

**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 N.J.S.A. 40A:11-21	scad
√ A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	scad
√ A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)	scad
√ A listing of subcontractors as required by N.J.S.A. 40A:11-16	scad
√ If applicable, bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	scad

**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	scad
√ Plant and Equipment Questionnaire/Certificate of Equipment of General Contractor showing that the General Contractor owns, leases or controls any necessary equipment	scad
√ Public Works Contractor Registration Certificates for General Contractor and all Subcontractors listed pursuant to N.J.S.A. 40A:11-16	scad
√ Bid Proposal and Schedule of Bids Form	scad
√ Project Labor Agreement – Letter of Assent	scad

**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 N.J.S.A. 40A:11-16	na
√ Plant and Equipment Questionnaire/Certificate of Equipment of Subcontractors listed pursuant to N.J.S.A 40A:11-16 showing that the Subcontractors own, lease or control any necessary equipment	na
√ Consent of Surety as to a Performance Bond	scad

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

√	Consent of Surety as to a Labor and Material Payment Bond	<i>Seal</i>
N/A	Statement of compliance with N.J.S.A. 45:14C-2(h) (licensed master plumber)	<i>na</i>
√	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.	<i>Seal</i>

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

**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	<i>Seal</i>
2	INITIAL MANNING REPORT (JCAA-1)	AFTER NOTIFICATION OF AWARD BUT PRIOR TO SIGNING OF CONSTRUCTION CONTRACT	FORFEITURE OF BID SECURITY	<i>na</i>
3	MONTHLY PROJECT WORKFORCE REPORT	EVERY SEVENTH (7 <sup>TH</sup> ) OF THE MONTH THEREAFTER FOR THE DURATION OF CONTRACT	DEFAULT OF CONTRACT	<i>na</i>
4	INSURANCE CERTIFICATES	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY	<i>Seal</i>
5	PERFORMANCE AND PAYMENT BOND	PRIOR TO EXECUTION OF CONTRACT BY THE CITY	FORFEITURE OF BID SECURITY	<i>na</i>
6	EXECUTION OF CONTRACT AGREEMENT	WITHIN TEN (10) DAYS OF CITY NOTICE OF CONTRACT AWARD	FORFEITURE OF BID SECURITY	<i>na</i>
7	CONSTRUCTION PERMITS	PRIOR TO START OF CONSTRUCTION (WHERE REQUIRED)	DEFAULT OF CONTRACT	<i>na</i>
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	<i>na</i>
9	MATERIAL CERTIFICATIONS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT	<i>na</i>
10	SHOP DRAWINGS	PRIOR TO INCORPORATION IN PROJECT	REMOVAL OF UNAPPROVED MATERIALS OR DEFAULT OF CONTRACT	<i>na</i>
11	PRECONSTRUCTION PHOTOGRAPHS	PRIOR TO COMMENCEMENT OF WORK OR STOCKPILING OF MATERIALS (WHERE REQUIRED)	DEFAULT OF CONTRACT	<i>na</i>
12	NOTIFICATION TO PUBLIC UTILITIES	PRIOR TO COMMENCEMENT OF WORK	DEFAULT OF CONTRACT	<i>na</i>
13	COMMENCEMENT OF WORK RECEIPT EXECUTED	WITHIN TEN (10) DAYS OF CONTRACT OR AS STATED IN "NOTICE TO PROCEED"	DEFAULT OF CONTRACT	<i>na</i>

14	CLAIMS FOR EXTRA COST	WITHIN FORTY-EIGHT (48) HOURS OF INSTRUCTIONS FROM ENGINEER	DENIAL OF CLAIM	na
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	na
16	REQUEST FOR ADDITIONAL TIME	WITHIN TEN (10) DAYS OF BEGINNING OF DELAY	DENIAL OF REQUEST, LIQUIDATED DAMAGES	na

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

Name of Bidder: Persistent Construction, Inc.

By Authorized Representative:

Signature:

Print Name and Title: Anthony Grano

Date: February 25, 2021

## 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 10% of the amount bid not to exceed \$20,000 (\$ 20,000.00 )

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 X \_\_\_\_\_

of State of New Jersey \_\_\_\_\_ having principal offices at  
58 Industrial Avenue, Fairview, NJ 07022 \_\_\_\_\_



On Your Side®

# Nationwide Mutual Insurance Company

Home Office:

Columbus, Ohio

Surety Administrative Office:

7 World Trade Center, 37<sup>th</sup> Floor

250 Greenwich Street

New York, NY 10007-0033

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That Persistent Construction, Inc 58 Industrial Avenue Fairview, NJ 07022 (hereinafter called the Principal) as Principal, and the Nationwide Mutual Insurance Company, a corporation created and existing under the laws of the State of Ohio, as Surety, are held and firmly bound unto Jersey City Redevelopment Agency, 66 York Street, Jersey City NJ (hereinafter called the Oblige) in the full and just sum of

ten percent of the bid amount not to exceed twenty thousand Dollars (\$ 20,000.00), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 23rd day of February A.D. 2021.

**THE CONDITION OF THIS OBLIGATION IS SUCH,** That, if the Oblige shall make any award within sixty (60) days to the Principal for Bayfront 1 Redevelopment Phase 1A, Surcharge Program according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

\_\_\_\_\_  
(If Individual or Firm)

Persistent Construction, Inc

Principal's Name

Attest:

[Signature]  
(If Corporation)

[Signature]

(Principal's Signature)

(Seal)

Nationwide Mutual Insurance Company

(Surety)

By: [Signature]

Bryan A. Hyland

Attorney-in-Fact

CONSENT OF SURETY

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

hand paid by the Nationwide Mutual Insurance Company 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

23rd day of February 2021

ATTEST:

Michael K Cronin  
Michael Cronin

BY

Nationwide Mutual Insurance Company  
[Signature] (SEAL)  
Surety

ATTEST:

John Lawrence  
John Lawrence

BY

Bryan A. Hyland Attorney In Fact  
Title





On Your Side®

# Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio  
Surety Administrative Office:  
7 World Trade Center, 37<sup>th</sup> Floor  
250 Greenwich Street  
New York, NY 10007-0033

1-888-800-0147 • Fax (480) 905-5454

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION

**Nationwide Mutual Insurance Company**, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount as of December 31, 2018, which amounts have been certified as indicated by certified public accountants KPMG, and will be included in the Annual Statement to be filed with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

**Capital (common Stock): \$0**

**Surplus: \$12,058,873,857**

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

**Nationwide Mutual Insurance Company \$1,145,963,000**

**July 1, 2019**

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

**Not Applicable**

(4) The amount of the bond to which this statement and certification is attached is **total amount bid**

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

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

Reinsure	Address	Amount
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**Not Applicable**

(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, **Bryan A. Hyland**, as **Attorney-in-Fact** of Nationwide Mutual Insurance Company, a mutual insurance company domiciled in Ohio, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

(Signature of certifying agent/officer)

**Bryan A. Hyland**

(Printed name of certifying agent/officer)

**Attorney-in-Fact**  
(Title of certifying agent)

Dated: **February 23rd 2021**  
(month, day, year)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BRYAN A HYLAND; JOHN R LAWRENCE; ROBERT J CASAZZA;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Delio]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 27th day of February, 2019.

[Handwritten signature of Laura B. Guy]

[Handwritten signature of Laura B. Guy]
Assistant Secretary

**NATIONWIDE MUTUAL INSURANCE COMPANY  
AND SUBSIDIARIES AND AFFILIATES**

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

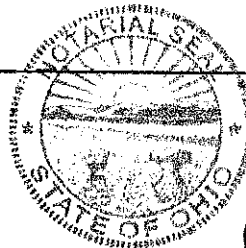
(in millions)	December 31,	
	2018	2017
<b>Admitted assets</b>		
<b>Invested assets</b>		
Bonds	\$ 18,042	\$ 19,637
Stocks	7,028	6,999
Mortgage loans, net of allowance	2,044	1,606
Owner occupied real estate, at cost (less accumulated depreciation of \$456 in 2018 and \$442 in 2017)	528	541
Cash, cash equivalents and short-term investments	519	585
Corporate-owned life insurance	-	1,401
Other invested assets	4,417	4,139
<b>Total invested assets</b>	<b>\$ 32,578</b>	<b>\$ 34,908</b>
Premiums in course of collection	4,011	4,187
Accrued investment income	159	183
Corporate-owned life insurance	1,388	-
Deferred federal income tax asset	1,729	1,518
Other assets	1,087	1,160
<b>Total admitted assets</b>	<b>\$ 40,952</b>	<b>\$ 41,956</b>
<b>Liabilities and surplus</b>		
<b>Liabilities</b>		
Losses and loss expense reserves	\$ 14,770	\$ 15,264
Unearned premiums	7,492	7,728
Accrued expenses and taxes, other than federal income taxes	657	670
Agents' security compensation plan reserve	1,142	1,162
Other liabilities	2,417	2,395
<b>Total liabilities</b>	<b>\$ 26,478</b>	<b>\$ 27,219</b>
<b>Surplus</b>		
Surplus notes, net of unamortized issue discount of \$7 in 2018 and 2017	\$ 2,193	\$ 2,193
Unassigned surplus	12,281	12,544
<b>Total surplus</b>	<b>\$ 14,474</b>	<b>\$ 14,737</b>
<b>Total liabilities and surplus</b>	<b>\$ 40,952</b>	<b>\$ 41,956</b>

**Certification**

I, Teresa J. Potts, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2018 and 2017 to the best of my knowledge and belief.

*Teresa J. Potts*

Teresa J. Potts



CHRISTINE O'BRIEN  
Notary Public, State of Ohio  
My Commission Expires 12-22-2020

*Christine O'Brien*  
4-23-2019



State of New Jersey  
DEPARTMENT OF BANKING AND INSURANCE

**CERTIFICATE OF AUTHORITY**

DATE: APRIL 16, 2018

NAIC COMPANY CODE: 23787

THIS IS TO CERTIFY THAT THE **NATIONWIDE MUTUAL INSURANCE COMPANY OF COLUMBUS, OHIO**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF **MAY, 2021** THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 10 - AIRCRAFT PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 18 - LIVESTOCK
- 19 - SMOKE OR SMUDGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 21 - RADIOACTIVE COMTAMINATION
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE
- 26 - ACCIDENT AND HEALTH



**MARLENE CARIDE**  
**ACTING COMMISSIONER**

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF Bergen

ss:

I, Anthony Grano residing in Wyckoff  
(name of affiant) (name of municipality)

in the County of Bergen 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 Persistent Construction, Inc.  
(title or position) (name of firm)

Persistent Construction, Inc. 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.

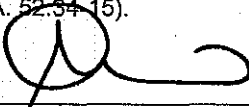
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

Persistent Construction, Inc. (N.J.S.A. 52:54-15).  
(name of contractor)

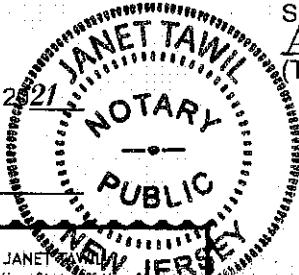
Subscribed and sworn to

before me this 25th day

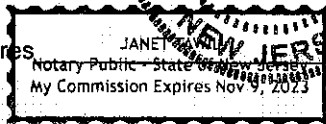
of February, 2021

  
Signature  
Anthony Grano/President  
(Type or print name of affiant under signature)

Janet Tawil  
Notary Public of



My commission expires



STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF Bergen, ss

I, Anthony Grano of the City/ Town of Wyckoff

in the County of Bergen 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 President

an officer of the firm of Persistent Construction, Inc.

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.

Persistent Construction, Inc.

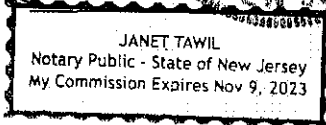
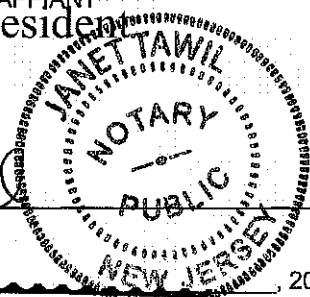
NAME OF CONTRACTOR  
[Signature]

NAME AND TITLE OF AFFIANT  
Anthony Grano/President

Subscribed and sworn  
Before me this 25th day  
of February 2021

Janet Tawil  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_



INDEMNITY AND HOLD HARMLESS AGREEMENT

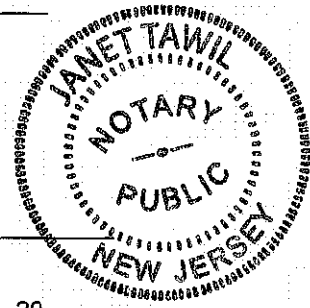
Persistent Construction, Inc. (Contractor, Individual, Group) agrees to indemnify and hold harmless the Jersey City Redevelopment Agency, and/or the Hudson Counties Municipal Joint Insurance Fund, and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable 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 Persistent Construction, Inc. (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.

Persistent Construction, Inc.  
CONTRACTOR, INDIVIDUAL, GROUP

February 25, 2021  
DATE

Subscribed and sworn  
Before me this 25th day  
of February 2021

Janet Tawil  
Notary Public



My commission expires 

JANET TAWIL Notary Public - State of New Jersey My Commission Expires Nov 9, 2023
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**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: Persistent Construction, Inc.

Organization Address: 58 Industrial Avenue, Fairview, NJ 07022

**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
Anthony Grano      50%	178 Cottage Road, Wyckoff, NJ 07484
Frank Ralph Grano 50%	316 Raymond St, Hasbrouck Hgts, NJ 07064



**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.

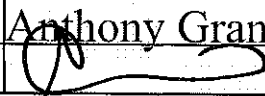
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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):	Anthony Grano	Title:	President
Signature:		Date:	February 25, 2021

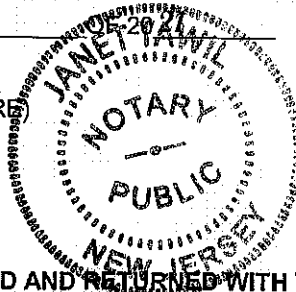
SIGNATURE: 

TITLE: Anthony Grano/President s

SUBSCRIBED AND SWORN TO  
BEFORE ME THIS DAY 25th Day of February

  
(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES 2023  
JANET TAWIL  
Notary Public - State of New Jersey  
My Commission Expires Nov 9, 2023



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

CERTIFICATE OF EXPERIENCE

Anthony Grano \_\_\_\_\_ hereby certify that  
(Name)

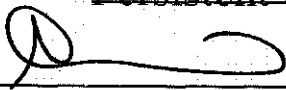
Persistent Construction, Inc. \_\_\_\_\_ have performed the following  
(Name of Bidder)

work within the last five (5) years

Year	Type of Work	Contract Amount	Name and Address of Owner
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See attached listing

Name of Bidder: Persistent Construction, Inc. \_\_\_\_\_

By:  \_\_\_\_\_  
(Signature)

Name of above: Anthony Grano \_\_\_\_\_  
(Print)

Title: President \_\_\_\_\_

Date: February 25, 2021 \_\_\_\_\_

Project	Owner/ General Contractor	Location	Adjusted Contract Value	Billed & Completed	Balance to Completion	Estimated Completion Date	Contracts on Hand	
							Persistent Construction, Inc.	As of 11/30/2020
100 Hoboken Ave	BNE Milenium Homes	Jersey City, NJ	\$ 995,382	\$ 962,197	\$ 33,185	12/31/2020		
Van Leer North	BNE Milenium Homes	Jersey City, NJ	\$ 2,369,355	\$ 2,290,817	\$ 78,537	12/31/2020		
Macaluso Phase 3	Deltona LLC	Hawthorne, NJ	\$ 517,446	\$ 502,021	\$ 15,425	12/31/2020		
Par/Troy Transfer Station	Morris County Municipal Utilities Authority	Parsippany/Troy Hills, NJ	\$ 1,978,828	\$ 1,799,025	\$ 179,803	12/31/2020		
WaWa North Bergen	Tonnelle North Bergen LLC	North Bergen, NJ	\$ 2,427,179	\$ 2,309,389	\$ 117,790	2/28/2021		
Bayonne Veterans Park	City of Bayonne	Bayonne, NJ	\$ 984,414	\$ 393,310	\$ 591,104	6/30/2021		
The Opus	Sordoni Construction	North Arlington, NJ	\$ 467,000	\$ 349,427	\$ 117,573	1/31/2021		
Target @ The Wave	Tenth Street Construction	Jersey City, NJ	\$ 878,343	\$ 803,356	\$ 74,987	1/31/2021		
Secaucus MUA 2020-2021	Secaucus Municipal Utilities Authority	Secaucus, NJ	\$ 990,012	\$ 60,778	\$ 929,234	12/31/2021		
Fairfield Apartments	BNE Milenium Homes	Fairfield, NJ	\$ 2,600,000	\$ 1,313,883	\$ 1,286,117	3/31/2021		
Newark Ave Pedestrian Plaza	Jersey City Municipal Utilities Authority	Jersey City, NJ	\$ 804,405	\$ 345,262	\$ 459,143	4/30/2021		
2018 Meadowlands Parkway Rehab	Reggio Construction	Secaucus, NJ	\$ 259,799	\$ 207,290	\$ 52,509	12/31/2020		
Plaza at Woodbridge	Sordoni Construction	Woodbridge, NJ	\$ 481,572	\$ 479,642	\$ 1,930	12/31/2020		
The Wave Sitework	Tenth Street Construction	Jersey City, NJ	\$ 2,895,424	\$ 1,321,422	\$ 1,574,002	6/30/2021		
JCMUA Monmouth Ave	Jersey City Municipal Utilities Autho	Jersey City, NJ	\$ 859,876	\$ 583,504	\$ 276,372	1/31/2021		
NJ DOT Snow 20-23	NJ DOT	Multiple locations	\$ -	\$ -	\$ -	12/31/2020		

**Persistent Construction, Inc.**

**Contracts on Hand**

As of 11/30/2020

<b>Project</b>	<b>Owner/ General Contractor</b>	<b>Location</b>	<b>Adjusted Contact Value</b>	<b>Billed &amp; Completed</b>	<b>Balance to Completion</b>	<b>Estimated Completion Date</b>
Jersey City Parklets	City of Jersey City	Jersey City, NJ	\$ 40,000	\$ 24,000	\$ 16,000	10/31/2020
JCMUA Emergency Pump Station	Jersey City Municipal Utilities Autho	Jersey City, NJ	\$ 10,800,000	\$ -	\$ 10,800,000	10/31/2020
Controlled Emergency	Controlled Services	Multiple Locations	\$ -	\$ -	\$ -	6/30/2021
Newport Emergency Repair	NADC Realty Group	Jersey City, NJ	\$ 10,000	\$ -	\$ 10,000	12/31/2020
413 Summit Ave, Jersey City	Noble Construction Group	Jersey City, NJ	\$ 700,000	\$ -	\$ 700,000	8/31/2021
Pier 199 Hardscape	NADC Realty Group	Jersey City, NJ	\$ 1,100,000	\$ -	\$ 1,100,000	6/30/2021
			<b>\$ 32,159,034</b>		<b>\$ 18,413,711</b>	

**PERSISTENT CONSTRUCTION INC. - PROJECT LIST**

NAME OF OWNER COMPLETE ADDRESS	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED			CONTRACT PRICE	DATE COMPLETED	CONTACT FOR OWNER PHONE #S & E-MAIL ADDRESS
Secaucus Municipal Utilities Authority 1100 Koelle Boulevard, Secaucus, NJ 07094	Construction of Miscellaneous & Emergency Sewer work Contract 2020-2021, Secaucus			\$ 990,012	2021	Brian Bigler 201-330-2089 bbigler@secaucus.net
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	The Wave, Jersey City - Site Work			\$ 4,345,493	2021	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Jersey City Municipal Utilities Authority 555 Route 440 City, NJ 07305	Emergency Sewer Rehab at West Side Avenue & Union Street, Jersey City			\$ 236,808	2020	Anthony Cunha 201-432-0974 Acunha@jcnj.org
City of Bayonne 630 Avenue C Bayonne, NJ 07002	Newark Bay Waterfront Access Project @ Veterans Park			\$ 993,094	2020	Nicholas DeCoitis, PE 732-588-2999
Deltona, LLC 9 Zerman Place Weehawkin, NJ 07086	Macaluso Restaurant Phase 3, Hawthorne - Site work, parking garage foundation excavation & concrete, retaining wall & screen wall.			\$ 564,960	2020	Jerry Dello Stritto 201-628-1111
Tonnelle 74th LLC 329 South Main Street, Suite B Doylestown, PA 18901	WaWa CFA North Bergen - Site work.			\$ 1,583,737	2020	Jason Lang 215-230-8080 jason@verrichiacompany.com
State of NJ - Department of Transportation P.O. Box 600 Trenton, NJ 08625	NJ DOT Snow Removal Contract 2019-2020			OPEN	2020	Joseph DeVita Jr 201-832-1469 joseph.devitajr@dot.nj.gov
Eastern Concrete Materials 250 Pehle Avenue, Plaza One, Suite 503 Saddle Brook, NJ 07663	Central Plant Excavation, Foundation & Site Work, Various locations 2019-2020 - Site work including excavation, concrete & structural repairs.			OPEN	2020	Jeff Apolito 201-797-7979 japolito@us-concrete.com
Claremont Construction Group Route 202, NJ 07931	49 Somerset Brownstone, Newark - Earthwork & Site Utilities. Farhills,			\$ 584,447	2020	Tom DiLorenzo tom@clarecon.com
Morris County Municipal Utilities Authority (MCMUA) 214A Center Grove Road, Randolph, NJ 07868	Par/Troy Transfer Station Reconstruction, Parsippany Troy Hills			\$ 1,649,199	2020	James E. Deacon 973-285-8391 jdeacon@co.morris.nj.us
BNE Real Estate Group 16 Microlab Road, Suite A, Livingston, NJ 07039	Van Leer North, Jersey City - Construction of storm & sanitary systems, water main, & distribution system, curb, sidewalks & resurfacing.			\$ 1,975,000	2020	Aytan Gabai 973-650-1383 agabai@bnerealestate.com
Sordoni Construction - 1 Pluckemin Way, 1st Floor, Bedminster, NJ 07921	The Opus, North Arlington			\$ 412,000	2020	Chris Goncalveso 908-879-1130 christopher.goncalves@sordonicnstruction.com

NAME OF OWNER COMPLETE ADDRESS	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED			CONTRACT PRICE	DATE COMPLETED	CONTACT FOR OWNER PHONE #S & E-MAIL ADDRESS
BNE Real Estate Group 16 Microlab Road, Suite A, Livingston, NJ 07039	100 Hoboken Ave, Jersey City- Construction of storm & sanitary systems, water main, & distribution system, curb, sidewalks & resurfacing.			\$ 975,000	2020	Ayfan Gabai 973-650-1383 agabai@bnerealestate.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	Ellipse Pier 199B, Jersey City - South stabilization and roadway.			\$ 3,107,518	2020	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Morris Doremus Avenue Associates Urban Renewal LLC 350 Veterans Boulevard Rutherford, NJ 07070	Morris Doremus Avenue Redevelopment Project, Hoboken , NJ- Fill Handling, placement, compaction and grading.			\$ 3,551,410	2020	Douglas Birknire 631-269-8800
City of Jersey City Engineering Department 13 Linden Avenue Jersey City, NJ 07305	Speed Humps, Jersey City - Furnish & install asphalt speed humps, signage & striping.			\$ 1,603,584	2020	Angel Alvarado 201-547-4470 angel@jcnj.org
BNE Real Estate Group 16 Microlab Road, Suite A, Livingston, NJ 07039	1500 Teaneck Road - Construction of storm & sanitary systems, water main, & distribution system, curb, sidewalks & resurfacing, underground electric & telecom.			\$ 1,924,497	2020	James Puleo 973-992-2448 jpuleo@bnerealestate.com
Plaza Construction LLC 1065 Avenue of the Americas New York, NY 10018	2 Shore Lane - Site, utilities, excavation & site work.			\$ 2,108,102	2020	Michael Rodriguez 212-849-4772 msrodriguez@plazaconstruction.com
Plaza Construction LLC 1065 Avenue of the Americas New York, NY 10018	75 Park Lane Residential Condo Project - Site work.			\$ 2,384,546	2020	Michael Rodriguez 212-849-4772 msrodriguez@plazaconstruction.com
County of Bergen - Engineering Department One Bergen County Plaza Hackensack, NJ 07601	Closter & Harrington Park Bridge Replacement			\$ 2,192,835	2020	Joseph Femia 201-336-6966
Sordoni Construction - 1 Pluckemin Way, 1st Floor, Bedminster, NJ 07921	Hamilton Commons - Mass excavation, foundation excavation & backfill & site utilities.			\$ 1,861,922	2020	Marilyn Pichardo 908-879-1130 marilyn.pichardo@sordonicstruction.com
Control Services 84 Harbor Drive Jersey City, NJ 07305	170 Avenue F, Bayonne Emergency Sewer Repair				2019	Joseph Bolowski jbolowski@controldemo.net
Township of Teaneck 818 Teaneck Road NJ 07666	Township of Teaneck Emergency Repair			\$ 31,816	2019	Travon Romeo 201-837-1600 tromeo@teanecknj.gov
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	NAD Elk System Repair			\$ 16,270	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com

NAME OF OWNER COMPLETE ADDRESS	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED			CONTRACT PRICE	DATE COMPLETED	CONTACT FOR OWNER PHONE #S & E-MAIL ADDRESS
Control Services 84 Harbor Drive Jersey City, NJ 07305	51 Port Terminal Boulevard Grading			\$ 99,848	2019	Joseph Bolowski jbolowski@controldemo.net
Secaucus Municipal Utilities Authority 1100 Koelle Boulevard, Secaucus, NJ 07094	Replacement of Bypass Pump Hatch Civil Work			\$ 85,345	2019	Brian Bigler 201-330-2089 bbigler@secaucus.net
Blondie's Treehouse 431 Fayette Avenue Mamaroneck, NY 10543	75 PLS Hardscape			\$ 37,948	2019	Reid Pollack 646-828-2665 reid@blondiestreehouse.com
Control Services 84 Harbor Drive Jersey City, NJ 07305	MOTBY Water Main Repairs			\$ 99,848	2019	Joseph Bolowski jbolowski@controldemo.net
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	NOC VII Waterline Installation, Jersey City - Installation of waterline.			\$ 138,894	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Secaucus Municipal Utilities Authority 1100 Koelle Boulevard, Secaucus, NJ 07094	Emergency & Maintenance Utility Contract 2018-2019			\$ 580,351	2019	Brian Bigler 201-330-2089 bbigler@secaucus.net
Monroe Center Hoboken, LLC 1422 Grand Street, Suite B Hoboken, NJ 07030	Monroe Center Redevelopment Project Phase 2- Environmental soil remediation.			\$ 552,261	2019	Gregg Woodruff 973-560-4498 gwoodruff@langan.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	NOC VII Waterline Walkway Repair, Jersey City - Excavation and replacement of walkway.			\$ 579,322	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	NOC VII Waterline Excavation, Jersey City - Excavation and replacement of waterline.			\$ 377,575	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	Revetment Bridge, Jersey City - Demolition and replacement of existing bridge.			\$ 938,997	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Floor, Jersey City, NJ 07310	NEQ Grading and Site Work			\$ 1,398,935	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	Marina Pier Reconstruction and Waterfront Walkway Repairs			\$ 1,635,029	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com



NAME OF OWNER COMPLETE ADDRESS	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED			CONTRACT PRICE	DATE COMPLETED	CONTACT FOR OWNER PHONE #S & E-MAIL ADDRESS
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	Revetment House, Jersey City - Subsurface concrete excavation, subgrade. asphalt paving, sitework, & soil removal.			\$ 2,580,870	2019	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
BNE Real Estate Group 16 Microlab Road, Suite A, Livingston, NJ 07039	Van Leer South, Jersey City - Construction of storm & sanitary systems, water main, & distribution system, curb, sidewalks & resurfacing.			\$ 4,452,561	2019	James Puleo 973-992-2448 jpuleo@bnerealestate.com
County of Passaic - Engineering Department 495 River Street Paterson, NJ 07524	Replacement of Saw Mill Road Culvert & Rehabilitation of Squaw Brook Road Culvert, North Haledon			\$ 1,246,898	2018	Michael Marinello 973-881-4456 michaelm@passaiccountynj.org
Deltona, LLC 9 Zerman Place Weehawkin, NJ 07086	Macaluso Restaurant & Parking Lot, Hawthorne - Site work, parking garage foundation excavation & concrete, retaining wall & screen wall.			\$ 2,127,632	2018	Jerry Dello Stritto 201-628-1111
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	Ellipse, Jersey City - Site work.			\$ 1,815,963	2018	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
BNE Real Estate Group 16 Microlab Road, Suite A, Livingston, NJ 07039	Lincoln School & Firehouse, Englewood - Construction of storm & sanitary systems, water main, & distribution system, curb, sidewalks & resurfacing.			\$ 1,058,579	2018	James Puleo 973-992-2448 jpuleo@bnerealestate.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Floor, Jersey City, NJ 07310	Embankment H Screen Crushed Concrete, Jersey City - Storm & sanitary systems, concrete curbs & sidewalk, mass excavation, subgrade & asphalt paving, foundation excavation & concrete.			\$ 2,873,472	2018	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Borough of Ho-Ho-Kus 333 Warren Avenue Ho-Ho-Kus, NJ 07423	Saddle Brook Bridge Deck Replacement			\$ 205,330	2017	Dave Males 201-652-4400 malesd@ho-ho-kusboro.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Floor, Jersey City, NJ 07310	6th Street Pier Repair & Soil Removal - Excavation & concrete repair.			\$ 158,018	2017	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Floor, Jersey City, NJ 07310	Elk Trucking Underground, Jersey City - Storm & sanitary systems, concrete curbs & sidewalk, mass excavation, subgrade & asphalt paving, foundation excavation & concrete.			\$ 1,738,765	2017	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
China Overseas America 99 Hudson Street Jersey City, NJ 07310	99 Hudson Street - Underground Site & Utilities Work			\$ 554,932	2017	Michael Rodriguez 212-849-4772 msrodriguez@plazaconstruction.com
Monroe Center Hoboken, LLC 1422 Grand Street, Suite B Hoboken, NJ 07030	Monroe Center Redevelopment Project - Environmental soil remediation.			\$ 3,465,037	2017	Gregg Woodruff 973-560-4498 gwoodruff@langan.com

NAME OF OWNER COMPLETE ADDRESS	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED			CONTRACT PRICE	DATE COMPLETED	CONTACT FOR OWNER PHONE #S & E-MAIL ADDRESS
Sordoni Construction - 1 Pluckemin Way, 1st Floor, Bedminster, NJ 07921	Port Imperial, West New York - Mass excavation, foundation excavation & backfill & site utilities.			\$ 2,013,512	2017	Marilyn Pichardo 908-879-1130 marilyn.pichardo@sordonicstruction.com
City of Jersey City Engineering Department 13 Linden Avenue Jersey City, NJ 07305	Speed Humps, Jersey City - Furnish & install asphalt speed humps, signage & striping.			\$ 454,053	2015-2017	Jaoo D'Souza 201-547-4470 joao@jcnj.org
Eastern Concrete Materials 250 Pehle Avenue, Plaza One, Suite 503 Saddle Brook, NJ 07663	Central Plant Excavation, Foundation & Site Work, Various locations - Site work including excavation, concrete & structural repairs.			\$ 1,633,163	2010-2017	Jeff Apolito 201-797-7979 japolito@us-concrete.com
Secaucus MUA 1100 Koelle Boulevard, Secaucus, NJ 07094	Emergency & Maintenance Utility Contract 1998-2013, 2015-2016			\$ 745,128	1998-2017	Brian Bigler 201-330-2089 bbigler@secaucus.net
The Martin Group, LLC 96 Frenau Avenue, Matawan, NJ 07747	Greenhouse Phase 2, Orangeburg, NY - Excavate & install electrical duct bank.			\$ 330,195	2016	Michael Relton 732-441-0006 mrelton@martingroupservices.com
City of Jersey City Engineering Department 13 Linden Avenue Jersey City, NJ 07305	Snow Plowing Contract , Jersey City - Snow plowing & snow removal.			\$ 632,975	2016	Jaoo D'Souza 201-547-4470 joao@jcnj.org
Lefrak Organization- Newport Infrastructure Corporation 111 Townsquare Place, 15th Fl. Jersey City, NJ 07310	Ellipse, Jersey City - Storm & sanitary systems, concrete curbs & sidewalk, mass excavation, subgrade & asphalt paving, foundation excavation & concrete.			\$ 1,665,956	2016	Melissa Barron 201-626-4256 Mbarron@newportconstructionnj.com
BNE Real Estate Group 16 Microlab Road, Suite A, Livingston, NJ 07039	Green @ Bloomfield - Construction of storm & sanitary systems, water main, & distribution system, curb, sidewalks & resurfacing, underground electric & telecom.			\$ 1,671,848	2016	James Puleo 973-992-2448 jpuleo@bnerealestate.com
White Diamonds LLC 105 Marshall Street Hoboken, NJ 07022	Cast Iron Lofts, Jersey City - Site work.			\$ 1,337,247	2016	Charles Vertolomo 201-795-0555 cvertolomo@manhbc.com
Prestige Building Company 3 East Stow Road, Suite 200, Marlton, NJ 08053	Catherine Todd Building Additions, Jersey City - Site Work & Structural Concrete			\$ 1,368,617	2014-2016	Gregg DiFabio 856-256-6640 gdfabio@themichaelsorg.com
City Living by Toll Brothers 1000 Maxwell Lane, Hoboken, NJ 07030	Hudson Tea Building E, Hoboken - Foundation, excavation, & backfill for new foundation.			\$ 1,536,000	2015	Joseph Mauriello 201-217-6626 jmauriello@tollbrothersinc.com
City Living by Toll Brothers 1000 Maxwell Lane Hoboken, NJ 07030	Hudson Street Road & Utility Work, Hoboken - Construction of storm & sanitary systems, water main, & distribution system, curb, sidewalks & resurfacing, underground electric & telecom.			\$ 674,051	2015	Joseph Mauriello 201-217-6626 jmauriello@tollbrothersinc.com


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
<u>See attached list</u>			

Name of Bidder: Persistent Construction, Inc.

By:  \_\_\_\_\_  
(Signature)

Name of above: Anthony Grano  
(Print)

Title: President

Date: February 25, 2021

# Persistent Construction, Inc.

Equipment List  
11/18/20

<u>Equip#</u>	<u>Description</u>	<u>Short Name</u>	<u>Status</u>
<b><u>Air Compressor</u></b>			
31	2006 Air Comp 2 Ingersoll Ran	AC-2	Available
32	1999 Air Comp 3 Ingersoll Ran	AC-3	Available
114	2007 Air Comp 4 Ingersoll Ran	AC-4	Available
176	2002 Air Comp 2 Ingersoll Ran	AC-5	Available
<b><u>Box Truck</u></b>			
98	1999 Int Box Truck 1	BT-1	Available
99	1999 Int Box Truck 2	BT-2	Available
122	2012 Int 4300 BoxTruck 4	BT-4	Available
154	2007 Int 4300 Box Truck 5	BT-5	Available
1001	2006 Int 4300 Box Truck 3	BT-3	Available
<b><u>Compactor</u></b>			
33	2005 Trench Compactor 1 IngRan	TC13-1	Available
34	2008 Trench Compactor 2 IngRan	TC13-2	Available
35	2008 Trench Compactor 3 IngRan	TC13-3	Available
38	2008 Asphalt Compactor D-22	AR-1	Available
82	1999SoilCompactor1Bomag 66"BW	SC172-1	Available
84	2008Soil Compctr3 CAT84" CS56	SC56-1	Available
166	2015 SoilCompctr CAT CS56B 84"	SC56-2	Available
177	2017 Trench Compactor Wacker	TC-4	Available
183	2020 Wacker Compactor	TC-5	Available
<b><u>Concrete Equipment</u></b>			
62	2006 Power Buggies1 Terex PB21	PB-1	Available
63	2006 Power Buggies2 Terex PB21	PB-2	Available
160	DOKA Forms	DOKA	Available
180	2019 EX250 Slab Crab	CSC-1	Available
<b><u>Dozer</u></b>			
85	2004 Dozer 1 CAT D3G	D3-1	Available
86	2006 Dozer2 CAT D3G&Attach	D3-2	Available
161	2015 CAT D6T	D6T-1	Available
<b><u>Dump Truck</u></b>			
12	1995 Int Mason Dump 4700	MD-1	Available
19	2002 Mack Dump Truck 1	D-1	Available
22	2000 Mack TriAxle Tractor	TR-1	Available
127	1984 Int S2554 Salt Truck	D-4	Available
128	1994 Int S2554 Salt Truck	D-5	Available
139	2017 Mack Tri Axle Dump GU713	D-7	Available
<b><u>Excavator</u></b>			
79	2013 Hyrda Excav 4 CAT	321D-4	Available
80	2007 Hydra Excav 5 CAT	328D-5	Available
100	2009 Hyrda Excav 7 CAT	336D-7	Available
118	2013 Hyrda Excavator 7	321D-7	Available
123	2016 CAT 308 Mini Excavator	308E-1	Available
140	2012 CAT 305ECR	305E-2	Available
182	2020 CAT 305 E	305E-3	Available
187	2020 CAT 315 F	315F-2	Available

**Forklift**

101	2011 CATForklift Attachment 2	FL-CAT938H	Available
102	1999KOM Forklift Attachement 3	FL-KOMWA380	Available
103	2003 CAT Forklift Attachment 4	FL-CAT262-1	Available
152	2005 CAT Forklift Attachment 4	FL-CAT262-2	Available
153	HYSTER/Pneumatic ForkLift	FL Hyster	Available

**Generator**

39	2010 Mobile Gnrtr 1 125KW G125	G125-1	Available
40	2009 Mobile Gen 2 45KW BCA45	G45-1	Available
41	2014 Mobile Generator 3 5KW	G5-1	Available
42	2014 Mobile Generator 4 5KW	G5-2	Available
43	2014 Mobile Generator 5 5KW	G5-3	Available
44	2014 Mobile Generator 6 5KW	G5-4	Available
45	2014 Mobile Generator 7 5KW	G5-5	Available

**Light Tower**

36	2001 Light Tower 1 IngRan	LT-1	Available
37	2005 Light Tower 2 IngRan	LT-2	Available

**Loader Backhoe**

74	2004 Backhoe Loader 2 JD 41	410G-2	Available
109	2014 JD 1023E SubCompactor	1023E-4	Available
117	2015 JD 410L Loader Backhoe 3	410L-3	Available
131	2016 JD 410L Loader Backhoe	410L-4	Available

**Pick Up Truck**

7	2011 Ford F350 P2 (Lofaro)	P-2	Available
9	2011 Ford F350 P-3 (Frank)	P-3	Available
107	2016 Toyota Tacoma	P-6	Available
126	2016 Ford F350 P7 (Joe)	P-7	Available
138	1999 Ford F350 Snowman 1	SM-1	Available
179	2019 Ford F250	P-777	Available
181	2014 Ford F350	P-8	Available
190	2020 Ford F350 (Lofaro)	P-9	Available

**Power Tools**

68	2010 Tar Pot Propaine	TP-1	Available
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**Pump**

46	2001 Pump1 TrashGodwin6"CD150	TP6-1	Available
47	2012Pump 2 TrashWacker 3" PT3	TP3-1	Available
48	2012Pump 3 TrashWacker 3" PT3	TP3-2	Available
49	2012Pump 4 TrashWacker 3" PT3	TP3-3	Available
50	2012Pump 5 TrashWacker 3" PT3	TP3-4	Available
51	2012Pump 6 TrashWacker 3" PT3	TP3-5	Available
55	2013 Pump 11 Submersible 2"	SP2-1	Available
56	2013 Pump 12 Submersible 2"	SP2-2	Available
57	2013 Pump 13 Submersible 2"	SP2-3	Available
58	2013 Pump 14 Submersible 2"	SP2-4	Available
59	2015 Pump 15 Submersible 3"	SP3-1	Available
184	2020 Wacker 3" Pump	MP3-3	Available

**Rack Truck**

14	1990 INT Rack Truck 4700 R1	R1	Available
15	1990 Int 4700 Rack Truck	R2	Available
113	2009 Int 4400 Rack Truck	R-4	Available

**Saw**

61	1998Road Saw 36'ProSeries65III	RS36-1	Available
96	1999 Conc./Steel Saw	CS420-1	Available
164	Concrete Chain Saw	ICS-CCS	Available

**Service Truck**

16	2002 Int 4300 Service TruckST1	ST-1	Available
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**Skid Steer**

69	2003Skid Steer Loader1 CAT262B	SK-1	Available
70	2005Skid Steer Loader2 CAT262B	SK-2	Available
132	2016 8' Skidsteer SnowPusher	SP1	Available
133	201614'LoaderProtechSnowPusher	SP2	Available
134	201614'LoaderProtechSnowPusher	SP3	Available
135	201614'LoaderProtechSnowPusher	SP4	Available
136	201614'LoaderProtechSnowPusher	SP5	Available
137	201614'LoaderProtechSnowPusher	SP6	Available
1007	2016 WheelLoaderSnowPusher	SP7	Available
1008	2016 UnderTrailerPlow w/Brckts	SP8	Available
1010	2015 CAT 272 SKID STEER	SK-3	Available

**Traffic Control Equipment**

24	1998 FreightLiner FL60 Truck 1	AT-1	Available
25	1998 FreightLiner FL60 Truck 2	AT-2	Available
64	2012 Solar Arrow Board 1	AB-1	Available
65	2012 WANCO Solar Arrow Board 2	AB-2	Available
95	2013 Arrowboards	Arrowboards	Available
148	2012 Traffix Device Scorpion	SCORPION-1	Available
149	2012 Traffix Device Scorpion	SCORPION-2	Available

**Utility Truck**

1	2012 Ford F350 Utility Truck	U-1	Available
110	2015 Ford F-350 Utility-6	U-6	Available
119	2016 Ford F-350 Utility 3	U-3	Available

**Water Truck**

23	2007 Kenworth Water Truck	WT-1	Available
167	2011 Int 4400 Water Truck	WT-2	Available

**Welder**

60	1961 Welder 1 Lincoln Classic	W200-1	Available
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**Wheel Loader**

71	2000 WheelLoaderKomatsuWA250-1	WA-250-1	Available
72	1999WheelLoader2KomatsuWA380-2	WA380-2	Available
92	2012 CAT Loader 938H-3	938H-3	Available
159	2014 CAT 938K Wheel Loader	938K-2	Available

**Trailer**

27	2006 Rogers 55Ton Lowboy	LB-1	Available
108	2015 Eager Beaver 20XP Trailer	TAT-3	Available
155	2018 CAM Trailer	CAM-TR1	Available
1006	2005 Reid Dingo Trailer	TAT-4	Available

**Field Equipment**

94	2013 Trimble GPS	Trim1	Available
116	2014 Ripper CAT320	CAT-R1	Available
124	2007 Toro-Dingo 525-1	TX525-1	Available
125	2015 5000LB Hammer	HM-01	Available
142	CAT 24" HD Bucket	CAT Bucket	Available
144	2003 Toro 3ft Rock	TD-ROCK	Available
145	2003 Toro 3ft Dirt	TD-DIRT	Available
146	2003 Toro Auger	TD-AUGER	Available
147	2010 Allen Screed	ALLEN-S1	Available
150	2012 Eco Blaze Oil	ECOBLAZE-1	Available
151	2015 TM3 Side Dump Bucket	410SD-3	Available
156	2017 Allen Steel Air Screed	Allen-S2	Available
157	2017 Allen Steel Air Screed	Allen-S2	Available
158	2017 Wacker BS50-2i	JumpJack-1	Available
185	2020 Wacker Rvrs Plate Compactor	RPC-1	Available
186	2020 Wacker BS50-2Plus	JumpJack-2	Available
1002	2014 Screed/ Honda HD7070	SCR-02	Available

**SUV**

130	2016 Ford Explorer (Dom)	SUV-2	Available
162	2016 Ford Explorer (Ralph)	SUV-4	Available
163	2002 AM General Humvee	SUV-5	Available
178	2019 Chevy Equinox (CM)	SUV-6	Available

**Snow Blower**

165	Snow Blower Attachment	SR-321	Available
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**Snow Plow**

168	Snow Plow Angle/11x36	SP1	Available
169	Snow Plow Angle/11x36	SP2	Available
170	Snow Plow Angle/11x36	SP3	Available
171	Snow Plow Angle/11x36	SP4	Available
172	Snow Plow Angle/11x36	SP5	Available
173	Snow Plow Angle/11x36	SP6	Available
174	Snow Plow Angle/11x36	SP7	Available
175	Snow Plow Angle/11x36	SP8	Available
188	10' Snow Plow/Frame/Hyd Pump	SP9	Available
189	10' Snow Plow/Frame/Hyd Pump	SP10	Available

8-1-1-27

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, Persistent Construction, Inc.  
(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 is retained by the vendor.

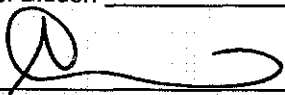
The BIDDER certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

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: Persistent Construction, Inc.

By:   
(Signature)

Name of above: Anthony Grano  
(Print)

Title: President

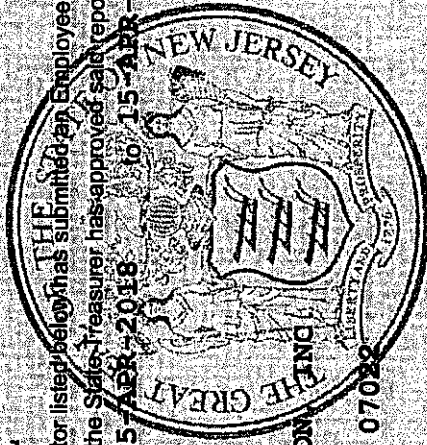
Date: February 25, 2021



Certification 29544

# 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 APR 2018 to 15 APR 2025



PERSISTENT CONSTRUCTION, INC.  
58 INDUSTRIAL AVE.  
FAIRVIEW NJ 07022



*Elizabeth M. Muoio*

ELIZABETH MAHER MUOIO  
Acting State Treasurer

RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION

RESOLVED that Anthony Grano/President 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 Persistent Construction, Inc. at a meeting of its Board of Directors held on the 22nd day of February, 2021.

(CORPORATE SEAL)



Secretary

Anthony Grano/President/Secretary

ORGANIZATIONAL RESOLUTIONS  
ADOPTED BY BOARD OF DIRECTORS OF

**PERSISTENT CONSTRUCTION, INC.**

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WHEREAS, the New Jersey Business Corporation Act required the first Board of Directors of a corporation to take certain organizational steps and permits the Board to transact such other business as it shall deem necessary and proper.

NOW, THEREFORE, be it RESOLVED that

1. The Corporation adopts the annexed code of the by-laws which have been read by each director, and which shall be filed in the minute book of the Corporation.
2. The following persons be elected to the offices set opposite their respective names, to hold office and exercise the powers and responsibilities specified in the by-laws of the Corporation.

	Office	Name	Salary (Per)
President	<b>58 Industrial Ave. Fairview, NJ 07022</b>	<b>Anthony Grano</b>	<b>week</b>
Vice President	<b>58 Industrial Ave. Fairview, NJ 07022</b>	<b>Frank R. Grano</b>	<b>week</b>
Treasurer			
Secretary	<b>58 Industrial Ave. Fairview, NJ 07022</b>	<b>Anthony Grano</b>	<b>week</b>

3. The seal, an impression of which is affixed in the margin hereof, be adopted as the seal of the Corporation.
4. The form of stock certificate annexed hereto be adopted as the form of stock of certificate for the Corporation.

**STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING**

**PERSISTENT CONSTRUCTION, INC.  
0100703247**

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation was registered by this office on April 28, 1997.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

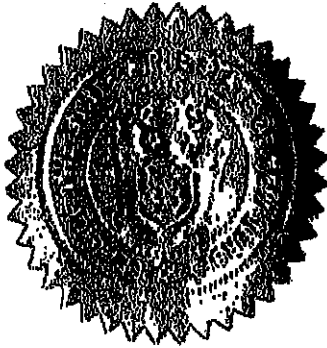
*I further certify that the registered agent and registered office are:*

*Anthony Grano  
58 Industrial Avenue  
Fairview, NJ 07022*

*Continued on next page . . .*

**STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
SHORT FORM STANDING**

**PERSISTENT CONSTRUCTION, INC.**



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and  
affixed my Official Seal  
at Trenton, this  
18th day of November, 2006*

*Bradley Abelow*

*Bradley Abelow  
State Treasurer*

**Certificate of Incorporation**

**FILED**

APR 28 1997

Persistent Construction, Inc.

LONNA R. HOOKE  
Secretary of State

THIS IS TO CERTIFY THAT there is hereby organized a corporation under and by virtue of N.J.S. 14A:1-1 et seq., the "New Jersey Business Corporation Act."

**FIRST:** The name of the corporation is Persistent Construction, Inc.

**SECOND:** The address of the corporation's initial registered office is 151 Anderson Avenue, Fairview, NJ 07022. The name of the registered agent at such address is Anthony Grano.

**THIRD:** The purpose for which this corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the "New Jersey Business Corporation Act," N.J.S. 14A:1-1 et seq.

**FOURTH:** The aggregate number of shares which the corporation shall have authority to issue is 100 shares without par value.

**FIFTH:** The number of directors constituting the initial Board of Directors of this corporation is three (3). The names and address of each person who is to serve as such Director is:

Anthony Grano, 11 Henry Street, Moonachie, NJ 07074.  
Frank Grano, 11 Henry Street, Moonachie, NJ 07074.

**SIXTH:** The name and address of the incorporator is Capitol Information Service, Inc., 172 West State Street, Trenton, NJ 08608.

In Witness Whereof, each individual incorporator, being over eighteen years of age has signed this certificate; or if the incorporator be a corporation has caused this certificate to be signed by its duly authorized officer this 28th day of April, 1997.

*Joan G. Leach*  
Joan G. Leach, President

Capitol Information Service, Inc.  
172 West State Street  
Trenton, NJ 08608

FILED FOR: John L. Schettino, Reg.  
151 Anderson Avenue  
Fairview, NJ 07022

208656

238072  
444438

0100703247

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: No Subcontractor

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: No Subcontractor

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: No Subcontractor

Address:

License Number(s): Name(s) of License Holder(s):

- 4. Structural Steel and Ornamental Iron Work: (Not Applicable)

Name: No Subcontractor

Address:

License Number(s): Name(s) of License Holder(s):

Bidder

Persistent Construction, Inc.

By (name and title)

[Handwritten Signature]

Signature

Anthony Grano/President

**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

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OTHER (SPECIFY)

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OTHER (SPECIFY)

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OTHER (SPECIFY)

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OTHER (SPECIFY)

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**\*\*\*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 DOCUMENTSJERSEY 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	JCRA Website	01.21.2021
Addendum 2	JCRA Website	02.04.2021
Addendum 3	JCRA Website	02.10.2021
Addendum 4	JCRA Website	02.11.2021
Addendum 5	JCRA Website	02.13.2021

 No Addenda were received:
**Acknowledged for:**Name of Bidder: Persistent Construction, Inc.

By Authorized Representative:

Signature: Print or Type Name: Anthony GranoTitle: PresidentDate: February 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
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1.	Performance Bond and Payment Bond		
	Dollar		\$ <u>38,000.00</u> FIGURES

WRITE UNIT PRICE BID: Thirty Eight Thousand Dollars and Zero Cents

2.	Bar Chart Progress Schedule and Updates		
	Lump Sum		\$ <u>1,500.00</u> FIGURES

WRITE LUMP SUM PRICE BID: One Thousand Five Hundred Dollars and Zero Cents

3.	Mobilization in accordance with N.J.A.C. 7:14-2.9		
	Lump Sum		\$ <u>125,000.00</u> FIGURES

WRITE LUMP SUM PRICE BID: One Hundred Twenty Five Thousand Dollars and Zero Cents

4.	Field Office Type A Set Up		
	1 Unit	\$ <u>12,000.00</u> FIGURES	/UNIT \$ <u>12,000.00</u> FIGURES

WRITE UNIT PRICE BID: Twelve Thousand Dollars and Zero Cents

per Unit

5.	Field Office Type A Maintenance		
	12 Months	\$ <u>750.00</u> FIGURES	/MONTH \$ <u>9,000.00</u> FIGURES

WRITE UNIT PRICE BID: Seven Hundred Fifty Dollars and Zero Cents

per Month

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
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6. Construction Layout

Dollar

\$ 24,800.00

FIGURES

WRITE DOLLAR PRICE BID: Twenty Four Thousand Eight Hundred Dollars and Zero Cents

7. Caution Fence

5,755 LF ±

\$ 3.00

FIGURES

/LF

\$ 17,265.00

FIGURES

WRITE UNIT PRICE BID: Three Dollars and Zero Cents

per Linear Foot

8. Silt Fence

5,920 LF ±

\$ 3.00

FIGURES

/LF

\$ 17,760.00

FIGURES

WRITE UNIT PRICE BID: Three Dollars and Zero Cents

per Linear Foot

9. Inlet Filter, Type 1

65 SF ±

\$ 75.00

FIGURES

/SF

\$ 4,875.00

FIGURES

WRITE UNIT PRICE BID: Seventy Five Dollars and Zero Cents

per Square Foot

10. Construction Driveway, 12" Thick

645 SY ±

\$ 20.00

FIGURES

/SY

\$ 12,900.00

FIGURES

WRITE UNIT PRICE BID: Twenty Dollars and Zero Cents

per Square Yard

11. Odor and Dust Control

Lump Sum

\$ 50,000.00

FIGURES

WRITE LUMP SUM PRICE BID: Fifty Thousand Dollars and Zero Cents

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
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12.	Breakaway Barricade, If and Where Directed		
	50 UN ±	\$ <u>25.00</u> FIGURES	/UN \$ <u>1,250.00</u> FIGURES

WRITE UNIT PRICE BID: Twenty Five Dollars and Zero Cents

per Unit

13.	Drum, If and Where Directed		
	50 UN ±	\$ <u>20.00</u> FIGURES	/UN \$ <u>1,000.00</u> FIGURES

WRITE UNIT PRICE BID: Twenty Dollars and Zero Cents

per Unit

14.	Traffic Cone, If and Where Directed		
	100 UN ±	\$ <u>7.00</u> FIGURES	/UN \$ <u>700.00</u> FIGURES

WRITE UNIT PRICE BID: Seven Dollars and Zero Cents

per Unit

15.	Construction Signs, If and Where Directed		
	525 SF ±	\$ <u>14.00</u> FIGURES	/SF \$ <u>7,350.00</u> FIGURES

WRITE UNIT PRICE BID: Fourteen Dollars and Zero Cents

per Square Foot

16.	Construction Identification Sign, 4' x 8', If and Where Directed		
	1 UN ±	\$ <u>1,200.00</u> FIGURES	/UN \$ <u>1,200.00</u> FIGURES

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

per Unit

17.	Construction Barrier Curb, If and Where Directed		
	525 LF ±	\$ <u>17.00</u> FIGURES	/LF \$ <u>8,925.00</u> FIGURES

WRITE UNIT PRICE BID: Seventeen Dollars and Zero Cents

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>250.00</u> FIGURES	/UN \$ <u>250.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Two Hundred Fifty Dollars and Zero Cents</u>			
_____ per Unit			
19.	Portable Variable Message Sign, If and Where Directed		
	2 UN ±	\$ <u>2,500.00</u> FIGURES	/UN \$ <u>5,000.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Two Thousand Five Hundred Dollars and</u>			
<u>Zero Cents</u>			
_____ per Unit			
20.	Traffic Control Truck with Mounted Crash Cushion, If and Where Directed		
	2 UN ±	\$ <u>500.00</u> FIGURES	/UN \$ <u>1,000.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Five Hundred Dollars and Zero Cents</u>			
_____ per Unit			
21.	Traffic Stripes, Latex 4", If and Where Directed		
	1,050 LF ±	\$ <u>1.00</u> FIGURES	/LF \$ <u>1,050.00</u> FIGURES
WRITE UNIT PRICE BID: <u>One Dollar and Zero Cents</u>			
_____ per Linear Foot			
22.	Traffic Markings Lines, Latex 4", If and Where Directed		
	525 LF ±	\$ <u>1.00</u> FIGURES	/LF \$ <u>525.00</u> FIGURES
WRITE UNIT PRICE BID: <u>One Dollar and Zero Cents</u>			
_____ per Linear Foot			
23.	Traffic Director, Flagger, If and Where Directed		
	80 HR ±	\$ <u>1.00</u> FIGURES	/HR \$ <u>80.00</u> FIGURES
WRITE UNIT PRICE BID: <u>One Dollar and Zero Cents</u>			
_____ per Hour			

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
24.	Uniformed Police Traffic Director, If and Where Directed		
	Allowance		\$ <u>10,000.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Ten Thousand Dollars and No Cents</u>			
25.	Fuel Price Adjustment		
	Allowance		\$ <u>16,700.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Sixteen Thousand Seven Hundred Dollars and No Cents</u>			
26.	Final Cleanup		
	Lump Sum		\$ <u>14,050.00</u> FIGURES
WRITE LUMP SUM PRICE BID: <u>Fourteen Thousand Fifty Dollars and Zero Cents</u>			
27.	Clearing Site		
	Lump Sum		\$ <u>122,600.00</u> FIGURES
WRITE LUMP SUM PRICE BID: <u>One Hundred Twenty Two Thousand Six Hundred Dollars and Zero Cents</u>			
28.	Excavation, Test Pit		
	100 CY ±	\$ <u>115.00</u> FIGURES /CY	\$ <u>11,500.00</u> FIGURES
WRITE UNIT PRICE BID: <u>One Hundred Fifteen Dollars and Zero Cents</u> per Cubic Yard			
29.	Excavation, Unclassified, If and Where Directed		
	100 CY ±	\$ <u>17.00</u> FIGURES /CY	\$ <u>1,700.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Seventeen Dollars and Zero Cents</u> per Cubic Yard			

ITEM	DESCRIPTION	UNIT PRICE	TOTAL PRICE BASED ON ESTIMATED QUANTITIES
30.	Excavation, Regulated Material, If and Where Directed		
	100 CY ±	\$ <u>25.00</u> /CY FIGURES	\$ <u>2,500.00</u> FIGURES

WRITE UNIT PRICE BID: Twenty Five Dollars and Zero Cents

per Cubic Yard

31.	Soil Sampling and Analyses, Regulated Material, If and Where Directed * Minimum Unit Price Bid \$800/Unit		
	5 UN ±	\$ <u>975.00</u> /UN FIGURES	\$ <u>4,875.00</u> FIGURES

WRITE UNIT PRICE BID: Nine Hundred Seventy Five Dollars and Zero 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 Zero Cents

per Ton

33.	Permanent Roadway Embankment and Site Fills		
	107,555 CY ±	\$ <u>27.00</u> /CY FIGURES	\$ <u>2,903,985.00</u> FIGURES

WRITE UNIT PRICE BID: Twenty Seven Dollars and Zero Cents

per Cubic Yard

34.	Temporary Surcharge Embankment		
	Lump Sum		\$ <u>363,200.00</u> FIGURES

WRITE LUMP SUM PRICE BID: Three Hundred Sixty Three Thousand Two  
Hundred Dollars and Zero 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>337,800.00</u> FIGURES
WRITE LUMP SUM PRICE BID: <u>Three Hundred Thirty Seven Thousand Eight Hundred Dollars and Zero Cents</u>			
36.	Geotechnical Instrumentation		
	Lump Sum		\$ <u>307,730.00</u> FIGURES
WRITE LUMP SUM PRICE BID: <u>Three Hundred Seven Thousand Seven Hundred Thirty Dollars and Zero Cents</u>			
37.	Collect Undisturbed Samples		
	20 UN ±	\$ <u>440.00</u> FIGURES	/UN \$ <u>8,800.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Four Hundred Forty Dollars and Zero Cents</u> per Unit			
38.	Supplementary Exploratory Test Borings		
	360 LF ±	\$ <u>95.00</u> FIGURES	/LF \$ <u>34,200.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Ninety Five Dollars and Zero Cents</u> per Linear Foot			
39.	Temporary Surcharge Retaining Wall		
	19,210 SF ±	\$ <u>12.00</u> FIGURES	/SF \$ <u>230,520.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Twelve Dollars and Zero Cents</u> per Square Foot			
40.	15" High Density Polyethylene Pipe		
	715 LF ±	\$ <u>29.00</u> FIGURES	/LF \$ <u>20,735.00</u> FIGURES
WRITE UNIT PRICE BID: <u>Twenty Nine Dollars and Zero 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 ±                      \$ 440.00 /UN                      \$ 1,760.00

FIGURES                      FIGURES

WRITE UNIT PRICE BID: Four Hundred Forty Dollars and Zero Cents

\_\_\_\_\_ per Unit

42. Conduit Outlet Protection Area  
w/ Median Stone d50 (4")

20 CY ±                      \$ 90.00 /CY                      \$ 1,800.00

FIGURES                      FIGURES

WRITE UNIT PRICE BID: Ninety Dollars and Zero Cents

\_\_\_\_\_ per Cubic Yard

43. Pre-Formed Scour Hole Area  
w/ Median Stone d50 (6")

5 CY ±                      \$ 295.00 /CY                      \$ 1,475.00

FIGURES                      FIGURES

WRITE UNIT PRICE BID: Two Hundred Ninety Five Dollars and Zero Cents

\_\_\_\_\_ per Cubic Yard

44. Reconstruct Monitoring Well

5 UN ±                      \$ 2,300.00 /UN                      \$ 11,500.00

FIGURES                      FIGURES

WRITE UNIT PRICE BID: Two Thousand Three Hundred Dollars and Zero Cents

\_\_\_\_\_ per Unit

45. Reconstruct Underdrain Access Manhole

3 UN ±                      \$ 1,430.00 /UN                      \$ 4,290.00

FIGURES                      FIGURES

WRITE UNIT PRICE BID: One Thousand Four Hundred Thirty Dollars and Zero Cents

\_\_\_\_\_ per Unit

46. Allowance for Work Unspecified

Allowance                      \$ 100,000.00

FIGURES

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

\_\_\_\_\_ per Unit

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:

4,866,100.00

Dollars

(Amount - Numbers)

Four Million Eight Hundred Sixty Six Thousand One Hundred Dollars and Zero Cents

(Amount - Words)

Persistent Construction, Inc.

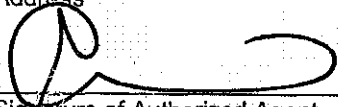
Company Name

22-3520109

Federal I.D. # or Social Security #

58 Industrial Avenue, Fairview, NJ 07022

Address



Signature of Authorized Agent

Anthony Grano

Type or Print Name

Title: President

(201)941-9888

Telephone Number

February 25, 2021

Date

(201)941-9889

Fax Number

AGrano@PersistentConstruction.com

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 Persistent Construction, Inc.

MAILING  
ADDRESS 58 Industrial Avenue  
Fairview, NJ 07022

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 25, 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

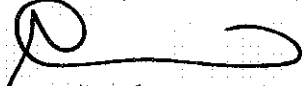
By Persistent Construction, Inc. Small Business - April 1997  
(Corporation Name) (Form of Corporation)

New Jersey  
(State of Incorporation)

By Anthony Grano  
(Name of Person Authorized to Sign)

President  
(Title)

(CORPORATE SEAL)

Attest   
(Secretary) Anthony Grano/President/Secretary

Business Address: 58 Industrial Avenue, Fairview, NJ 07022

Phone Number: (201)941-9888

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).



## State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

**SHEILA OLIVER**  
*Lt. Governor*

TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

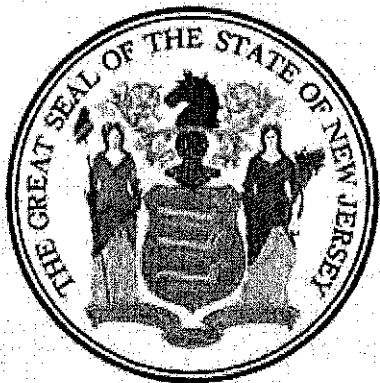
### APPROVED

*under the*  
Small Business Set-Aside Act

This certificate acknowledges PERSISTENT CONSTRUCTION, 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:** 9/8/2020  
**Certification Number:** A0122-39

**Expiration:** 9/8/2023

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

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

Bidder/Offeror: Persistent Construction, Inc.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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**

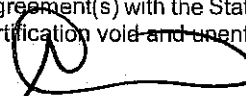
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**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): Anthony Grano  
Title: President

Signature:   
Date: February 25, 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.

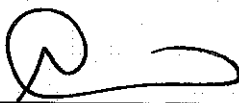
Persistent Construction, Inc.  
Company Name

By: Anthony Grano

Title: President

Date: February 25, 2021

cc: (Unions employed by General Contractor)

  
\_\_\_\_\_  
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:** Persistent Construction, Inc.  
**Address:** 58 Industrial Avenue, Fairview, NJ 07022  
**Phone:** (201)941-9888  
**Email:** AGrano@PersistentConstruction.com  
**Contact Name:** Anthony Grano

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.

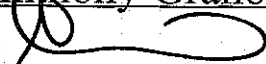
THE CITY OF JERSEY CITY IS AN AFFIRMATIVE ACTION & EQUAL OPPORTUNITY EMPLOYER AND COMPLIES WITH ALL  
 LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS IN EMPLOYMENT AND CONTRACTING.

**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	Persistent Construction, Inc.
Address of Individual or Organization	58 Industrial Avenue, Fairview, NJ 07022
DUNS Code (if applicable)	na
CAGE Code (if applicable)	
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): \_\_\_\_\_

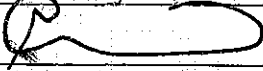
PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification 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):	Anthony Grano	Title:	President
Signature:		Date:	February 25, 2021

<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<input 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.
<b>Name of Individual or Organization</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<input checked="" 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.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<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.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Home Address (for Individual) or Business Address</b>	
<b>OR</b>	
<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.
<b>Section C – Part III Certification</b>	
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 <b>Organization listed above in Part I</b> or, if applicable, owns greater than 50 percent of a parent entity of the <b>Organization listed above in Part I</b> . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <b>City</b> 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 <b>City</b> to notify the <b>City</b> 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 <b>City</b> , permitting the <b>City</b> to declare any contract(s) resulting from this certification void and unenforceable.	

Full Name (Print):	Anthony Grano	Title:	President
Signature:		Date:	February 25, 2021

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
**Add additional sheets if necessary**	
OR	
<input checked="" type="checkbox"/>	The <b>Organization listed above in Part I</b> 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)	
<input type="checkbox"/>	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	
<input type="checkbox"/>	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 <b>Organization listed above in Part I</b> 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 <b>City</b> 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 <b>City</b>	

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):	Anthony Grano	Title:	President
Signature:		Date:	February 25, 2021

Certificate Number  
607567

Registration Date: 06/18/2020  
Expiration Date: 06/17/2022



# 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):**  
Anthony Grano, President

**Responsible Representative(s):**  
Frank Ralph Grano, Vice-President

Persistent Construction, Inc.  
**2020**

Handwritten signature of Robert Asaro-Angelo.

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

NON TRANSFERABLE

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

09/08/04

Taxpayer Identification# 223-520-109/000

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)292-1730.

I wish you continued success in your business endeavors.

Sincerely,

  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

PERSISTENT CONSTRUCTION, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

223-520-109/000

SEQUENCE NUMBER:

1084416

ADDRESS:

58 INDUSTRIAL AVE  
FAIRVIEW NJ 07022

ISSUANCE DATE:

09/08/04

EFFECTIVE DATE:

04/28/97

FORM-BRC(08-01)

  
Acting Director

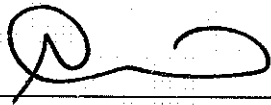
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



<b>STANDARD BID DOCUMENT REFERENCE</b>	
	<b>Reference: None</b>
<b>Name of Form:</b>	<b>MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR CONSTRUCTION CONTRACTS</b>
<b>Statutory Reference:</b>	N.J.S.A. 10:5-31 and N.J.A.C. 17:27
<b>Instructions Reference:</b>	Statutory and Other Requirements
<b>Description:</b>	Exhibit B of Bid Specification

Exhibit B of the model Instructions to Bidders and Statutory Requirements is the current and complete mandatory language for construction bid specifications and contracts.

The document is the mandatory language for construction bid specifications and contracts pursuant to N.J.A.C. 17:27-3.5, and the mandatory bid specification and contract language for employment goal compliance for construction contracts at N.J.A.C. 17:27-3.7. A complete review of both rule provisions is recommended.




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Anthony Grano  
 President  
 Persistent Construction, Inc.  
 58 Industrial Avenue  
 Fairview, NJ 07022  
 February 25, 2021

(REVISED 9/07)

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

### CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the 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 women workers is equal to or greater than the applicable employment goal established in accordance with 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 women 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 women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce 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 workforce needs, and request referral of minority and women workers;

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

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

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce 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 women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women 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 workforce 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 or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce 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 woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination 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 women or the failure to refer minorities and women 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 women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce 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 Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division 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 (NJAC 17:27)**.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Allwood Forlenza Insurance PO Box 11029  Fairfield NJ 07004		<b>CONTACT NAME:</b> Mary Fajvan <b>PHONE (A/C, No, Ext):</b> (973) 256-5500 <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b> (973) 882-5601																						
<b>INSURED</b> Persistent Construction Company Inc. 58 Industrial Ave  Fairview NJ 07022		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Harleysville Preferred Insurance Co</td> <td>35696</td> </tr> <tr> <td>INSURER B:</td> <td>Harleysville Insurance Co</td> <td>23582</td> </tr> <tr> <td>INSURER C:</td> <td>Harleysville Insurance Co of NJ</td> <td>42900</td> </tr> <tr> <td>INSURER D:</td> <td>NJM Insurance</td> <td>12122</td> </tr> <tr> <td>INSURER E:</td> <td>Star Stone Speciality</td> <td>44776</td> </tr> <tr> <td>INSURER F:</td> <td>Allied World Assurance Co US Inc</td> <td>19489</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Harleysville Preferred Insurance Co	35696	INSURER B:	Harleysville Insurance Co	23582	INSURER C:	Harleysville Insurance Co of NJ	42900	INSURER D:	NJM Insurance	12122	INSURER E:	Star Stone Speciality	44776	INSURER F:	Allied World Assurance Co US Inc	19489
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**COVERAGES** CERTIFICATE NUMBER: 20-21 rvsd 8/6/20 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPA000006020AV	6/8/2020	6/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA000006019AV	6/8/2020	6/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			CMB000006018AV	6/8/2020	6/8/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	W38674-8	5/18/2020	5/18/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Liability			B196514926	6/8/2020	6/8/2021	EACH OCCURRENCE 5,000,000
F	Professional & Pollution			03119728	8/6/2020	8/6/2021	Limit of Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: CONTRACT NO. 20-12-MPN8 - BAYFRONT 1 REDEVELOPMENT - PHASE 1A, SURCHARGE PROGRAM. Jersey City Redevelopment Agency (JCRA), authorities, boards, bureaus, commissions, divisions, districts, departments and offices of the Owner and the individual members thereof in their official capacities are Additional Insureds. All Policies shall be on a Primary and Non-contributing basis for General Liability, Automobile and Umbrella coverage.

### CERTIFICATE HOLDER

JERSEY CITY REDEVELOPMENT AGENCY (JCRA)  
 66 YORK STREET  
 JERSEY CITY, NJ 07307

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jay Forlenza/MARY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

CG-2037 (Ed. 7-04) Addl Insd - Owners, Lessees, or Contr - Completed  
Operations (blanket use)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s): Applies to any person or organization when required in a written contract.

Location And Description Of Completed Operations: Applies to all locations and all completed operations where the insured has performed work.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG-2037

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

CG-2038 (Ed. 4-13) AI - Owners, Lessees or Contr - Auto Status for Oth  
Parties When Req Wtn Const Agrmt

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the

Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured and included in the "products-completed operations hazard" which was performed for that insured only as specified under the "written contract".
- B. The insurance provided to additional insured by this endorsement is limited as follows:**
1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
  2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.
- C. With respect to the insurance afforded to additional insured, the following exclusions are added:**
2. **Exclusions**
    - a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
      - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
      - (2) Supervisory, inspection, architectural, or engineering services.
    - b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
    - c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- D. Other Insurance**
1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.
- E. Definitions**
- "Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured only as specified under the "written contract". A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.
- B.** The insurance provided to additional insured by this endorsement is limited as follows:
1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
  2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.
- C.** With respect to the insurance afforded to additional insured, the following exclusions are added:
- 2. Exclusions**
- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
    - (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
    - (2) That portion of the "Named Insured's" work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
  - c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
  - d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
    - (2) Supervisory, inspection, architectural, or engineering services.

**D. Other Insurance**

1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

**E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	2
Blanket Additional Insured – Managers or Lessors of Premises	Included	3
Blanket Additional Insured – Permits	Included	3
Blanket Construction Projects Separate General Aggregate Limit	Included	4
“Borrowed Equipment” Property Damage Liability	Included	4
Damage to Premises Rented to You	\$500,000	5
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	5
Expected and Intended Injury	Included	5
Incidental Medical Malpractice Liability	Included	5
Knowledge and Notice of Occurrence or Offense	Included	5
Liberalization	Included	6
Medical Payments	\$15,000	6
Mental Anguish – Bodily Injury Redefined	Included	6
Mobile Equipment Redefined	Included	6
Newly Formed or Acquired Organizations	180 days	6
Non-Duplication of Benefits	Included	6
Non-Owned Aircraft	Included	6
Non-Owned Watercraft	Less than 51 feet	7
Personal Injury – Broad Form	Included	7
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	7
Unintentional Failure to Disclose Hazards	Included	7
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	7
Waiver of Transfer of Rights of Recovery Against Others	Included	9

## 1. ADVERTISING INJURY REDEFINED

Paragraphs 14.d. and e. of **Section V – Definitions** are amended by the following:

Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Oral, written, televised or videotaped publication in any manner of material that violates a person’s right to privacy;

Paragraphs b. and c. of **2. Exclusions under Coverage B – Personal and Advertising Injury Liability** are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

## 2. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

**Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) which or who is or are a vendor of “your products” with whom you agreed under a written contract or agreement to add as an additional insured to your policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
  - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) “Bodily injury” or “property damage” arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such “bodily injury” or “property damage” was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
    - a. The exceptions contained in Subparagraphs (4) or (6); or
    - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (9) “Bodily injury” or “property damage” that occurs before the execution by all parties of the contract or agreement referred to above.
- b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:
  - (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury” or “property damage” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.
  - (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. Other Insurance
  - (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

- (2) Even if the requirements of paragraph d. (1) are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

### 3. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

- A. SECTION II – Who Is An Insured** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.
- B.** This insurance for such manager or lessor additional insured does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
  3. Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
  4. Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
  5. The additional insured's obligation to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C.** The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:
1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
  2. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.
- D.** For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.
- E.** Other Insurance
1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph E.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

### 4. BLANKET ADDITIONAL INSURED – PERMITS

- A. Section II – Who Is An Insured** is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, sub-division or agency have agreed in writing in a contract or agreement that such entity, sub-division or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or state or municipality or any political sub-division or governmental agency has issued a permit or authorization.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. Any "occurrence" which takes place before the effective date of the permit;
  2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
  3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government or any state or municipality or any political sub-division or governmental agency;
  4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";

5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay as damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C. The insurance provided to such additional insured by this Blanket Additional Insured – Permits coverage is further limited as follows:
  1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
  2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph **A.** above or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.
- D. Other Insurance
  1. If specifically required by the permit or authorization referenced in paragraph **A.** above or by the written contract or agreement referenced in paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
  2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

#### 5. **BLANKET CONSTRUCTION PROJECTS SEPARATE GENERAL AGGREGATE LIMIT**

If you enter into a written contract or agreement with a person or entity for whom you are performing operations with respect to a certain construction project, as identified in the contract or agreement, and that contract or agreement requires a separate General Aggregate Limit for that construction project, for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at that construction project:

1. A separate General Aggregate Limit applies to that construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The separate General Aggregate Limit for that construction project is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, which can be attributed only to ongoing operations at that construction project, regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the separate General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in this Declarations nor shall they reduce any other separate General Aggregate Limit for any other construction project.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the separate General Aggregate Limit for that construction project.

#### 6. **"BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY**

Paragraphs (3) and (4) of Exclusion j. of **Section I – Coverage A** do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section 6 is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This "borrowed equipment" insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

## 7. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

- a. The last paragraph of **Section I – Coverage A** (after the exclusions) is replaced by the following:  
Exclusions **c.** through **n.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.
- b. The first full paragraph immediately following exclusion **j.(6)** under **j. Damage to Property of 2. Exclusions** under **Coverage A** of **Section I** is deleted in its entirety.
- c. Paragraph **6.** under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:  
**6.** Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.
- d. The Damage to Premises Rented to You Limit in paragraph **6.** of **Section III – Limits of Insurance** is the greater of \$500,000 or the amount shown in the declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph **5.** of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

## 8. ELEVATOR PROPERTY DAMAGE LIABILITY

Paragraph **(6)** of exclusion **j.** of **Section I – Coverage A** does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section **8.** is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Elevator property damage liability insurance is excess over any other valid and collectible property insurance (including any deductible) whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

## 9. EXPECTED OR INTENDED INJURY

Exclusion **a.** of **Section I – Coverage A** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 10. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

- a. Paragraph **2.a.(1)d.** of **Section II – Who Is An Insured** does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

## 11. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

**A.** The requirement in **Section IV CONDITIONS**, Paragraph **2.a. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an "occurrence" or offense will not be considered breached unless the breach occurs after the "occurrence" or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;



4. You, a member, or your managers, if you are a limited liability company;
  5. You, or a trustee, if you are a trust;
  6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.
- B. The requirement in Section IV – CONDITIONS, Paragraph 2.b. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
1. You, or your spouse, if you are an individual;
  2. You, an "executive officer", director, or stockholder, if you are a corporation;
  3. A partner, member, or their spouses if you are a partnership or joint venture;
  4. You, a member, or your managers, if you are a limited liability company;
  5. You, or a trustee, if you are a trust;
  6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.
- C. Knowledge by any other "employee" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge unless and until such time as any person listed in A. or B. above would reasonably be expected to have obtained knowledge of such "occurrence", offense, claim or "suit" through the exercise of reasonable diligence.**

## 12. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## 13. MEDICAL PAYMENTS

If **Coverage C – Medical Payments Coverage** is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of **Section III – Limits of Insurance**, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

## 14. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of "bodily injury" in **Section V – Definitions** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## 15. MOBILE EQUIPMENT REDEFINED

Under **Section V – Definitions**, Item 12, Paragraph f.(1)(a), (b) and (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 16. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 3.a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

## 17. NON-DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

## 18. NON-OWNED AIRCRAFT

Exclusion g. of **Section I – Coverage A** does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to **Section IV, Condition 4. Other Insurance**, paragraph **b. Excess Insurance**:

This Non-owned Aircraft insurance is excess over any other valid and collectible insurance whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis that would also apply to loss covered under this provision.

#### 19. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion **g. of Section I – Coverage A** is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- a. Less than 51 feet long; and
- b. Not being used by the insured to carry persons or property for a charge.

#### 20. PERSONAL INJURY – BROAD FORM

a. Paragraph **14.b. of Section V – Definitions** is replaced by the following:

b. Malicious prosecution or abuse of process;

b. Definition **14 of Section V – Definitions** is amended by the addition of the following:

h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not the result of acts or omissions of:

(a) The insured;

(b) Any executive officer, director, stockholder, partner or member of the insured; or

(c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

(2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

c. Paragraphs **a. and b. above** do not apply if **Coverage B Personal and Advertising Injury Liability** is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

#### 21. SUPPLEMENTARY PAYMENTS

Paragraphs **b. and d. of Supplementary Payments – Section I Coverage A and B** are replaced by the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "bodily injury" coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### 22. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph **6. of Section IV – CONDITIONS**,

d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

#### 23. VOLUNTARY PROPERTY DAMAGE

##### A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for "property damage" to the property of others provided:

1. Such "property damage" occurs while such property is in your care, custody or control, or the damage is to property of others over which you are, for any purpose, exercising physical control; and

2. Such "property damage" arises out of "your work" away from premises owned by, rented to, or occupied by you.

##### B. ADDITIONAL CONDITIONS

The insurance afforded by paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of "property damage", to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one "occurrence" is a \$25,000 "Occurrence" Limit regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

The "Occurrence" Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all "property damage" to which the Voluntary Property Damage coverage provided by this endorsement applies.
3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
  - a. The terms of this insurance, including those with respect to:
    - (1) Our right and duty to defend any "suits" seeking those damages; and
    - (2) Your duties in the event of any "occurrence", claim or "suit";
 apply irrespective of the application of the deductible amount.
  - b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this Voluntary Property Damage coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

#### C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS** of **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this coverage.
2. The following exclusions are added:  
The insurance provided by this coverage does not apply to "property damage":
  - a. To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
  - b. To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
  - c. To property owned by, or rented by, an insured or any "employee" of the insured.
  - d. To property that is money and securities.
  - e. Included within the "explosion hazard", the "collapse hazard", or the "underground property damage hazard", unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

**D. DEFINITIONS**

The following additional definitions apply:

"Explosion hazard" includes property damage arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

"Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

"Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.

"Underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

**24. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

This provision does not apply to any written contract formed or executed after performance has begun.