTION B. INSTRUCTION TO BIDDERS

PART 1 - PRELIMINARY MATTERS

B 1.1 DESCRIPTION OF THE WORK

The Owner proposes the construction of improvements and all appurtenant work necessary at locations detailed on the Contract Plans.

B 1.2 ORGANIZATION OF THE SPECIFICATIONS

ARRANGEMENT - The Specifications consist of five major parts, the Instructions to Bidders, the General Conditions, Supplementary Conditions, Division 1 - General Requirements, and the Specifications - Division 2 through 50 as applicable. In addition there will be found the Proposal, Itemized Proposal, the Consent of Surety, forms of Bonds, Contract Agreement, and Contract Drawings. Pages are numbered consecutively. Bidders shall verify completeness of Contract Documents and shall immediately notify the Engineer of any missing pages or plan sheets. Definitions may be found in sections B1.5 through B1.9, F-1 and G1.1

CONFLICTS - In case of conflicts between either the Instructions for Bidders, Supplementary Conditions, Division 1-General Requirements, or the Specifications, and the General Conditions, the former four shall always govern.

In case of conflicts between statements in the Specifications which are found in parts thereof having the same apparent merit, then the problem will be resolved by considering the Contract and its intent as a whole, and not by merely giving preference to one specific part.

In all cases of conflict the Engineer shall be sole judge and shall give the final decision.

B 1.3 SPECIAL ITEMS OF INTEREST TO BIDDERS

The following outline of special items of interest is listed below with reference to the complete specifications:

B 1.3.1 BID SECURITY

TYPE: Certified Check, Cashier's Check, or Bid Bond from an acceptable Surety, as Bidder's option.

AMOUNT: See Article B 2.7.

B 1.3.2 CONSENT OF SURETY IS AN ABSOLUTE REQUIREMENT

and must be included with the Bid. See B 2.8.

B 1.3.3 QUALIFICATION OF BIDDERS AN ABSOLUTE REQUIREMENT

All Bidders must complete the qualification questionnaire included with the Proposal and submit same with his Bid. See Article B 2.9 for Bidder's Qualifications Requirements.

B 1.3.4 EQUAL EMPLOYMENT OPPORTUNITY (AFFIRMATIVE ACTION)

acceptable to the State Treasurer in accordance with State Statute - P.L. 1975, c. 127 is an absolute requirement and is in the Contract Agreement provisions.

B 1.3.5 NON-COLLUSION AFFIDAVIT IS AN ABSOLUTE REQUIREMENT,

and must be completed and accompany the Bid.

B 1.3.6 SECURITY FOR FAITHFUL PERFORMANCE

incident to the work of the Contract - amount not less than 100% of the accepted Bid price as awarded.

B 1.3.7 SECURITY FOR PAYMENT OF ALL LABOR, MATERIAL AND EQUIPMENT IF REQUIRED BY THE TERMS OF THE PROPOSAL

incident to the work of the Contract - amount not less than 100% of the accepted Bid Price as awarded.

B 1.3.8 STOCKHOLDER/PARTNERSHIP DISCLOSURE FORM

must be completed and submitted prior to or with the Bid Proposal, as an absolute requirement per New Jersey P.L. 1977, c.33.

B 1.3.9 RESOLUTION OF AUTHORIZATION

if Bidder is a corporation, or partnership, must be completed and accompany the Bid Proposal.

B 1.4 INSURANCE

Amounts of Insurance required shall be as enumerated in the Supplementary Conditions Article G 5.3. Certificates will be required to document the following:

B 1.4.1 Workmen's Compensation

B 1.4.2 Comprehensive General Liability

B 1.4.3 Auto and/or Truck Liability

B 1.4.4.1 Owner's Protective Policy - if required by the Proposal, original policy required:

B 1.4.4.2 Co-Insured - if the Owner's Protective Policy is not required in the Proposal, the Owner and Engineer are to be named as co-insured principals on the Contractor's comprehensive general Liability and automotive liability policies.

B 1.5 TIME OF COMPLETION

The successful Bidder shall complete all of the work required by the Specifications and Contract Documents within the number of calendar days as stipulated in the proposal after the date of Notice to Proceed from the Owner to the successful Bidder.

B 1.6 LIQUIDATED DAMAGES

The Contractor and the Owner recognize that delay in completion results in damage to the Owner in terms of the effect of the delay on the use of the Project, upon the public convenience and economic development of the Owner, and also results in additional cost to the Owner for Professional Fees and administration of the Contract. The parties agree that if the Contractor fails to complete the Contract within the time stated in the Specifications and Contract Documents, or within such further time as may have been granted in accordance with the provisions of the Contract, the Contractor shall pay the Owner liquidated damages in the amount of \$3,000.00/day for the above stated costs incurred. Such liquidated damages shall be paid for each and every day that he is in default on time to complete the Contract. This penalty will be deducted and retained from any payment due the Contractor.

B 1.7 PROGRESS AND FINAL PAYMENTS

Review carefully the provisions of General Conditions F 14, Supplementary Conditions G 14, and related articles.

B 1.8 DISPUTED WORK

Note carefully the required procedure as to filing of any claims, Article F9.11 and G9.11.1.

B 1.9 MINIMUM WAGE RATES

Not less than prevailing rates promulgated by New Jersey Department of Labor and Industry, the Project Labor Agreement and, if the project is partially or totally financed with Federal Funds, prevailing Federal Wage Rates, whichever is greater.

All contractors and subcontractors receiving contracts for the work outlined by this contract SHALL SUBMIT CERTIFIED PAYROLL RECORDS, WITHIN TEN (10) DAYS OF THE PAYMENT OF WAGES, TO THE JERSEY CITY REDEVELOPMENT AGENCY at 66 York Street, 3rd Floor, Jersey City, New Jersey 07302. Failure to comply with the prevailing wage reporting rules will result in the levy of administrative penalties up to a maximum of \$250.00 for the first violation and up to \$500.00 for subsequent violations and withholding of payment.

B 1.10 VERBAL STATEMENTS NOT BINDING

The written terms and provisions of these documents supersede all prior verbal statements of the Engineer or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any way whatsoever, the Specifications and Contract Documents.

B 1.11 LAYOUT SURVEY WORK BY CONTRACTOR

These Specifications provide for the furnishing of Primary Reference Points by the Owner's Design Professional. Horizontal and/or Vertical Control reference points are to be protected and maintained. Construction layout controls shall be established from the primary reference points by the Contractor's Surveyor as a cost included in the respective Bid Prices.

B 1.12 WATER AND/OR POWER SUPPLY

Note carefully the project site(s) conditions and provisions of the Specifications with regard to supply of potable water and/or power to the site(s).

B 1.13 PHOTOGRAPHS - UNLESS WAIVED BY THE TERMS OF THE PROPOSAL

Preconstruction, Progress, and Final Construction Photographs are required and the cost of same shall be included in the respective Bid Prices.

B 1.14 JOB PROCEDURES

Note particularly the required Job Procedures.

B 1.15 MOBILIZATION TO SEVERAL WORK SITES

The work of this Contract may incorporate improvements at separate locations throughout the Municipality. All mobilization and demobilization costs, including the moving of men, materials and equipment from one improvement site to another improvement site, shall be included in the respective Bid Prices and no separate payment will be made for same.

B 1.16 NO PAYMENT FOR "DOWNTIME"

If in the course of the work of this project, significant "Changed Conditions" are encountered to the extent work must be temporarily halted, particularly due to unanticipated conflict with existing utilities, the affected work element shall be halted and the Engineer, and affected utility, immediately notified. The Engineer shall have a reasonable time to inspect the site and determine the required course of action. It is the Contractor's responsibility to coordinate all utility relocation work with the affected utility company, the Owner, and the Engineer. Accordingly, the utility company shall have reasonable time to relocate an affected utility line. In such a situation, the Contractor shall be entitled to an appropriate extension of time and possibly additional compensation for additional work, if any. In all cases, the Engineer shall determine if there is a "Changed Condition" and his decision shall be binding upon the Contractor and the Owner.

B 1.17 VALUE ENGINEERING

When the total price of the contract equals or exceeds \$5,000,000.00, the contractor may submit a value engineering proposal for consideration by the contracting unit, meaning a cost reduction proposal that results in savings to the contracting unit based upon a value engineering analysis, without impairing any of the essential functions or characteristics of the project or any portion of the work involved. The Contractor shall be liable for all reasonable costs associated with the technical evaluation and engineering review of the value engineering proposal by the public entity. The contracting unit shall have the sole discretion to approve or disapprove a value engineering proposal. If said value engineering proposal is approved by the contracting unit, the contractor and contracting unit shall share equally in any cost savings generated on the contract as a result of the proposal. The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering proposal. A contracting unit may utilize value engineering procedures established by the New Jersey Department of Transportation or any other appropriate State agency. A contracting unit may also develop value engineering procedures based on those established by the New Jersey Department of Transportation or any other appropriate State agency.

B 1.18 POLITICAL CONTRIBUTIONS

Prior to awarding any contract, the Contractor shall provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to N.J.A.C. 19:44A - 20.8. The Contractor shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of said law made during the duration of the contract.

SECTION B. INSTRUCTION TO BIDDERS

PART 2 - PREPARATION OF BID PROPOSALS

B 2.1 SUBMISSION DOCUMENTS

Bids shall be prepared using the Proposal sheets in Section C of these Contract Documents. **NO BIDS MAY BE SUBMITTED ELECTRONICALLY.** These Contract Documents, together with the Consent of Surety, the Bid Security and all other required Bid submissions, shall be delivered in a sealed envelope bearing the title of the Contract, the Contract number and the name of the Bidder.

B 2.2 BIDDERS RESPONSIBILITY

Before submitting his Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with the local conditions that may in any manner affect performance of the Work, (c) review the information relied upon by the Engineer in preparing the Drawings and Specifications and/or obtain any additional information deemed necessary to determine his Bid Price(s) for performance of the work, (d) familiarize himself with laws, and regulations affecting performance of the Work; and (e) carefully correlate his observations with the requirements of the Contract Documents. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.1 EXAMINATION OF CONTRACT DOCUMENTS

Bidders shall examine the Plans, Specifications and other Contract Documents and shall exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the Bid Prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to complete the work in strict compliance with the Contract Documents. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.2 SITE EXAMINATION

Before submitting a Proposal, Bidders shall carefully examine the site, and fully inform themselves as to all existing conditions and limitations. Bidders shall make all necessary investigations to determine the various means of approach and access to the site, to determine the facilities and means for delivery, placing, and operating the necessary construction equipment and for delivering and handling materials at the site, and to inform themselves thoroughly as to all difficulties involved in the completion of all work under this Contract in accordance with its requirements. Neither the Owner nor the Engineer shall be liable to the successful Bidder for any claim whatsoever arising out of or in any way attributable to the failure of the successful Bidder to satisfy its obligations set forth in this section.

B 2.2.3 REFERENCE MATERIALS AND INVESTIGATIONS

Reference is made to the General Requirements (Supplemental Division 1) of the Specifications for the identification of those surveys, investigations, and reports of subsurface or latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by the Engineer in preparing the Drawings and Specifications. Owner will make copies of such surveys and reports available to any Bidder requesting them. Before submitting his Proposal each Bidder will, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his Bid Price for performance of the Work within the terms of the Contract Documents.

B 2.2.4 FAMILIARITY WITH LAWS

Before submitting his Proposal, each Bidder shall fully familiarize himself with any and all Federal and State Laws and/or local Municipal Ordinances and Regulations affecting the performance of the Work and necessary to determine his Bid Price(s).

B 2.2.5 NO PLEA OF IGNORANCE

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations as required by Sections B 2.2 through B 2.2.4, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of the Contract Documents, or will be accepted as a basis for any claim whatsoever for extra compensation or for an extension of time.

B 2.2.6 NON COLLUSION

Each Bid submitted shall implicitly represent on the part of the Bidder that he is the only person or persons interested in said Bid; that it is made without any connection with any person submitting another Bid for the same Contract; that the Bid is in all respects fair and without collusion, fraud or mental reservation; that no official of the Owner, or any person in the employ of the said Owner is directly or indirectly interested in said Bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

B 2.2.7 FEDERAL TAX AND STATE SALES TAX (WHERE APPLICABLE)

The Bidder is advised that no Federal Excise Taxes, State or local sales taxes shall be included in any Bid Prices or invoices. Exemption Certificates will be furnished upon request by the Owner.

B 2.3 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Drawings, Specifications or other Contract Documents made to any Bidder orally are binding in any way upon Owner or Engineer. Every request for such interpretation shall be in writing, addressed to the Engineer, at the address included in the advertisement and to be given consideration must be received at least ten days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Specifications which, if issued, will be mailed by registered or certified mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract Documents. The Engineer shall not be obligated to respond to questions.

B 2.4 QUANTITIES APPROXIMATE

The Engineer's Estimate of quantities contained in the Proposal is approximate only and Bids shall be submitted upon the following express conditions, which shall apply to and become a part of every Bid received. Bidders shall satisfy themselves by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, as to the accuracy of the estimate and shall not at any time after submission of their Bids, dispute such estimate of the Engineer, nor assert that there was any misunderstanding in regard to the quantity or kind of materials to be furnished, or work to be done.

B 2.5 PROPOSAL FORMS

Proposal Forms must be completed legibly in ink or by typewriter. The Bid Price of each item on the form must be stated in words and numerals. In case of a conflict, words will take precedence over numbers, and unit prices shall take precedence over total price extensions, and the sum of individual items, including unit prices multiplied by estimated quantities, and/or individual lump sum and/or allowance amounts will take precedence over the Total Bid or Alternate Bid Price.

Any Bid which fails to name a price written both in words and figures, per unit of measurement, for each of the items for which quantities are given may be held to be irregular and may be rejected. All blank spaces in said proposal must be filled in and no change shall be made in the phraseology or in the items as contained therein.

Proposals that contain any omissions, alterations, additions or items not called for in the itemized Proposal, or that are unbalanced, conditional, incomplete or contain irregularities of any kind, may be rejected as irregular.

All names must be typed or legibly printed in ink below the signature(s).

B 2.5.1 CORPORATIONS

Proposals submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer) and accompanied by evidence of authority of the individual to sign and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.

B 2.5.2 PARTNERSHIPS

Proposals submitted by partnerships must be executed in the partnership name and signed by a partner, his name and title must appear under his signature and the official address of the partnership must be shown below the signature.

B 2.5.3 LIMITED LIABILITY COMPANIES

Proposals submitted by limited liability companies must be executed in the company name and signed by a president or a vice-president (or other company officer) and accompanied by evidence of authority of the individual to sign and the company seal shall be affixed, as required, and attested by the secretary or an assistant secretary. The company address shall be shown.

B 2.6 RECEIPT OF ADDENDA ACKNOWLEDGED

The Proposal shall contain an acknowledgment of receipt of any and all Addenda (the numbers of which shall be filled in on the Proposal Form and noted on the outside of the Bid envelope).

B 2.7 BID SECURITY

Each Proposal shall be accompanied by a Bid Security or proposal guarantee in the form of a certified check, cashier's check or Bid Bond, payable to the Owner. The amount of the Bid Security shall be 10% of the total Bid, but no more than \$20,000. If the Bid Security is in the form of a surety Bid Bond, said surety shall be licensed to conduct business in the State of New Jersey and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The Bid Security of the successful Bidder will be retained until he has executed the Agreement and furnished the required Contract Security, whereupon it will be returned. Bid Security in the form of a Bid Bond must be accompanied by a valid power of attorney form evidencing the authority of the attorney-in-fact executing the Bid Bond to bind the surety.

Bid Security shall be returned to all except the three apparent lowest Bidders within ten working days after the opening of Bids, and to the three lowest Bidders within three working days after the accepted Bidder has executed the Contract and the approval of its Contract Security. If no Contract has been executed within one hundred twenty (120) days after the opening of Bids, the amount of his proposal guarantee will be returned upon the demand of any Bidder, provided that he has not been notified of the acceptance of his Bid.

In the event the successful Bidder fails or refuses to execute and deliver the Contract and required bonds and policies or certificates of insurance within ten days after he has received notice of the acceptance of his Bid, the Owner may direct that the Bid Security deposited by such Bidder be forfeited as liquidated damages for such failure or refusal, and may annul the initial Notice of Award, and thereafter award to the next apparent lowest Bidder, or otherwise dispose of the Contract as permitted by law and best serving the Owner's interest.

Nothing in the Specifications and Contract Documents shall prevent Owner from seeking recovery for actual damages exceeding the limit of the Bid Security.

B 2.8 CONSENT OF SURETY

A Consent of Surety substantially in the form included in these Specifications must be signed and witnessed. This Consent of Surety must be a separate legal instrument. Each Proposal must be accompanied by a "Consent of Surety" from a surety company qualified to act as surety in the State of New Jersey, acceptable to the Owner and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the audit staff Bureau of Accounts, U.S. Treasury Department, agreeing in the event of the award of the Contract to the Bidder, to furnish a Performance Bond of a face value of not less than 100% of the amount of the Bid.

In addition, if required by the terms of the Proposal and Agreement, said "Consent of Surety" shall also agree to provide a Labor and Material Payment Bond in an amount not less than 100% of the total amount Bid, and in a form acceptable to the Owner's Attorney.

The Consent of Surety shall be accompanied by a valid power of attorney form evidencing the authority of the attorney-in-fact to execute the "Consent of Surety" on behalf of and to bind the surety.

B 2.9 QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish all such information and data for this purpose as may be requested. The Owner reserves the right to reject any Bid if the evidence submitted or the investigation of such Bidder fails to satisfy the Owner that such a Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the allotted Contract Time.

To demonstrate his qualifications for the project the Bidder is required to furnish, among other items, the following information with his Bid:

- a. A detailed list of the plant and equipment which the Bidder proposes to use, indicating which portions he already possesses, and, if requested in the Proposal, a detailed description of the method and program of work he proposes to follow. The information contained in these papers is for the guidance of the Owner in awarding the Contract.
- b. If the Bidder is a corporation, a statement of the names and residences of its officers and directors, a certified copy of its certificate of incorporation, and proof of its authority to do business in the State of New Jersey. If a partnership, a statement of the names and residences of its members indicating, which are general and which are special partners. If an individual, a statement of his residence. If a limited liability company, a statement of the names and residences of its officers and directors, a certified copy of its certificate of company, and proof of its authority to do business in the State of New Jersey.
- c. A sworn statement giving a detailed list of contract work of the nature specified that he has been engaged upon in the past five years with information as to location, exact nature and extent of the work, cost of the projects, under whose jurisdiction the work was performed and references with whom to correspond.
- d. A list of technically experienced employees in the various branches of the work Bid upon, with a brief summary of their experience and qualifications and also the name of the proposed field superintendent.
- e. If requested in the Proposal, furnish a certified or audited financial statements showing his current assets and liabilities as of a date not more than ninety (90) days prior to the date of submission. All information will be used merely for the purpose of determining the qualifications of a low Bidder.

B 2.10 NON-COLLUSION AFFIDAVIT

All Bidders must execute the Non-Collusion Affidavit and furnish same with their Bid Proposal on the form provided.

B 2.11 DISQUALIFICATION UPON REFUSAL TO WAIVE IMMUNITY

It is understood and agreed by the Contractor that upon the refusal of the Contractor, or if the Contractor is a partnership, limited ability company or corporation, upon the refusal of a member, partner, director or officer of such partnership, limited ability company or corporation, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or any public department agency, or official of the State, or of any political subdivision thereof, a public authority, or any public department agency, or official of the State, or of any political subdivision thereof, or of a public authority, to sign a waiver of immunity against any future criminal prosecution or to answer any relevant question concerning such transaction or contract:

- a. such person, and any firm, partnership, limited ability company or corporation of which he is a member, partner, director or officer, may be disqualified from thereafter selling to or submitting Bids to or receiving awards from or entering into any contract with the Owner, or any public department or official thereof, for goods, work or service, for a period of five (5) years after such refusal to sign a waiver of immunity; and
- b. any and all contracts made with the Owner of any public department, agency or official thereof, since July 1, 1959 by such person and any firm, partnership, limited ability company or corporation of which he is a member, partner, director or officer, may be canceled or terminated by the Owner, without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing pursuant to said transaction or contract prior to the cancellation and termination, shall be paid.

B 2.12 AFFIRMATIVE ACTION - EQUAL EMPLOYMENT OPPORTUNITY

ARTICLE 1. Unless this Contract is subject to a Federally approved or sanctioned affirmative action program, the successful Bidder shall, no later than three (3) days after signing the Contract, submit to the Owner and the Affirmative Action Office in the New Jersey Department of the Treasury an initial project manning table consisting of forms provided by the Affirmative Action Office and completed by the successful Bidder in accordance with N.J.A.C. 17:27-7.

ARTICLE 2. 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, sex, affectional or sexual orientation. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. 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 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 or sex.
- c. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, 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 sec., 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 female workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division 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 Division is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and female workers is equal to or greater than the applicable employment goal prescribed by N.J.A.C. 17:27-7.3.

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 attempt to hire or schedule minority and female workers directly, consistent with the applicable employment goal. 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 female workers consistent with the applicable employment goal, the Contractor or subcontractor agrees to be prepared to hire minority and female workers directly, consistent with the applicable employment goal, by complying with the hiring procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and female workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a work force consistent with the employment goal has not or cannot be achieved 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 a construction trade, the Contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its work force needs, and request referral of minority and women workers;
 - (2) To notify any minority and female 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 female 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 to minority and female 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 until such time as the work force is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and female employees remain on the site consistent with the employment goal; and to employ any minority and female workers so laid off by the Contractor on any other construction site in the area on which its work force composition is not consistent with an employment goal pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

- (6) To adhere to the following procedure when minority and female workers apply or are referred to the Contractor or subcontractor;
- (i) 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 determine the qualifications of such individuals and if the Contractor's or subcontractor's work force in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 Division. If necessary, the Contractor or subcontractor shall hire minority and female workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of (C) below.
 - (ii) If the Contractor's or subcontractor's work force is consistent with the applicable employment goal, the name of any interested female or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or subcontractor's work force is no longer consistent with the applicable employment goal.
 - (iii) If, for any reason, said Contractor or subcontractor determines that a minority individual or a female 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, maintain a copy in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the Contract, on forms made available by the Division and submitted promptly to the Division 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 females or the failure to refer minorities and females consistent with the 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 female and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total work force 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 female 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 Division an initial project work force report (Form AA 201) provided to the public agency by the Division 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 Work Force 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 necessary, for on-the-job and/ or off-the-job programs for outreach and training of minorities and females.

- (D) The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

B 2.13 CORPORATE STOCKHOLDER/PARTNERSHIP DISCLOSURE

All Bidders who are corporations or partnerships must conform to the State of New Jersey P.L. 1977, c.33. Such Bidders must execute the "Stockholder or Partnership Disclosure" form included in the Proposal and submit same with their Bid.

The form shall set forth the name and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of the corporation's stock, or the individual partners owning 10% or greater interest in that partnership as the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria, has been listed.

B 2.14 CORPORATE RESOLUTION

All Bidders who are corporations must execute a corporate resolution, in substantially the same form as that included in the Proposal, identifying and providing authority for the individuals signing the Proposal to submit the Bid on behalf of the corporation and, if awarded the Contract, to execute the Contract Agreement on behalf of the said corporation.

B 2.15 SUBCONTRACT WORK

If the Bidder intends to subcontract any portion of the work of the project to any subcontractor, he shall first satisfy himself that any proposed subcontractor is competent to perform such work and not barred from public contract work pursuant to State of New Jersey N.J.S.A.34:11-56.37 and N.J.S.A.34:11-56.38. A list of debarred contractors from the New Jersey State Department of Labor is provided in Section G on these Contract Documents. The Contractor should contact the State Department of Labor for the most current list available.

In his Bid Proposal, on the form provided, the Bidder shall indicate the item (or items) he intends to subcontract and the aggregate value of any and all intended subcontract work, which aggregate value shall be less than 50% of the Total Price Bid. All subcontractor(s) shall be named in the Proposal. If awarded the Contract, subcontractors, if any, shall be subject to the approval of the Owner and shall be bound to the Contractor by all applicable provisions of the Contract Documents as provided in Section G - Supplementary Conditions.

B 2.16 SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place indicated in the Advertisement and Notice to Bidders and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the Bid Security and other required documents.

If addenda have been issued by the Owner prior to the time for opening of Bids, Bidder shall clearly acknowledge receipt of any addenda in the appropriate place provided in the Proposal.

B 2.17 MODIFICATION AND WITHDRAWAL OF BIDS PRIOR TO OPENING

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. No Bid may be modified or withdrawn after the opening of Bids.

SECTION B. INSTRUCTION TO BIDDERS

**PART 3 - OPENING OF BIDS, COMPARISON,
AWARD AND EXECUTION OF CONTRACT**

B 3.1 OPENING OF BIDS

Bids will be publicly opened and read aloud at the local prevailing time and place identified in the Advertisement and Notice to Bidders, or at such postponed local prevailing time and place identified in any formal addenda issued by the Owner prior to the time set for such opening.

B 3.2 BIDS TO REMAIN OPEN - NO WITHDRAWAL PERIOD

Unless rejected, all Bids shall remain open until the Contract is awarded, or for 60 calendar days, whichever is less. No Bid may be modified or withdrawn after the opening of Bids unless in accordance with N.J.S.A. 40A:11-23.3.

B 3.3 EVALUATION AND COMPARISON OF PROPOSALS

Proposals will be compared on the basis of a total computed price arrived at by taking the sum of the estimated quantities of each item multiplied by the corresponding unit prices, and including any lump sum prices or allowances on individual items, in accordance with the estimate of quantities set forth in the Proposal form, and including the correction of any conflicts or discrepancies as provided in Article B 2.5.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Proposals comply with the prescribed requirements, and alternates and supplemental unit prices if requested in the Bid Forms. He may conduct such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Included with the Bids, the Owner requests information regarding the identity, qualifications and current work commitments of proposed subcontractor(s) and/or proposed suppliers of principal materials or items of equipment which may have significant bearing upon the Bidder's qualifications to complete the project work in full accordance with the terms and conditions of the Contract Documents and within the allotted Contract Time.

B 3.4 BASIS OF AWARD

The Contract will be awarded, if at all, to the lowest responsible Bidder, as determined by the Owner and by the terms and conditions of the Contract Documents.

The determination of the low Bid shall be made based on the total base Bid. Where deletion items are necessary to reduce the Contract Price to be within the project budget, the low Bid shall be the total base Bid and the least amount of deletion items in the order specified necessary to stay within the project budget.

The right is also reserved to increase or decrease the quantities specified in the manner designated in the Specifications, and to award any or all of the items specified and listed in the Proposal.

B 3.5 REJECTION OF BIDS

Any or all proposals may be rejected (a) if competition has obviously been suppressed (b) if received from Bidders who have previously performed work of a like nature in an unsatisfactory manner, and (c) if it is deemed advisable to do so in the best interest of the Owner and in accordance with law. The Owner expressly reserves the right to reject any and all Bids and to re-advertise for new Bids, or abandon the project as may best serve Owner's interest.

The Owner reserves the right to reject any or all proposals if the prices are obviously unbalanced, as determined by the Owner and his/her representatives, and award the project to the next apparent lowest responsible Bidder.

B 3.6 INFORMALITIES AND/OR IRREGULARITIES

The Owner may consider informal, or irregular, any Bid not prepared and submitted in accordance with the provisions stipulated.

The Owner reserves the right to waive any informalities in the Bids, and the right to disregard any and all non-conforming or conditional Bids or counter proposals.

B 3.7 AWARD OF CONTRACT

If the Contract is awarded, after comparison of the amounts of the various Bids and evaluation of the experience, competence, responsibility and availability of the Bidders, it will be awarded to the lowest responsible Bidder whose evaluation by the Owner indicates acceptance of said Bid will best serve Owner's interest, and formalized by public resolution of the Owner within 60 calendar days of the date of receipt of Bids.

B 3.8 NOTICE OF AWARD

After formal action by the Owner to award the Contract, the Engineer will furnish the successful Bidder with six (6) sets of the Contract Documents and an official "Notice of Award" for timely execution of the Contract Agreement by said successful Bidder (all six copies) and return of same, together with required original bonds and insurance policies and/or certificates within 10 calendar days of said notice, ready for endorsement by appropriate officials of the Owner and review by Owner's Attorney.

B 3.9 CONSTRUCTION DRAWINGS ISSUED BY OWNER

After the award and prior to signing of the Contract, the Owner will furnish the successful Bidder with a complete set of Drawings designated "For Construction". These Drawings will incorporate revisions made by addendum during the Bidding period, dimensional changes and any other changes and additions needed to clarify or correct the drawings used for Bidding purposes. The successful Bidder shall review these revised Drawings and if he takes exception to any of the changes made, he shall notify the Owner in writing accordingly prior to the signing of the Contract.

B 3.10 FORM OF CONTRACT AND BOND(S)

The form of Contract Agreement and bond(s) to be used in connection with the Contract and to become a part of the Contract Documents may be found in Section E of these Contract Documents.

At the time of the execution of the Contract, the Bidder to whom the Contract has been awarded shall furnish and deliver a properly executed Performance Bond in an amount at least equal to 100% of the total price of the Contract as awarded and as security for faithful performance of the Contract. The surety on the bond must be a corporate surety and must meet the requirements stated under "Bid Security" - Article B 2.7.

The successful Bidder shall also furnish a "Labor and Material Payment Bond" in the form included in Section E, in an amount not less than 100% of the total price of the Contract as awarded by the Owner, and issued by an acceptable surety meeting the requirements of Article B 2.7 "Bid Security".

B 3.11 INSURANCE

Insurance policies and/or certificates of insurance providing not less than the required types and amounts of coverage as required by the Supplementary Conditions - Section G of the Contract Documents, and issued by an acceptable insurance company licensed to provide such insurance in the State of New Jersey, shall be furnished with the aforementioned Contract Documents, including fully executed Contract Agreement, and required bond(s), and within 10 days of receipt of the "Notice of Award".

All such certificates or policies of insurance must provide for not less than 30 days advance notice to the Owner and Engineer of any pending modification, cancellation, or reduction of the coverage provided.

B 3.12 NO REFUND OF FEES PAID FOR CONTRACT DOCUMENTS

Fees, if any, required to be paid and paid as required by the Advertisement and Notice to Bidders for copies of the Contract Documents are non-refundable and will not be returned under any circumstances.

The Owner and Engineer in making copies of the Contract Documents available to prospective Bidders do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

B 3.13 COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Effective April 11, 2000, all bidders proposing to submit bids for "Public Works" must apply for registration with the State of New Jersey Department of Labor before bidding on a Public Works project.

For purposes of "THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT", "Public Works" is defined as "the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor to lower tier subcontractor as defined herein, except that, for purposes of the Act, no pumping station treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution".

It is important to note that, although not required to register, contractors who perform covered work on public projects not included in this definition of "public works" must still comply with the provisions of the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) as regards the payment of prevailing wage rates and the keeping/submitting of certified payroll records.

B 3.14 COMPLIANCE WITH THE NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the Contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (c. 5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

PROPOSAL

PROJECT IDENTIFICATION:**BAYFRONT 1 REDEVELOPMENT – PHASE 1A, SURCHARGE PROGRAM**THIS BID IS SUBMITTED TO:

Jersey City Redevelopment Agency
66 York Street, Third Floor
Jersey City, New Jersey 07302
Attn: Diana H. Jeffrey, Executive Director

- C 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- C 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within twenty-one days after the date of OWNER'S Notice of Award.
- C 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
- a. BIDDER has examined copies of all the Bidding Documents and the Addenda.
 - b. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Contract Documents as provided in paragraph F 4.2 of the General Conditions, and accepts the determination set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
 - d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in [c] above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph F 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
 - e. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

PROPOSAL

- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over OWNER.
- i. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his Bid:

<u>ITEM</u>	<u>REQUIRED</u>	<u>NOT REQUIRED</u>
[1] Contractor's Field Office is.....	X	
[2] Engineer's Field Office is.....	X	
[3] Project Photographs are.....	X	
[4] Owner's Protective Insurance Policy		X
[5] Owners and Engineers named as Co-Insured parties on Contractor's Liability Insurance policies is	X	
[6] A Performance Bond in the amount of 100% of the contract amount is.....	X	
[7] A separate Labor & Material payment Bond in the amount of 100% of the Contract Amount is.....	X	
[8] A Maintenance Bond in the amount of 15% of the final contract amount is	X	
[9] Project is (not) partially funded with Federal Grant funds and compliance with applicable minimum Federal Wage rates, and other grant related applicable regulations is	X	
[10] Project sign is	X	

- j. If awarded the Contract, the undersigned BIDDER agrees to fully comply with the requirements of N.J.S.A. 10:5-31 seq., and N.J.A.C. 17:27, as amended and supplemented.
- k. If awarded the Contract, the undersigned BIDDER agrees to comply with "The Prevailing Wage Act", P.L. 1963, c.150, as amended and supplemented.

C 4. The following mandatory requirements have been completed and are included on the following pages:

- a. Bid Security
- b. Consent of Surety
- c. Non-Collusion Affidavit
- d. State of New Jersey Debarred List Affidavit
- e. Indemnity and Hold Harmless Agreement
- f. Statement of Ownership Disclosure
- g. Certificate of Experience
- h. Certificate of Equipment
- i. Equal Employment Opportunity/Affirmative Action Program
- j. Resolution of Authorization if Bidder is a Corporation
- k. Identification of Subcontractors per N.J.S.A. 40A:11-16
- l. Identification of Other Subcontractors
- m. Acknowledgment of Receipt of Changes to Bid Documents
- n. Bid Proposal and Schedule of Bids
- o. Disclosure of Investment Activities in Iran
- p. Project Labor Agreement – Letter of Assent
- q. Supplier Diversity Bidder Questionnaire
- r. Certification of Non-Debarment

BID SECURITY

This Proposal is accompanied by bid security in accordance with the conditions stated in the Invitation to Bid.

The bid security in the form of:

- A. Surety Bid Bond _____
- B. Certified/Treasurer's check _____
- C. Cash _____

in the amount of _____ (\$ _____)

payable to Jersey City Redevelopment Agency

The Bidder hereby agrees that if this Proposal shall be accepted by the Owner and the Bidder shall fail to execute and deliver the Contract and the required Performance Bond or other required documents in accordance with the requirements of this Proposal and other sections of the Contract Documents within the time specified, then the Bidder shall be deemed to have abandoned the Contract and thereupon the Proposal and acceptance shall be null and void and the security accompanying the Proposal shall be forfeited to and retained by the Owner, as liquidated damages for such failure or neglect, and to indemnify the Owner for any loss which may be sustained by failure of the Bidder to execute the Contract and furnish documents as aforesaid. Nothing in the Specifications and Contract Documents shall prevent Owner from recovering actual damages over and above the sum of the forfeited bid security.

In compliance with the Laws of the State the Bidder is:

- An Individual _____
- A Partnership _____
- A Corporation _____

of _____ having principal offices at

CONSENT OF SURETY

In consideration of the premises and of one dollar to it in

hand paid by the _____, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made; be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Owner and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded it will pay, on demand, to the said Owner any difference between the sum bid by said corporation, person or persons and the sum which the said Owner may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

_____ day of _____ 20_____.

ATTEST:

BY

Surety (SEAL)

ATTEST:

BY

Title

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF Passaic

ss:

I, Ralph Diaco residing in Paterson
(name of affiant) (name of municipality)

in the County of Passaic 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 Grade Construction
(title or position) (name of firm)

Grade Construction the bidder making this Proposal for the bid entitled **Bayfront 1 Redevelopment – Phase 1A, Surcharge Program**, and that I executed the said proposal with full authority to do so that said 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 the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **Jersey City Redevelopment Agency** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

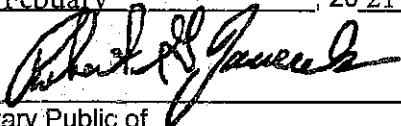
Grade Construction (N.J.S.A. 52:34-15).
(name of contractor)

Subscribed and sworn to

before me this 25th day

of February, 2021

Notary Public of



Signature
Ralph Diaco
(Type or print name of affiant under signature)

My commission expires Robert G. Janeczek
Notary Public of New Jersey
My Commission Expires June 4, 2022

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF Passaic, ss

I, Ralph Diaco of the City Town of Paterson

in the County of Passaic and the State of New Jersey

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

I am Ralph Diaco

an officer of the firm of Grade Construction

the Bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making of this bid is not included on the State of New Jersey, Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the **Jersey City Redevelopment Agency**, as the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.


The undersigned further warrants that should the name making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to and during the life of this Contract including Guarantee Period, that the Local Governing Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to disbarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Grade Construction
NAME OF CONTRACTOR

Ralph Diaco, President
NAME AND TITLE OF AFFIANT

Subscribed and sworn
Before me this 25th day
of February 20 21



Notary Public

My commission expires Robert G. Janeczek, 20____
Notary Public of New Jersey
My Commission Expires June 4, 2022


INDEMNITY AND HOLD HARMLESS AGREEMENT

Grade Construction (Contractor, Individual, Group) agrees to indemnify and hold harmless the **Jersey City Redevelopment Agency**, and/or the Hudson Counties Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file action, arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) caused in whole or in part by Grade Construction (Contractor) negligent act or omission, or that of subcontractor, or that of anyone employed by them or for whose acts contractor or subcontractor may be liable. This indemnification and agreement shall apply in all instances whether **Jersey City Redevelopment Agency** and/or the Hudson Counties Municipal Joint Insurance fund is made a direct party to the initial action or claim is subsequently made a party to the action by third-party in-pleading or is made a party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.

Grade Construction
CONTRACTOR, INDIVIDUAL, GROUP

02-23-2021
DATE

Subscribed and sworn
Before me this 23rd day
of February 2021



Notary Public

Robert G. Janeczek
My commission expires Notary Public of New Jersey, 20____
My Commission Expires June 4, 2022

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Grade Construction

Organization Address: 110 Pennsylvania Ave, Paterson, NJ 07503

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Ralph Diaco 100%	110 Pennsylvania Ave, Paterson, NJ 07503

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

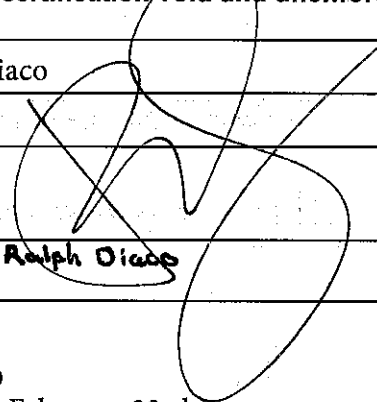
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City Redevelopment Agency is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City Redevelopment Agency to notify the City of Jersey City Redevelopment Agency in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City Redevelopment Agency to declare any contract(s) resulting from this certification void and unenforceable.

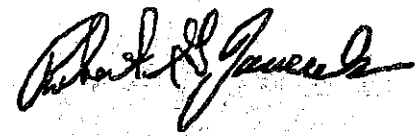
Full Name (Print): Ralph Diaco	Title: President
Signature: 	Date: 02-25-21

SIGNATURE: _____
 Ralph Diaco
TITLE: President _____s

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY February 23rd OF 2021

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF Robert G. Janacek
MY COMMISSION EXPIRES: 20 Notary Public of New Jersey
 My Commission Expires June 4, 2022



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

CERTIFICATE OF EXPERIENCE

Ralph Diaco _____ hereby certify that
(Name)

Grade Construction _____ have performed the following
(Name of Bidder)

work within the last five (5) years

Year	Type of Work	Contract Amount	Name and Address of Owner
------	--------------	-----------------	---------------------------

SEE ATTACHED

Name of Bidder: Grade Construction _____

By: _____
(Signature)

Name of above: Ralph Diaco _____
(Print)

Title: President _____

Date: 02-25-2021 _____

CERTIFICATE OF EQUIPMENT

The undersigned Bidder hereby certifies as follows:

The Bidder(s) is or are the owner or lessee of the equipment necessary for the execution of this contract, and further certify that the Bidder(s) is or are fully prepared with the necessary capital, material and machinery to conduct this work as herein specified. The equipment available for the execution of the contract is listed below:

QUANTITY	DESCRIPTION AND CAPACITY	YEAR	CONDITION
----------	--------------------------	------	-----------

SEE ATTACHED

Name of Bidder: Grade Construction

By: _____
(Signature)

Name of above: Ralph Diaco
(Print)

Title: President

Date: 2-25-2021

EQUAL EMPLOYMENT OPPORTUNITY/
AFFIRMATIVE ACTION PROGRAM
IN COMPLIANCE WITH N.J.S.A. 10:5-31 seq. and N.J.A.C. 17:27

N.J.S.A. 10:5-34 SUBMISSION OF BIDS; AFFIRMATIVE ACTION PROGRAM APPROVAL: FEE: EXEMPT
SUBCONTRACTORS

Each prospective bidder on a public works contract or contracts and each subcontract bidder to a prime contract bidder shall formulate and submit to the State Treasurer his or its affirmative action program of equal opportunity whereby he or it guarantees minorities employment in all employment categories; the submission shall be accompanied by a fee in an amount to be fixed by the State Treasurer. The State Treasurer shall notify the bidder of approval or disapproval of his or its program within 60 days of its submission; failure of the State Treasurer to act within 60 days shall constitute approval of the program. Any existing Federally approved or sanctioned affirmative action program shall be approved by the State Treasurer.

No subcontract bidder who has less than five employees need comply with the provisions of this section.

P.L. 1975, C. 127, S4

The following BIDDER, Grade Construction
(Name of Bidder)

hereby affirms it will, if awarded the Contract(s), comply with the following requirements:

The BIDDER must submit copies of the Employee Information Report (Form AA203) to the Division of Contract Compliance and Equal Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy id retained by the vendor.

The BIDDER certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The BIDDER further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Yes: 5 or more employees.
 Not required: less than 5 employees.

Name of Bidder: Grade Construction

By: _____
(Signature)

Name of above: Ralph Diaco
(Print)

Title: President

Date: 02-25-2021

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that Grade Construction be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

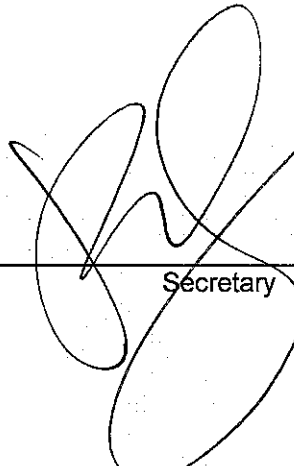
The foregoing is a true and correct copy of the resolution

adopted by Grade Construction

at a meeting of its Board of Directors held on the 25th

day of February, 2021

(CORPORATE SEAL)



Secretary Ralph Diaco

IDENTIFICATION OF SUBCONTRACTORS PER N.J.S.A. 40A:11-16

Subcontractors of the four (4) trade categories listed on this page must be set forth in accordance with N.J.S.A. 40A:11-16. If the contract does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

DO NOT LEAVE ANY SPACE BLANK

1. Plumbing and Gas Fitting and All Kindred Work: **(Not Applicable)** ✓
Name: N/A
Address: _____
License Number(s): _____ Name(s) of License Holder(s): _____

2. Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus, and All Kindred Work: **(Not Applicable)** ✓
Name: N/A
Address: _____
License Number(s): _____ Name(s) of License Holder(s): _____

3. Electrical Work, including any Electrical Power Plants, Tele-data, Fire Alarm, or Security System: **(Not Applicable)** ✓
Name: N/A
Address: _____
License Number(s): _____ Name(s) of License Holder(s): _____

4. Structural Steel and Ornamental Iron Work: **(Not Applicable)** ✓
Name: N/A
Address: _____
License Number(s): _____ Name(s) of License Holder(s): _____

Bidder Grade Construction

Ralph Diaco, President

By (name and title)

Signature

IDENTIFICATION OF OTHER SUBCONTRACTORS

In addition to listing the subcontractors required by NJSA 40A:11-16 on the previous page, it is requested the bidder list the name and the address of the subcontractors intended to perform other categories of work on this project. Failure to list all other subcontractors may result in the bid being deemed non-responsive and subject to rejection.

CATEGORY

NAME AND ADDRESS

DRAINAGE AND PIPE
CONTRACTOR

OTHER (SPECIFY)

OTHER (SPECIFY)

OTHER (SPECIFY)

OTHER (SPECIFY)

N/A

*****IMPORTANT NOTE*****

EXPERIENCE STATEMENTS SHALL BE ATTACHED FOR EACH OF THE ABOVE CONTRACTORS AND/OR SUBCONTRACTORS IN THE FORM SET FORTH IN THIS PROPOSAL. ALL CONTRACTORS AND SUBCONTRACTORS SHALL BE REGISTERED PURSUANT TO THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT AT THE TIME OF BID. BUSINESS REGISTRATION CERTIFICATES FOR ALL CONTRACTORS AND/OR SUBCONTRACTORS IN THE FORM SET FORTH IN THIS PROPOSAL MUST BE OBTAINED PRIOR TO RECEIPT OF BIDS AND MAY BE SUBMITTED ANYTIME PRIOR TO AWARD OF CONTRACT.

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

JERSEY CITY REDEVELOPMENT AGENCY
(Name of Local Contracting Unit)

BAYFRONT 1 REDEVELOPMENT – PHASE 1A
SURCHARGE PROGRAM
(Name of Construction/Public Works Project)

JCRA CONTRACT NO.: 20-12-MPN8
CME PROJECT NO.: PJC00503.01
(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23c 1), 2), &3), the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
Addendum #1	Email	1-20-21
Addendum #2	Email	02-04-21
Addendum #3	Email	02-10-21
Addendum #4	Email	02-11-21
Addendum #5	Email	02-12-21

No Addenda were received:

Acknowledged for:

Name of Bidder: Grade Construction

By Authorized Representative:

Signature: _____

Print or Type Name: Ralph Diaco

Title: President

Date: 02-25-2021

BID PROPOSAL AND SCHEDULE OF BIDS FORM

**BAYFRONT 1 REDEVELOPMENT – PHASE 1A
SURCHARGE PROGRAM**
(Name of Construction/Public Works Project)

**JCRA CONTRACT NO.: 20-12-MPN8
CME PROJECT NO.: PJC00503.01**
(Project or Bid Number)

THE BIDDER WILL SATISFACTORILY COMPLETE THE WORK ON THIS CONTRACT FOR THE FOLLOWING PRICE(S):

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
1.	Performance Bond and Payment Bond		
	Dollar		\$ <u>80,576.64</u> FIGURES

WRITE UNIT PRICE BID: Eighty Thousand Five Hundred Seventy Six Dollars and Sixty Four Cents

2.	Bar Chart Progress Schedule and Updates		
	Lump Sum		\$ <u>3,200.19</u> FIGURES

WRITE LUMP SUM PRICE BID: Three Thousand Two Hundred Dollars and Nineteen Cents

3.	Mobilization in accordance with N.J.A.C. 7:14-2.9		
	Lump Sum		\$ <u>342,551.94</u> FIGURES

WRITE LUMP SUM PRICE BID: Three Hundred Forty Two Thousand Five Hundred Fifty One Dollars and Ninety Four Cents

4.	Field Office Type <u>A</u> Set Up		
	1 Unit	\$ <u>5,303.78</u> FIGURES	/UNIT \$ <u>5,303.78</u> FIGURES

WRITE UNIT PRICE BID: Five Thousand Three Hundred Three Dollars and Seventy Eight Cents

per Unit

5.	Field Office Type <u>A</u> Maintenance		
	12 Months	\$ <u>637.47</u> FIGURES	/MONTH \$ <u>7,649.64</u> FIGURES

WRITE UNIT PRICE BID: Six Hundred Thirty Seven Dollars and Forty Seven Cents

per Month

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
6.	Construction Layout		
	Dollar		\$ <u>12,749.47</u> FIGURES
WRITE DOLLAR PRICE BID: <u>Twelve Thousand Seven Hundred Forty Nine Dollars and Forty Seven Cents</u>			
7.	Caution Fence		
	5,755 LF ±	\$ <u>3.47</u> /LF FIGURES	\$ <u>19,969.85</u> FIGURES
WRITE UNIT PRICE BID: <u>Three Dollars and Forty Seven Cents</u>			
_____ per Linear Foot			
8.	Silt Fence		
	5,920 LF ±	\$ <u>3.95</u> /LF FIGURES	\$ <u>23,384.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Three Dollars and Ninety Five Cents</u>			
_____ per Linear Foot			
9.	Inlet Filter, Type 1		
	65 SF ±	\$ <u>17.81</u> /SF FIGURES	\$ <u>1,157.65</u> FIGURES
WRITE UNIT PRICE BID: <u>Seventeen Dollars and Eighty One Cents</u>			
_____ per Square Foot			
10.	Construction Driveway, 12" Thick		
	645 SY ±	\$ <u>20.01</u> /SY FIGURES	\$ <u>12,906.45</u> FIGURES
WRITE UNIT PRICE BID: <u>Twenty Dollars and One Cent</u>			
_____ per Square Yard			
11.	Odor and Dust Control		
	Lump Sum		\$ <u>15,317.32</u> FIGURES
WRITE LUMP SUM PRICE BID: <u>Fifteen Thousand Three Hundred Seventeen Dollars and Thirty Two Cents</u>			

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
12.	Breakaway Barricade, If and Where Directed		
	50 UN ±	\$ <u>5.10</u> /UN FIGURES	\$ <u>255.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Five Dollars and Ten Cents</u>			
_____ per Unit			
13.	Drum, If and Where Directed		
	50 UN ±	\$ <u>5.10</u> /UN FIGURES	\$ <u>255.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Five Dollars and Ten Cents</u>			
_____ per Unit			
14.	Traffic Cone, If and Where Directed		
	100 UN ±	\$ <u>5.10</u> /UN FIGURES	\$ <u>510.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Five Dollars and Ten Cents</u>			
_____ per Unit			
15.	Construction Signs, If and Where Directed		
	525 SF ±	\$ <u>15.81</u> /SF FIGURES	\$ <u>8,300.25</u> FIGURES
WRITE UNIT PRICE BID: <u>Fifteen Dollars and Eighty One Cents</u>			
_____ per Square Foot			
16.	Construction Identification Sign, 4' x 8', If and Where Directed		
	1 UN ±	\$ <u>810.87</u> /UN FIGURES	\$ <u>810.87</u> FIGURES
WRITE UNIT PRICE BID: <u>Eight Hundred Ten Dollars and Eighty Seven Cents</u>			
_____ per Unit			
17.	Construction Barrier Curb, If and Where Directed		
	525 LF ±	\$ <u>67.53</u> /LF FIGURES	\$ <u>35,453.25</u> FIGURES
WRITE UNIT PRICE BID: <u>Sixty Seven Dollars and Fifty Three Cents</u>			
_____ per Linear Foot			

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
18.	Flashing Arrow Board, 4' x 8', If and Where Directed		
	1 UN ±	\$ <u>458.98</u> /UN FIGURES	\$ <u>458.98</u> FIGURES

WRITE UNIT PRICE BID: Four Hundred Fifty Eight Dollars and Ninety Eight Cents

per Unit

19.	Portable Variable Message Sign, If and Where Directed		
	2 UN ±	\$ <u>1,274.95</u> /UN FIGURES	\$ <u>2,549.90</u> FIGURES

WRITE UNIT PRICE BID: One Thousand Two Hundred Seventy Four Dollars and Ninety Five Cents

per Unit

20.	Traffic Control Truck with Mounted Crash Cushion, If and Where Directed		
	2 UN ±	\$ <u>3,666.75</u> /UN FIGURES	\$ <u>7,333.50</u> FIGURES

WRITE UNIT PRICE BID: Three Thousand Six Hundred Sixty Six Dollars and Seventy Five Cents

per Unit

21.	Traffic Stripes, Latex 4", If and Where Directed 1,050 LF ±		
		\$ <u>0.56</u> /LF FIGURES	\$ <u>588.00</u> FIGURES

WRITE UNIT PRICE BID: No Dollars and Fifty Six Cents

per Linear Foot

22.	Traffic Markings Lines, Latex 4", If and Where Directed		
	525 LF ±	\$ <u>0.56</u> /LF FIGURES	\$ <u>294.00</u> FIGURES

WRITE UNIT PRICE BID: No Dollars and Fifty Six Cents

per Linear Foot

23.	Traffic Director, Flagger, If and Where Directed		
	80 HR ±	\$ <u>90.47</u> /HR FIGURES	\$ <u>7,237.60</u> FIGURES

WRITE UNIT PRICE BID: Ninety Dollars and Forty Seven Cents

per Hour

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
------	-------------	------------	---

24. Uniformed Police Traffic Director,
If and Where Directed

Allowance

\$ 10,000.00
FIGURES

WRITE UNIT PRICE BID: Ten Thousand Dollars and No Cents

25. Fuel Price Adjustment

Allowance

\$ 16,700.00
FIGURES

WRITE UNIT PRICE BID: Sixteen Thousand Seven Hundred Dollars and No Cents

26. Final Cleanup

Lump Sum

\$ 20,537.06
FIGURES

WRITE LUMP SUM PRICE BID: Twenty Thousand Five Hundred Thirty Seven Dollars and Six Cents

27. Clearing Site

Lump Sum

\$ 49,828.12
FIGURES

WRITE LUMP SUM PRICE BID: Forty Nine Thousand Eight Hundred Twenty Eight Dollars and Twelve Cents

28. Excavation, Test Pit

100 CY ±

\$ 129.49 /CY
FIGURES

\$ 12,949.00
FIGURES

WRITE UNIT PRICE BID: One Hundred Twenty Nine Dollars and Forty Nine Cents

per Cubic Yard

29. Excavation, Unclassified,
If and Where Directed

100 CY ±

\$ 6.08 /CY
FIGURES

\$ 608.00
FIGURES

WRITE UNIT PRICE BID: Six Dollars and Eight Cents

per Cubic Yard

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
30.	Excavation, Regulated Material, If and Where Directed		
	100 CY ±	\$ <u>41.15</u> /CY FIGURES	\$ <u>4,115.00</u> FIGURES

WRITE UNIT PRICE BID: Forty One Dollars and Fifteen Cents

per Cubic Yard

31.	Soil Sampling and Analyses, Regulated Material, If and Where Directed * Minimum Unit Price Bid \$800/Unit		
	5 UN ±	\$ <u>2,294.91</u> /UN FIGURES	\$ <u>11,474.55</u> FIGURES

WRITE UNIT PRICE BID: Two Thousand Two Hundred Ninety Four Dollars and Ninety One Cents

per Unit

32.	Disposal of Regulated Material, If and Where Directed *Minimum Unit Price Bid \$70/Ton		
	185 TON ±	\$ <u>70.00</u> /TON FIGURES	\$ <u>12,950.00</u> FIGURES

WRITE UNIT PRICE BID: Seventy Dollars and No Cents

per Ton

33.	Permanent Roadway Embankment and Site Fills		
	107,555 CY ±	\$ <u>26.70</u> /CY FIGURES	\$ <u>2,871,718.50</u> FIGURES

WRITE UNIT PRICE BID: Twenty Six Dollars and Seventy Cents

per Cubic Yard

34.	Temporary Surcharge Embankment		
	Lump Sum		\$ <u>419,122.17</u> FIGURES

WRITE LUMP SUM PRICE BID: Four Hundred Nineteen Thousand One Hundred Twenty Two Dollars and Seventeen Cents

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
35.	Removal, Relocation, and Stockpiling of Surcharge Embankment Fills and Remaining Stockpile Materials		
	Lump Sum		\$ <u>537,826.25</u> FIGURES
WRITE LUMP SUM PRICE BID: <u>Five Hundred Thirty Seven Thousand Eight Hundred Twenty Six Dollars and Twenty Five Cents</u>			
36.	Geotechnical Instrumentation		
	Lump Sum		\$ <u>273,134.42</u> FIGURES
WRITE LUMP SUM PRICE BID: <u>Two Hundred Seventy Three Thousand One Hundred Thirty Four Dollars and Forty Two Cents</u>			
37.	Collect Undisturbed Samples		
	20 UN ±	\$ <u>178.49</u> /UN FIGURES	\$ <u>3,569.80</u> FIGURES
WRITE UNIT PRICE BID: <u>One Hundred Seventy Eight Dollars and Forty Nine Cents</u> _____ per Unit			
38.	Supplementary Exploratory Test Borings		
	360 LF ±	\$ <u>97.19</u> /LF FIGURES	\$ <u>34,988.40</u> FIGURES
WRITE UNIT PRICE BID: <u>Ninety Seven Dollars and Nineteen Cents</u> _____ per Linear Foot			
39.	Temporary Surcharge Retaining Wall		
	19,210 SF ±	\$ <u>37.52</u> /SF FIGURES	\$ <u>720,759.20</u> FIGURES
WRITE UNIT PRICE BID: <u>Thirty Seven Dollars and Fifty Two Cents</u> _____ per Square Foot			
40.	15" High Density Polyethylene Pipe		
	715 LF ±	\$ <u>33.77</u> /LF FIGURES	\$ <u>24,145.55</u> FIGURES
WRITE UNIT PRICE BID: <u>Thirty Three Dollars and Seventy Seven Cents</u> _____ per Linear Feet			

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
41.	15" High Density Polyethylene Pipe Flared End Section		
	4 UN ±	\$ <u>487.42</u> /UN FIGURES	\$ <u>1,949.68</u> FIGURES

WRITE UNIT PRICE BID: Four Hundred Eighty Seven Dollars and Forty Two Cents
_____ per Unit

42.	Conduit Outlet Protection Area w/ Median Stone d50 (4")		
	20 CY ±	\$ <u>60.36</u> /CY FIGURES	\$ <u>1,207.20</u> FIGURES

WRITE UNIT PRICE BID: Sixty Dollars and Thirty Six Cents
_____ per Cubic Yard

43.	Pre-Formed Scour Hole Area w/ Median Stone d50 (6")		
	5 CY ±	\$ <u>60.36</u> /CY FIGURES	\$ <u>301.80</u> FIGURES

WRITE UNIT PRICE BID: Sixty Dollars and Thirty Six Cents
_____ per Cubic Yard

44.	Reconstruct Monitoring Well		
	5 UN ±	\$ <u>958.77</u> /UN FIGURES	\$ <u>4,793.85</u> FIGURES

WRITE UNIT PRICE BID: Nine Hundred Fifty Eight Dollars and Seventy Seven Cents
_____ per Unit

45.	Reconstruct Underdrain Access Manhole		
	3 UN ±	\$ <u>16,937.84</u> /UN FIGURES	\$ <u>50,813.52</u> FIGURES

WRITE UNIT PRICE BID: Sixteen Thousand Nine Hundred Thirty Seven Dollars and Eighty Four Cents
_____ per Unit

46.	Allowance for Work Unspecified		
	Allowance		\$ <u>100,000.00</u> FIGURES

WRITE UNIT PRICE BID: One Hundred Thousand Dollars and No Cents

BID PROPOSAL AND SCHEDULE OF BIDS FORM

Total of Prices Bid based upon Estimated Quantities for above listed **Items 1 through 46**, inclusive. The undersigned proposes to furnish and deliver the above goods/services pursuant to the bid specification and made part hereof:

5,772,305.35

Dollars

(Amount – Numbers)

Five Million Seven Hundred Seventy Two Thousand Three Hundred Five Dollars and Thirty Five Cents

(Amount – Words)

Grade Construction
Company Name

03-0502857
Federal I.D. # or Social Security #

110 Pennsylvania Ave, Paterson, NJ 07503
Address


Signature of Authorized Agent

Ralph Diaco
Type or Print Name

Title: President

973-925-4021
Telephone Number

02-25-2021
Date

973-782-5958
Fax Number

ralph@gradeconstruction.net
E-mail address

PROPOSAL

TIME FOR COMPLETION of this Contract is 345 calendar days from the date the Notice to Proceed is issued.

Quantities are not guaranteed. Final payment will be based on actual quantities.

C 5. BIDDER agrees that the Work will be substantially complete within 330 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment within 345 calendar days after the date when the Contract Time commences to run.

BIDDER acknowledges that it is the OWNER'S intent to issue the Notice to Proceed for mobilization to commence on or before April 8, 2021.

BIDDER acknowledges that the design height of surcharge indicated on the Contract Drawings is based on an anticipated placement period for both roadway embankment and surcharge embankment of less than 3 months, and a minimum rest period of 5 months after total completion of the roadway and surcharge embankment construction. The height of surcharge and/or the extent of the maintenance rest period may be modified if required by the results of monitoring, as directed by the Engineer. The TIME FOR COMPLETION may be modified (extended or shortened) based on the monitoring results.

BIDDER acknowledges that it is the OWNER'S intent for mobilization to commence on April 8, 2021.

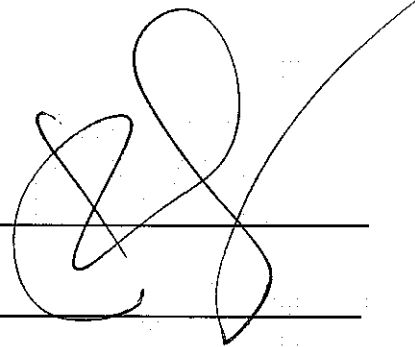
BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

C 6. Communications concerning this Bid shall be addressed to:

The address of BIDDER indicated below:

BIDDER
NAME Grade Construction

MAILING
ADDRESS 110 Pennsylvania Ave, Paterson, NJ 07503



C 7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract include as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on February 25th, 2021

PROPOSAL

If BIDDER is:
An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name) (Form of Partnership)

_____ (General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By Grade Construction S Corporation (SEAL)
(Corporation Name) (Form of Corporation)

New Jersey
(State of Incorporation)

By Ralph Diaco
(Name of Person Authorized to Sign)

President
(Title)

(CORPORATE SEAL)

Attest Ralph Diaco
(Secretary)

Business Address: 110 Pennsylvania Ave, Paterson, NJ 07503

Phone Number: 973-925-4021

PROPOSAL

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Bayfront 1 Redevelopment – Phase 1A, Surcharge Program

Bidder/Offeror: Grade Construction

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran (see Appendix A of these Specifications). If the Director finds a person or entity to be in violation of the principles which are the subject of this 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 person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

AND

is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below under penalty of perjury. 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 boxes below.

EACH ENTRY BELOW WILL PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH SUPPLEMENTARY PAGES WITH ANSWERS TO EACH QUESTION FOR EACH ADDITIONAL ENTRY.

Name: _____	Relationship to Bidder/Offeror: _____
Description of Activities: _____	

Duration of Engagement: _____	Anticipated Cessation Date: _____
Bidder/Offeror Contact Name: _____	Contact Phone Number: _____

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): Ralph Diaco Signature: _____
Title: President Date: 02-23-2021

**PROJECT LABOR AGREEMENT
COVERING CONSTRUCTION OF A PROJECT INVOLVING BAYFRONT 1 REDEVELOPMENT – PHASE 1A
(SURCHARGE PROGRAM)**

LETTER OF ASSENT

Re: Project Labor Agreement with the
Hudson County Building & Trades Council, AFL-CIO (the "Agreement")

The undersigned, as the General Contractor on a Contract which is part of a project for the construction of the Bayfront 1 Redevelopment – Phase 1A, Surcharge Program (the "Project"), for and in consideration of the award of a Contract to perform work on said Project, and in further consideration of the mutual promises made in the Project Labor Agreement, a copy of which was received and is acknowledged, hereby:

- (1) On behalf of itself and all its employees, accepts and agrees to be bound by the terms and conditions of the Project Labor Agreement, together with any and all amendments and supplements now existing or which are later made thereto, and understands that any act of non-compliance with all such terms and conditions will subject the non-complying Subcontractor to being prohibited from the Project Site until full compliance is obtained.
- (2) Certifies that it has no commitments or agreements that would preclude its full compliance with the terms and conditions of said Project Labor Agreement.
- (3) Agrees to secure from any Contractor(s) (as defined in said Project Labor Agreement) which is or becomes a Subcontractor(s) (of any tier), a duly executed Letter of Assent in form identical to this document prior to commencement of any work.

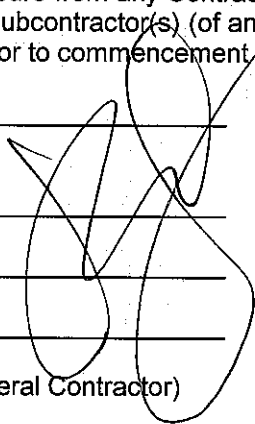
Grade Construction

 Company Name

By: Ralph Diaco

Title: President

Date: 02-25-21



 General Contractor

cc: (Unions employed by General Contractor)



CITY OF JERSEY CITY
DEPARTMENT OF BUSINESS ADMINISTRATION
OFFICE OF DIVERSITY AND INCLUSION



SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE

The City of Jersey City is committed to ensuring that its utilization of vendors reflects the diversity of its community. Please complete this form to assist us with monitoring our supplier diversity performance.

Business Name: Grade Construction

Address: 110 Pennsylvania Ave, Paterson, NJ 07503

Phone: 973-925-4021

Email: ralph@gradeconstruction.net

Contact Name: Ralph Diaco

Please indicate if your business qualifies as any of the following: (See definitions for clarification)

- Minority Owned
- Woman Owned
- Veteran Owned
- Disability Owned
- Lesbian, Gay, Bisexual, Transgender Owned
- None

Please indicate if your business is currently certified by an authorized certifying body as any of the following:

- Minority Business Enterprise
- Woman Business Enterprise
- Veteran Business Enterprise
- Disability Owned Business Enterprise
- Lesbian, Gay, Bisexual, Transgender Business Enterprise
- Disadvantaged Business Enterprise
- Small Business Enterprise
- None

THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL
 LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.



**CITY OF JERSEY CITY
DEPARTMENT OF BUSINESS ADMINISTRATION
OFFICE OF DIVERSITY AND INCLUSION**



SUPPLIER DIVERSITY DEFINITIONS

Minority Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa.

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

Veteran Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons who are veterans.

"Veteran" means any citizen and resident of this State now or hereafter honorably discharged or released under honorable circumstances who served in any branch of the Armed Forces of the United States or a Reserve component thereof for at least 90 days and shall include disabled veterans.

Disability Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a person or persons with a disability.

Lesbian, Gay, Bisexual, Transgender Owned- a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by an LGBT person or persons.

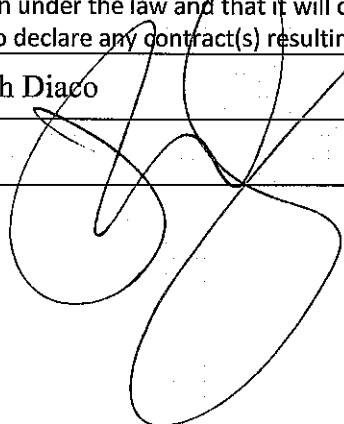
**THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL
LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.**

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	Grade Construction
Address of Individual or Organization	110 Pennsylvania Ave, Paterson, NJ 07503
DUNS Code (if applicable)	017290109
CAGE Code (if applicable)	7PFG2
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 Non-Profit Corporation (skip Parts III and IV)
 For-Profit Corporation (any type)
 Limited Liability Company (LLC)
 Partnership
 Limited Partnership
 Limited Liability Partnership (LLP)
 Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the City of Jersey City ("City") is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the City to notify the City in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the City , permitting the City to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Ralph Diaco	Title:	President
Signature:		Date:	02-25-21

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
-------------------------------------	---

Name of Individual or Organization	Grade Construction
---	--------------------

Home Address (for Individual) or Business Address	110 Pennsylvania Ave, Paterson, NJ 07503
--	--

OR

<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
--------------------------	---

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
---	--

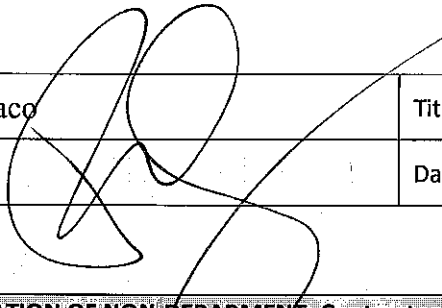
Home Address (for Individual) or Business Address	
--	--

OR

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of the **Organization listed above in Part I**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **City** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **City** to notify the **City** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **City**, permitting the **City** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ralph Diaco	Title:	President
Signature:		Date:	02-25-21

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

****Add additional sheets if necessary****

OR

The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address

****Add additional Sheets if necessary****

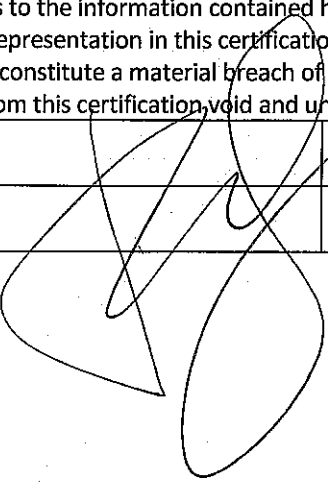
OR

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **City** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the **City**

to notify the **City** in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **City**, permitting the **City** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ralph Diaco	Title:	President
Signature:		Date:	02-25-21

BID DOCUMENT SUBMISSION CHECKLIST

JERSEY CITY REDEVELOPMENT AGENCY
(Name of Local Contracting Unit)

**BAYFRONT 1 REDEVELOPMENT – PHASE 1A
SURCHARGE PROGRAM**
(Name of Construction/Public Works Project)

**JCRA CONTRACT NO.: 20-12-MPN8
CME PROJECT NO.: PJC00503.01**
(Project or Bid Number)

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
√	A bid guarantee as required by <u>N.J.S.A. 40A:11-21</u>	AD
√	A certificate from a surety company, pursuant to <u>N.J.S.A. 40A:11-22</u>	AD
√	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u> (P.L. 1977, c.33)	AD
√	A listing of subcontractors as required by <u>N.J.S.A. 40A:11-16</u>	AD
√	If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	AD

B. Failure to submit the following documents is a mandatory cause for the bid to be rejected.

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
√	Certificate of Experience of General Contractor	AD
√	Plant and Equipment Questionnaire/Certificate of Equipment of General Contractor showing that the General Contractor owns, leases or controls any necessary equipment	AD
√	Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed pursuant to <u>N.J.S.A. 40A:11-16</u>	AD
√	Bid Proposal and Schedule of Bids Form	AD
√	Project Labor Agreement – Letter of Assent	AD

**C. Failure to submit the following documents may be a cause for the bid to be rejected.
(N.J.S.A. 40A:11-23.1b.)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
√	Certificates of Experience of Subcontractors listed pursuant to <u>N.J.S.A. 40A:11-16</u>	AD
√	Plant and Equipment Questionnaire/Certificate of Equipment of Subcontractors listed pursuant to <u>N.J.S.A 40A:11-16</u> showing that the Subcontractors own, lease or control any necessary equipment	AD
√	Consent of Surety as to a Performance Bond	AD

Required With Submission of Bid (Owner's Checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
√	Equality Information on Substituted Item (If Applicable)	AD
√	Certification of Non-Debarment	AD
√	Consent of Surety as to a Maintenance Bond	AD

√	Consent of Surety as to a Labor and Material Payment Bond	AD
N/A	Statement of compliance with N.J.S.A. 45:14C-2(h) (licensed master plumber)	AD
√	New Jersey Business Registration Certificate for the General Contractor and all Subcontractors listed pursuant to N.J.S.A. 40A:11-16 which was obtained prior to receipt of bids.	AD

√	Submission of a Non-Collusion Affidavit (this form must be Notarized)	AD
√	Supplier Diversity Bidder Questionnaire	AD
√	Disclosure of Investment Activities in Iran	AD

D. Schedule of Other Required Submittals By Bidder

NO.	SUBMITTAL ITEM	TIME OF SUBMISSION	CONSEQUENCES OF NON COMPLIANCE	(Bidder's initials)
1	EXHIBIT B: MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	WITH PROPOSAL OR AFTER NOTIFICATION OF AWARD BUT PRIOR TO SIGNING A CONSTRUCTION CONTRACT	FORFEITURE OF BID SECURITY	AD
2	INITIAL MANNING REPORT (JCAA-1)	AFTER NOTIFICATION OF AWARD BUT PRIOR TO SIGNING OF CONSTRUCTION CONTRACT	FORFEITURE OF BID SECURITY	AD
3	MONTHLY PROJECT WORKFORCE REPORT	EVERY SEVENTH (7 TH) OF THE MONTH THEREAFTER FOR THE DURATION OF CONTRACT	DEFAULT OF CONTRACT	AD
4	INSURANCE CERTIFICATES	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY	AD
5	PERFORMANCE AND PAYMENT BOND	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY	AD
6	EXECUTION OF CONTRACT AGREEMENT	WITHIN TEN (10) DAYS OF CITY NOTICE OF CONTRACT AWARD	FORFEITURE OF BID SECURITY	AD
7	CONSTRUCTION PERMITS	PRIOR TO START OF CONSTRUCTION (WHERE REQUIRED)	DEFAULT OF CONTRACT	AD
8	SUBCONTRACTOR PREQUALIFICATION AND INSURANCE OTHER THAN THOSE LISTED UNDER N.J.S.A. 40A:11-16	PRIOR TO SUBCONTRACTOR'S PARTICIPATION	DENIAL OF SUBCONTRACTOR OR DEFAULT	AD
9	MATERIAL CERTIFICATIONS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT	AD
10	SHOP DRAWINGS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT	AD
11	PRECONSTRUCTION PHOTOGRAPHS	PRIOR TO COMMENCEMENT OF WORK OR STOCKPILING OF MATERIALS (WHERE REQUIRED)	DEFAULT OF CONTRACT	AD
12	NOTIFICATION TO PUBLIC UTILITIES	PRIOR TO COMMENCEMENT OF WORK	DEFAULT OF CONTRACT	AD
13	COMMENCEMENT OF WORK RECEIPT EXECUTED	WITHIN TEN (10) DAYS OF CONTRACT OR AS STATED IN "NOTICE TO PROCEED"	DEFAULT OF CONTRACT	AD

14	CLAIMS FOR EXTRA COST	WITHIN FORTY-EIGHT (48) HOURS OF INSTRUCTIONS FROM ENGINEER	DENIAL OF CLAIM	AD
15	CONSTRUCTION SCHEDULE/PERIODIC ESTIMATES	PRIOR TO COMMENCEMENT OF WORK AND FOLLOWING WITH EACH PARTIAL PAYMENT	PROCESSING OF PAYMENT WITHELD UNTIL UPDATED AND APPROVAL RECEIVED	AD
16	REQUEST FOR ADDITIONAL TIME	WITHIN TEN (10) DAYS OF BEGINNING OF DELAY	DENIAL OF REQUEST, LIQUIDATED DAMAGES	AD

E. SIGNATURE: The undersigned hereby acknowledges and has submitted and/or will submit the above listed requirements.

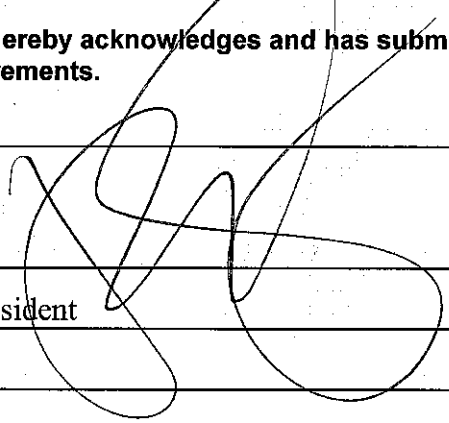
Name of Bidder: Grade Construction

By Authorized Representative:

Signature: _____

Print Name and Title: Ralph Diaco, President

Date: 02-25-21



NOTICE OF AWARD

Dated _____, 20__

TO: _____
(Bidder)

ADDRESS: _____

OWNER'S PROJECT NO.: 20-12-MPN8

PROJECT: BAYFRONT 1 REDEVELOPMENT – PHASE 1A, SURCHARGE PROGRAM

OWNER'S CONTRACT NO.: 20-12-MPN8

CONTRACT FOR: _____
(Indicate Total Work, alternates or section of Work awarded)

You are notified that your Bid dated _____ for the above Contract has been considered. You are the apparent lowest responsive and responsible bidder and have been awarded a contract for _____. The Contract Price of your contract is _____.

Six (6) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within twenty-one (21) days of the date of this Notice of Award, that is by _____.

1. You must deliver to the OWNER six (6) fully executed counterparts of the Agreement including all the Contract Documents. This includes the three (3) sets of Drawings. Each of the Contract Documents must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders (paragraph B1.3.6) General Conditions (paragraph F5.1) and Supplementary Conditions (paragraph G5.1).
3. (List other conditions precedent).
 - A. Certificates of insurance in not less than the required amounts, types and form per F5.3 and G5.3.7, inclusive.
 - B. Owners and Engineer's Co-Insurance Certificate in proper form and substance per G5.3.2.
 - C. Progress schedule per F2.6, G2.6.4 and 1-2.6.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully signed counterpart of the Agreement with the Contract Documents attached.

JERSEY CITY REDEVELOPMENT AGENCY
(Owner)

By: _____
(Authorized Signature)

DIANA H. JEFFREY
(Executive Director)

Receipt of this "Notice of Award" is acknowledged.

Contractor: _____

By: _____
Printed Name

Signature

Date

Title

Copy to ENGINEER
(Use Certified Mail,
Return Receipt Requested)

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED SUM

BAYFRONT 1 REDEVELOPMENT – PHASE 1A, SURCHARGE PROGRAM
JCRA CONTRACT NO.: 20-12-MPN8

THIS AGREEMENT made as of the _____ day of _____

in the year 20__ by and between:

JERSEY CITY REDEVELOPMENT AGENCY
66 YORK STREET, THIRD FLOOR, JERSEY CITY, NJ 07302
(hereinafter called OWNER)

(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

D 1. WORK. The CONTRACTOR shall perform all Work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

The project generally consists of the construction of roadway embankments and placement of surcharge material. The scope of work on the project will consist of the demolition and removal of existing features and utilities, installation of settlement plates and instrumentation, drainage pipes and structures, and all associated work and appurtenances as contained in the Contract Documents as ordered by the Engineer.

D 2. ENGINEER. The Project has been designed by:

DAVID J. SAMUEL, P.E. & P.P.
Consulting Engineer's Office
CME ASSOCIATES
3141 Bordentown Avenue
Parlin, New Jersey 08859

The Project construction administration will be performed by:

DAVID J. SAMUEL, P.E. & P.P.
Consulting Engineer's Office
CME ASSOCIATES
3141 Bordentown Avenue
Parlin, New Jersey 08859

who will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents.

D 3. CONTRACT TIME. The Work will be substantially completed within 330 days after the date when the Contract Time commences to run as provided in paragraph 2.5 of the General Conditions or modified in the Supplementary Conditions and Renovation Work completed in accordance with paragraph 14.13 of the General Conditions within 345 days from the date when the contract time commences to run.

D 4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows:

SEE PROPOSAL BID FORM

D 5. APPLICATIONS FOR PAYMENT. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be reviewed by ENGINEER as provided in the General Conditions.

D 6. PROGRESS AND FINAL PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as approved by ENGINEER, on or about the 3rd Tuesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions and Supplemental General Conditions Section G 14.2.1.

D 6.1. Prior to Substantial Completion progress payment will be in an amount equal to:

- 90% of the Work completed on Contracts less than \$100,000.
- 98% of the Work completed on Contracts of \$100,000 or more.

D 6.2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less retainages as ENGINEER shall determine in accordance with Paragraph 14.7 of the General Conditions and/or retainage indicated under Supplementary Conditions.

D 6.3. Upon final completion of the Work and settlement of all claims, OWNER shall pay the remainder of the Contract Price less retainage under Supplementary Conditions.

D 7. CONTRACT DOCUMENTS. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- D 7.1. This Agreement,
- D 7.2. Exhibits to this Agreement (if any),
- D 7.3. CONTRACTOR'S Bid and Bonds,
- D 7.4. Notice of Award,
- D 7.5. Instructions to Bidders,
- D 7.6. General Conditions,
- D 7.7. Supplementary Conditions,
- D 7.8. Specifications - Divisions 1 through 31,
- D 7.9. Drawings as listed in Section "H" of the Contract Documents,
- D 7.10. Addenda numbers _____ to _____, inclusive, and
- D 7.11. Any modifications, Including Change Orders, duly delivered after execution of this Agreement.

D 8. MISCELLANEOUS.

D 8.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

D 8.2. Neither OWNER nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of OWNER.

D 8.3. OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

D 8.4. The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

D 9. OTHER PROVISIONS.

D 9.1. Contract drawings. The Contract Drawings which accompany these specifications and form a part of the Contract Drawings are entitled as indicated in Section H – Enumeration of Plans and Specifications.

D 9.2. Agreement to Do All Work and to Accept all Conditions. The Contractor agrees to furnish all material, to fully and faithfully construct, perform, and execute all work in accordance with the Contract Drawings and Specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him in the itemized proposal.

D 9.3. Modification of Contract. The Contractor in entering into this contract understands that the Owner reserves the right to modify to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his opinion he shall deem it necessary or advisable to do so. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Engineer, and the same shall not violate or void this Contract. Any such modifications so made, shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Engineer, subject to the approval of the Owner. If such modifications, if any there be, result in a decrease in the cost of work involved, an equitable deduction from the Contract price shall be made, as determined by the Engineer. The Engineer's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the Contract Drawings and in the Specifications be made unless the nature and extent thereof has first been certified by the Engineer in writing and sent to the Contractor.

D 9.4. Increase or Decrease of Quantities Elimination of Items. In entering into this Contract, the Contractor agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the Owner may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities and the Owner reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the Owner.

The Contractor shall and will at no time make claim for anticipated profit or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.

D 9.5. Equal Employment Opportunity/Affirmative Action. Refer to Section B 2.12.

D 9.6. State Grant Funds. When a contractor is partially funded by a State Grant:

CONTRACTOR agrees to furnish materials and/or install and construct improvements in strict compliance with the Contract Documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling tests results determined in accordance with the Contract Documents which disclose defective or substandard WORK.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One (1) counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

The Agreement will be effective on _____, 20____.

OWNER: JERSEY CITY REDEVELOPMENT

CONTRACTOR: _____

AGENCY

BY: DIANA H. JEFFREY
(NAME)

BY: _____
(NAME)

EXECUTIVE DIRECTOR
(TITLE)

(TITLE)

(SIGNATURE)

(SIGNATURE)

ATTEST _____
(DIRECTOR OF DEVELOPMENT)

ATTEST _____
(CORPORATE SECRETARY)

ATTEST _____

ATTEST _____

Address for giving notices:

Address for giving notices:

Jersey City Redevelopment Agency

66 York Street, Third Floor

Jersey City, NJ 07302

ATTN: Executive Director

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

OWNER'S SEAL

CONTRACTOR'S SEAL

SECTION E

NEW JERSEY STATUTORY FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal and _____

_____ as Surety, are hereby held and firmly bound unto the Jersey City Redevelopment Agency in the penal sum of _____ Dollars, for the payment of which will 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 contract with the Jersey City Redevelopment Agency which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, and shall perform and complete said Contract in accordance with its terms, we agreeing and assenting that this undertaking shall be for the benefit of 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 stipulates and agrees that no modifications, omissions or additions in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety on its bond.

Principal

Surety

(seal)
(acknowledgments)

NOTE: The attorney-in-fact signing the Performance Bond on behalf of the surety should attach a valid power of attorney to the Performance Bond.

SECTION E

NEW JERSEY STATUTORY FORM OF LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal and

_____ as Surety, are hereby

held and firmly bound unto the Jersey City Redevelopment Agency in the penal sum of

_____ Dollars, for the payment of which will 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 contract with the Jersey City Redevelopment Agency which said contract is made a part of this bond the same as though set forth herein:

NOW, if the said Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for material, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractors or otherwise, we agreeing and assenting that this undertaking shall be for the benefit of 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 stipulates and agrees that no modifications, omissions or additions in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said surety on its bond.

Principal

Surety

(seal)
(acknowledgments)

NOTE: The attorney-in-fact signing the Labor and Materials Payment Bond on behalf of the surety should attach a valid power of attorney to the Labor and Materials Payment Bond.

NOTICE TO PROCEED

Dated _____, 20__

TO: _____
(Contractor)

ADDRESS: _____

OWNER'S PROJECT NO. 20-12-MPN8

PROJECT BAYFRONT 1 REDEVELOPMENT – PHASE 1A, SURCHARGE PROGRAM

OWNER'S CONTRACT NO. 20-12-MPN8

CONTRACT FOR BAYFRONT 1 REDEVELOPMENT – PHASE 1A, SURCHARGE PROGRAM

(Indicate name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above contract will commence to run on _____, 20__.
By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion and Final Completion are _____, 20__ and _____, 20__ respectively.

Before you may start any Work at the site, paragraph 2.7 of the General Conditions provides that you must deliver to the Owner (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any Work at the site, you must
(add other requirements)

1. Provide 48 hours notice for inspections. _____
2. Provide Project Schedule. _____
3. Call for all utility mark outs. _____
4. Notify Police Department of Start of Work. _____
5. Contractor shall not begin construction until Hudson-Essex-Passaic Soil Conservation District approval has been obtained. _____

JERSEY CITY REDEVELOPMENT
AGENCY
(Owner)

By: _____
(Authorized Signature)

DIANA H. JEFFREY
(Executive Director)

Copy to ENGINEER

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Diaco Contracting, Inc. DBA Grade Construction
110 Pennsylvania Ave
Paterson, NJ 07503

OWNER:

(Name, legal status and address)

Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, NJ 07302

BOND AMOUNT: \$ 10%

Ten Percent of Amount Bid

PROJECT:

NTE \$20,000.00

NOT TO EXCEED TWENTY THOUSAND DOLLARS

(Name, location or address, and Project number, if any)

BAYFRONT 1 REDEVELOPMENT- PHASE 1A, SURCHARGE PROGRAM

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

1001 4th Ave., Ste 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

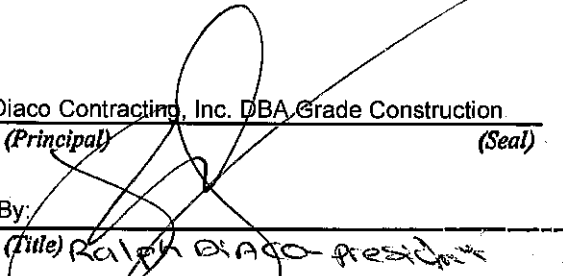
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of February, 2021


(Witness)


(Witness)

Diaco Contracting, Inc. DBA Grade Construction
(Principal) (Seal)

By: 
(Title) Ralph Diaco - President

Liberty Mutual Insurance Company
(Surety)

By: 
(Title) William D. Haas, Attorney-In-Fact



CONSENT OF SURETY


In consideration of the premises and of one dollar to it in

hand paid by the Diaco Contracting, Inc. DBA Grade Construction, the receipt whereof is hereby acknowledged, the undersigned consents and agrees that if the contract, for which the preceding estimate and proposal is made; be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the Owner and if said corporation, person or persons shall omit or refuse to execute said contract if so awarded it will pay, on demand, to the said Owner any difference between the sum bid by said corporation, person or persons and the sum which the said Owner may be obliged to pay the corporation, person or persons to whom the contract may be awarded; the amount in each case to be determined by the bids for said contract.

In witness whereof, said surety has set its seal and caused these presents to be signed by its duly authorized officers, this

4th day of February 2021

ATTEST:



BY

WAA

Liberty Mutual Insurance Company (SEAL)
Surety

ATTEST:



BY

William D. Haas, Attorney-in-Fact
_____ Title

Individual Acknowledgment

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came _____ to me known, and known to me to be the individual in and who executed the foregoing instrument, and acknowledged to me that he/she executed the same.


My commission expires _____
Notary Public

Corporation Acknowledgment

State of NJ
County of Passaic

On the 9 day of Feb, 2021 before me personally came Ralph Diacco to me known; who being by me duly sworn, did depose and say that he/she/they reside(s) in 110 PENNSYLVANIA AVE. PATERSON, NJ that he/she/they is (are) the President of the Grade Construction, the corporation described in and which executed the above instrument; that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Robert G. Janeczek
Notary Public of New Jersey
My Commission Expires June 4, 2022



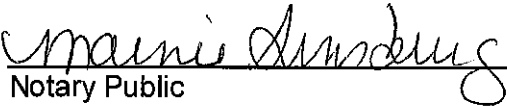
My commission expires _____
Notary Public

Surety Acknowledgment

State of New York
County of Westchester

On the 4th day of February 2021 personally came William D. Haas to me known, who being by me duly sworn did depose and say that he/she is an Attorney-in-Fact of Liberty Mutual Insurance Company and which executed the above Instrument know(s) the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she/they signed the said instrument and affixed the said seal as Attorney-in-fact by authority of the Board of Directors of said corporation and by authority of this office under the standing resolution thereof.

My commission expires _____
MARNIE GINSBURG
Notary Public, State of New York
No. 01GI6196136
Qualified in Westchester County
Commission Expires Nov. 3, 2024


Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8197884-015091

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William D. Haas, Benedict J. Tockarshevsky, Marnie Ginsburg, Denese Thompson

all of the city of White Plains state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 2nd day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 20, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of February, 2021.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits	\$778,754,989	Unearned Premiums	\$8,007,146,482
*Bonds — U.S Government	2,780,808,610	Reserve for Claims and Claims Expense	21,532,853,787
*Other Bonds	12,645,608,792	Funds Held Under Reinsurance Treaties	507,868,920
*Stocks	16,385,435,431	Reserve for Dividends to Policyholders	1,143,826
Real Estate	235,608,378	Additional Statutory Reserve	125,722,000
Agents' Balances or Uncollected Premiums	6,217,983,641	Reserve for Commissions, Taxes and Other Liabilities	4,117,460,075
Accrued Interest and Rents	102,273,390	Total	\$34,292,195,090
Other Admitted Assets	11,957,106,292	Special Surplus Funds	\$32,768,443
		Capital Stock	10,000,075
		Paid in Surplus	10,044,978,933
		Unassigned Surplus	6,723,636,983
Total Admitted Assets	<u>\$51,103,579,523</u>	Surplus to Policyholders	16,811,384,434
		Total Liabilities and Surplus	<u>\$51,103,579,524</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary



Liberty Mutual.
SURETY

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable 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 surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$16,811,384,434.00 as of the calendar year ended December 31, 2019, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2020 in the amount of \$1,310,710,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$10% NTE \$20,000.00.
- 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 Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		and;

(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 and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a corporation domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: David M. Carey
David M. Carey, Assistant Secretary

Dated: February 4, 2021

12/17/13

Taxpayer Identification# 030-502-857/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.




If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME: DIACO CONTRACTING INC	TRADE NAME: GRADE CONSTRUCTION	
ADDRESS: 110 PENNSYLVANIA AVE PATERSON NJ 07301	SEQUENCE NUMBER: 1105478	
EFFECTIVE DATE: 11/17/04	ISSUANCE DATE: 12/17/13	
FORM-BRC	 Director New Jersey Division of Revenue	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

Certificate Number
638293

Registration Date: 09/10/2019
Expiration Date: 09/09/2021



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Ralph Diaco, President

Handwritten signature of Robert Asaro-Angelo.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

Good Construction
2019

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

DIACO CONTRACTING INC DBA GRADE CONSTRUCTION
Ralph Diaco
110 Pennsylvania Ave
Paterson NJ 07503

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
DIACO CONTRACTING INC DBA GRADE CONSTRUCTION
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
02/03/2021 TO 03/31/2022
VALID
2/18/21

13VH07621600
License/Registration/Certificate #

ACTING DIRECTOR

02/03/2021 TO 03/31/2022
VALID

Signature of Licensee/Registrant/Certificate Holder

13VH07621600
LICENSE/REGISTRATION/CERTIFICATION #

ACTING DIRECTOR

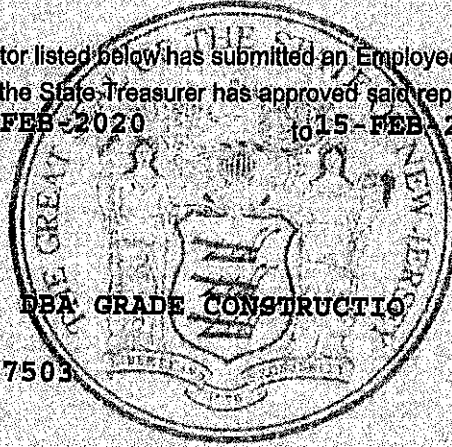
PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2020 to 15-FEB-2027



DIACO CONTRACTING, INC. DBA GRADE CONSTRUCTION
110 PENNSYLVANIA AVE.
PATERSON NJ 07503



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

GRADE CONSTRUCTION

Ralph Diaco

From: CClass@treas.state.nj.us
Sent: Wednesday, October 21, 2020 8:05 AM
To: Ralph Diaco
Subject: Notice of Classification
Attachments: ATT00001.bin; ATT00002.bin

[EXTERNAL EMAIL]

DIACO CONTRACTING, INC. T/A GRADE CONSTRUCTION
110 PENNSYLVANIA AVE
PATERSON, NJ 07503

State of New Jersey



DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

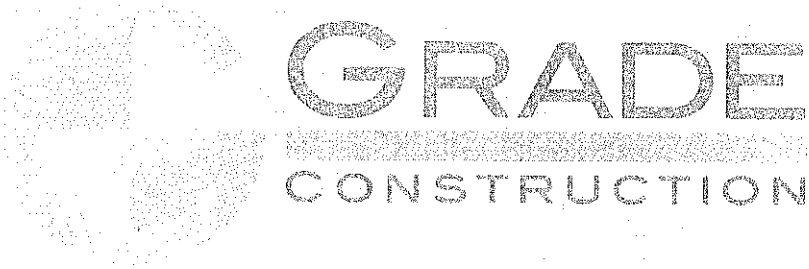
GRADE

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C061 -ATHLETIC FIELDS/SYNTHETIC TURF C060 -ATHLETIC FIELDS/TRACKS/COURTS C083 -BULKHEAD AND DOCKS C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK C021 -DEMOLITION C085 -DREDGING C008 -GENERAL CONSTRUCTION C025 -PRE-CAST CONCRETE C059 -ROAD CONSTRUCTION & PAVING C056 -SEWER PIPING & STORM DRAINS C054 -SITE WORK C058 -UNDERGROUND WATER & UTILITIES	10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020	10/19/2022

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.





CONTRACTOR NOTICE OF PREQUALIFICATION

for
Diaco Contracting, Inc. dba Grade Construction
110 Pennsylvania Avenue
Paterson, NJ 07503

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: November 5, 2020
Expiration Date: October 19, 2022

Aggregate Limit: \$15 Million

Table with 3 columns and 40 rows of construction categories and their prequalification status (checkboxes and stars).

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx



State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Li. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

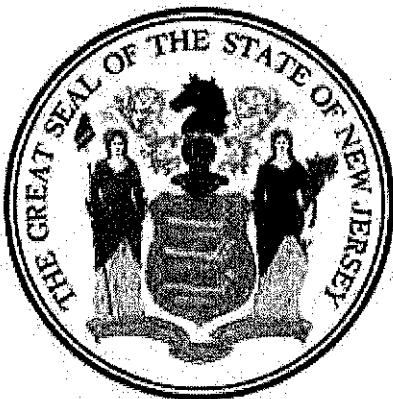
APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges DIACO CONTRACTING INC as a Category approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki
Deputy Director

Issued: 10/7/2020
Certification Number: A0125-22

Expiration: 10/7/2023

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: DIACO CONTRACTING INC
Business Id: 0100896831
Certificate Number: 6000019908

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERTIFICATE ON January 27, 2003 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
July 22, 2013 A.D.



Andrew P. Sidamon-Eristoff
State Treasurer

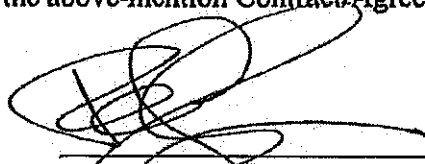
VERIFY THIS CERTIFICATE ONLINE AT

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, the President and Secretary of this corporation be and they are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instruments and papers and perform such acts as may be legally, properly and reasonably required or necessary.

I, Raffaele (Ralph) Diaco, hold all officers' positions of Diaco Contracting, Inc. DBA Grade Construction, A Corporation of the State of New Jersey, CERTIFY that the foregoing is a true copy of a Resolution as it appears in the records of the Corporation and as was duly and legally adopted at a meeting of the Corporation called for that purpose and held on September 21, 2011, pursuant to and in accordance with the Certificate of Incorporation thereof; and it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof; that the actions authorized by said Resolution are not contrary to the terms of the Certificate of Incorporation. There are no By-Laws governing this corporation and I make this Resolution for purposes of certifying authority to sign all documents associated with the above-mention Contract/Agreement.



Ralph Diaco, President/Secretary

Dated: 9/21/2011

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Diaco Contracting Inc.

2 Business name/disregarded entity name, if different from above
dba Grade Construction

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
110 Pennsylvania Avenue

6 City, state, and ZIP code
Paterson, NJ 07503

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									
0	3	-	0	5	0	2	8	5	7

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **7/27/18**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

GRADE CONSTRUCTION

Client References:

LHN Owner/ Fisher Development- Christine Rothermel crothermel@fisherdevelopment.net 908-310-0222

Royal Caribbean/ Port Authority of NY & NJ/ Fitzpatrick & Associates Mike Fitzpatrick 732-542-9097x238

County of Hunterdon- Ed Kopp 71 Main St Admin Bld #1, 1st FL Flemington NJ Ekopp@co.hunterdon.nj.us
908-788-1227

City of Elizabeth/ Army Corps Dan Loomis Dloomis@elizabethnj.org 908-820-4269

SHG Group- John Driesse 1- Sterling Blvd Suite 401 Englewood NJ jd@shg.us.com 973-769-9081

County of Passaic Nordan Murphy Admin Bldg Room 214 401 Grand St Paterson NJ 973-881-4466

Neglia Engineering Associates- David Atkinson 1119 Raritan Road, Suite 2 Clark, NJ 07066
datkinson@negliaengineering.com 201-953-4409

GRADE CONSTRUCTION

Trade References:

County Concrete
50 Railroad Avenue PO Box F
Kenvil, NJ 07847
Contact: Kim Schenck
Email: Kschenck@countyconcretenj.com
Phone: (973) 598-8273

Sparta Redi-Mix
33 Demarest Ave
Sparta, NJ 07871
Contact: Frank Hunkele
Email: FHunkele@spartaredimix.com
Phone # 973-897-4575

Peerless Concrete
246 Main Street
Butler, NJ
Contact: Phil Monaco
Email: Phil@peerlessconcrete.com
Phone # 973-838-3060
Fax # 973-838-3385

GRADE CONSTRUCTION

Insurance/Bonding/Bank References:

Insurance:

USI Insurance Services
33 Westchester Ave, Suite 102
White Plains, NY 10604
Melanie Hardja

914-459-6251
Melanie Hardja <Melanie.Hardja@usi.com>

Bonding:

USI Insurance Services
33 Westchester Ave, Suite 102
White Plains, NY 10604
Ben Tockarszewsky

917-282-9084
Ben.Tockarszewsky@usi.com

Bank:

Provident Bank
250 Madison Ave
Morristown NJ 07960
973-644-5418
Dawn Scocco
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GRADE CONSTRUCTION

Engineers/Architects References:

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LZA Land Development

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Neglia Engineering

Dave Atksion

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[Datkinson @negliaengineering.com](mailto:Datkinson@negliaengineering.com)

GRADE CONSTRUCTION

CERTIFICATE OF EQUIPMENT

QTY	DESCRIPTION AND CAPACITY	YEAR	CONDITION	LOCATION
1+	Komatsu PC400 Excavator	2004	New/Used	Yard & Various Locations
1+	Komatsu PC228 Excavator	2006+	New/Used	Yard & Various Locations
1+	Komatsu PC55Excavator	2017	New/Used	Yard & Various Locations
1+	Komatsu WA320 Loader	2011	New/Used	Yard & Various Locations
1+	Komatsu PC138 Excavator	2012+	New/Used	Yard & Various Locations
1+	Komatsu D51PX Dozer	2013+	New/Used	Yard & Various Locations
1+	Topcon 3DMC2 GPS/Surveying Instruments	2013+	New/Used	Yard & Various Locations
1+	Komatsu WA380 Loader	2015	New/Used	Yard & Various Locations
	Caterpillar 420DIT Backhoes	2010+	New/Used	Yard & Various Locations
	*More Equipment Available Upon Request			