TOWNSHIP OF PEQUANNOCK

OFFICE OF THE TOWNSHIP MANAGER PEQUANNOCK, NEW JERSEY 07044 (973) 835-5700 x. 133



CONTRACT SPECIFICATIONS & BID DOCUMENTS FAIR & OPEN PUBLIC SOLICITATION

REQUIREMENTS FOR:

Pompton River De-Snagging Project

BID OPENING DATE AND TIME: Wednesday, September 23, 2020 at 10:00 am

TOWNSHIP OF PEQUANNOCK POMPTON RIVER DE-SNAGGING PROJECT

DOCUMENT CHECKLIST

(Items Preceded by an asterisk (*) are required at the time of bid submission by N.J.S.A. 40A:11-23.2 and if omitted may not be subsequently submitted and cured by the governing body)

Required by Township of Pequannock			Initial each entry, and submit the required form if the box contains an ⊠
	Document Checklist - COMPLETE AND SIGN	i	CS
	Legal Notice to Bidders - READ	iii	CS
\square	Project Location, Project Contacts, Description of Work - READ	iv	CS
\square	Insurance Requirements - READ	A-4	CS
\boxtimes	Vendor Information Sheet - COMPLETE	A-14	CS
\boxtimes	Business Registration Certificate - SUBMIT PRIOR TO AWARD	A-15	CS
\square	Public Works Contractor Registration Certificate - SUBMIT WITH BID	A-15	CS
\boxtimes	Mandatory Equal Employment Opportunity Language Exhibit B - Construction Contract - READ	A-16	CS
\boxtimes	Affirmative Action Compliance Affidavit – Construction Contracts – COMPLETE & SIGN	A-19	CS
\square	New Jersey Anti-Discrimination Provisions - COMPLETE & SIGN	A-20	CS
\square	Americans with Disabilities Act of 1990 Language - COMPLETE & SIGN	A-21	CS
\square	*Ownership Disclosure Certification Form - SIGN AND NOTARIZE	A-22	CS
\boxtimes	Acknowledgement of Principal - SIGN AND NOTARIZE	A-26	CS
\square	*Principal Subcontractor Declaration - COMPLETE & SIGN	A-27	CS
\boxtimes	Principal Subcontractor(s) Business Registration Certificate (if applicable) – SUBMIT PRIOR TO AWARD	A-28	CS
\boxtimes	Principal Subcontractor(s) Public Works Contractor Registration Certificate (if applicable) – SUBMIT WITH BID	A-28	CS
\square	Non-Collusion Affidavit – SIGN AND NOTARIZE	A-29	CS
	Prevailing Wage Compliance Declaration - COMPLETE & SIGN	A-30	CS
\square	Disclosure of Investment Activities In Iran - COMPLETE & SIGN	A-31	CS
\boxtimes	*Bid Guarantee in the amount of 10% of total bid or as specified in the Legal Notice to Bidders - COMPLETE, SIGN & NOTARIZE	A-33	CS
\boxtimes	*Consent of Surety - COMPLETE, SIGN & NOTARIZE	A-34	CS
\boxtimes	Equipment Certification - COMPLETE AND SIGN	A-35	CS
\boxtimes	Performance Record to Accompany Form of Proposal - COMPLETE	A-36	CS
\boxtimes	Certification of Bidder's Status on the State Treasurer's List of Debarred, Suspended and Disqualified Contractors – COMPLETE, SIGN & NOTARIZE	A-40	CS
\boxtimes	*Acknowledgement of Receipt of Addenda - COMPLETE & SIGN	A-41	CS
\boxtimes	Special Conditions and Exceptions to Instruction to Bidders/Statutory Requirements – READ	A-42	CS

TOWNSHIP OF PEQUANNOCK POMPTON RIVER DE-SNAGGING PROJECT

DOCUMENT CHECKLIST (CONTINUED)

Required by Township of Pequannock	Item	Page	Initial each entry, and submit the required form if the box contains an ⊠
\square	Proposal Page - COMPLETE, SIGN AND SEAL	A-43	CS
	Prevailing Wage Determination For Morris County/Statewide dated - READ	В	CS

AFTER AWARD OF CONTRACT				
\boxtimes	Signed Agreement - SIGN & SEAL	CS		
\boxtimes	IRS Form W-9 - COMPLETE & SIGN	CS		
\boxtimes	Certificate of Insurance - SUBMIT WITH EXECUTED CONTRACT	CS		
\boxtimes	Performance Bond	CS		
\boxtimes	Labor and Materials (Payment) Bond	CS		
	Maintenance Bond	CS		

Corporate Name:	Grade Con	struction			
_				Date: 09/23/20	
Signature:					
Print Name: Ralph	n Diaco		Title: Pre	sident	

TOWNSHIP OF PEQUANNOCK LEGAL NOTICE NOTICE TO BIDDERS

Pompton River De-Snagging Project

Sealed Proposals will be received by the Township of Pequannock, New Jersey, in the Manager's Office of the Municipal Building, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, until 10:00 a.m. Prevailing Time, September 23, 2020.

Due to the current COVID-19 state of emergency and in order to limit possible exposure to pathogens, it is preferred that all bids be submitted by either regular mail, Federal Express or United Parcel Service and received at the offices of the Township of Pequannock – Office of the Township Manager, located at 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, 07444 prior to the time of opening at 10:00 a.m. on September 23, 2020. Bids received after the above time shall not be accepted and/or opened. All bids submitted shall be addressed exactly as follows:

Township Manager
Township of Pequannock
Municipal Building
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Attn: Bid Proposal – Pompton River De-Snagging Project

In accordance with Local Finance Notice 2020-10, bids shall be opened in a modified public format. In-person attendance by bidders and/or the general public shall not be permitted due to the current state of emergency. In lieu of same, all bidders shall be provided instructions for web-conference access prior to the opening. A live-stream link will also be posted on the Township's website prior to the opening for use by the general public. Following the opening of bids, the three lowest bids shall be available for review on the Township's website www.peqtwp.org.

The Township will not be responsible for Proposal submissions that are lost in transit or delivered late by the USPS or any other carrier service. All Proposals must be received in and stamped "RECEIVED" by the Township Manager's office prior to the date and time of bid opening. All Proposals not received on time will be returned unopened to the bidder.

In general, work consists of de-snagging an identified area of the Pompton River, as described in detail within the bid specification.

Beginning on August 21, 2020, Prescribed Bid Documents, Plans and Specifications, and other proposed Contract Documents may be obtained by e-mailing the office of the Township Manager at manager@peqtwp.org between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, excluding legal holidays. There is no charge for the documents.

Each Proposal will be made upon the prescribed forms furnished with the Specifications, and will be accompanied by a Bidder's Certified or Cashier's Check drawn on a solvent bank, in the sum of ten percent (10%) of the amount bid, but in no case in excess of Twenty Thousand Dollars

(\$20,000.00), or in lieu of a Certified or Cashier's Check, a Bid Bond in the same amount prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a Surety Company approved by the Township of Pequannock. Such checks or Bid Bonds will be made payable to the Township of Pequannock, and will be by it held as a guaranty that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said check or Bid Bond and the amount represented thereby will be retained by the aforesaid Township of Pequannock as liquidated damages.

Proposals will be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the Bidder will be addressed as previously noted.

The Bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Payment Bond acceptable to the Township of Pequannock, each in the amount of one hundred percent (100%) of the contract, in conformity with the requirements of the Contract Documents.

In accordance with the requirements of the State of New Jersey Affirmative Action Program, Bidders are required to comply with the requirements of P.L. 1975, C127.

All Bidders must submit to the Township a Business Registration Certificate issued by the New Jersey Division of Revenue, PL 2004 c.57 (NJSA 52:32-44) and NJSA 40A:11-23.2. BRCs may be submitted with Bids but must be submitted prior to the execution of a contract.

Simultaneously with the submission of bids, the corporation or partnership so bidding will furnish a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater therein pursuant to Chapter 33, P.L. 1977. Bids will be REJECTED if they do not contain this disclosure statement.

Bidders are notified that they must pay workmen the prevailing wage rate as determined by the New Jersey Department of Labor and Industry for the project, pursuant to the "New Jersey Prevailing Wage Act" - Chapter 150 of the Laws of 1963.

The right is hereby reserved to reject any and all bids or any part thereof or to waive any minor informalities or irregularities and to accept any bid or bids if deemed in the best interest of the Township of Pequannock to do so.

TOWNSHIP OF PEQUANNOCK

Adam W. Brewer, Township Manager

PROJECT LOCATION

The site of work to be performed under this Contract is located within the Township of Pequannock, in the County of Morris, New Jersey as designated in these Specifications and accompanying plans.

PROJECT CONTACTS

Purchasing Contact (Contracting Agent)
Adam W. Brewer, QPA
Township Manager
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
(973) 835-5700 ext. 133
abrewer@peqtwp.org

Consulting Engineering Contact
Richard B. Schommer, Jr., PE.PP
Vice President
H2M Associated, Inc.
119 Cherry Hill Road - Suite 110
Parsippany, NJ 07054
rschommer@h2m.com
862-207-5900

DESCRIPTION OF WORK

The Township of Pequannock intends to clear and de-snag any apparent and easily accessible debris within a reach of the Pompton River in order to improve stream flow within the stream channel. This may include, but is not limited to, the removal of fallen tree branches and limbs, including trees leaning 45 degrees or more over the channel, and removal of household and commercial rubbish, trash and debris.

The extent of the de-snagging operations begins at a northerly limit at Jackson Avenue and extends southerly to the municipal boundary with the Borough of Lincoln Park. The activities are limited to the areas from the western embankment to the approximate midstream portion of the Pompton River in the Township of Pequannock.

Only de-snagging of the stream will be performed under this project. The project does not involve the discharge of any fill material in the Pompton River. No dredging, desilting or other activities are proposed at this time.

All work shall be performed in accordance with the Project Plans included as Appendix A of these bid documents.

The Township has obtained a Flood Hazard Area General Permit No. 1, for Channel Cleaning under the Stream Cleaning Act, from the New Jersey Department of Environmental Protection (NJDEP). All work shall be performed in accordance with the NJDEP permit and the conditions provided with that permit, a copy of which is included as Appendix B of these bid documents.

The contractor shall provide all labor, materials and equipment necessary to complete the work in accordance with the Project Plans, the NJDEP Permit and the other requirements of these bid documents.

The project includes a base bid for all work described within the Project Plans, Appendix A, including the disposal of all material.

The project also includes an alternate bid, which shall be all work completed as described within the Project Plans, Appendix A; however, for the alternate bid, the contractor may leave the chips from material that can be chipped in piles at the staging areas.

SECTION A INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

- **A.** Sealed bids shall be received by the Township of Pequannock, hereinafter referred to as "Owner," in accordance with public advertisement as required by the laws of the State of New Jersey, with a copy of said Legal Notice being attached hereto and made a part of these specifications.
- **B.** Sealed bids will be received by the Township Manager as stated in the Legal Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. One (1) original and one (1) copy of the bid shall be submitted in a sealed envelope: (1) addressed to the Township Manager's Office, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey 07444, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "SEALED BID" with the contract title being bid, as fully described in the Notice to Bidders.
- D. It is the bidder's responsibility to present bids to the owner prior to or at the time and at the place designated. Bids must mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section C, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the Owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- **F.** More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
- G. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- H. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must be signed in the partnership name by one of the members of the
 partnership or by an authorized representative, followed by the signature and designation of the
 person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of
 the State in which incorporated and must contain the signature and designation of the president,
 secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
 - N.J.S.A. 2C:21-34 et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.
- J. Pay-to-Play Disclosure Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC)

pursuant to *N.J.S.A.* 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.nj.gov.

K. Bid packages are available from the Office of the Township Manager unless otherwise indicated in the Notice to Bidders.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an \boxtimes on the submission checklist, shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE

If required, Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to *N.J.S.A.* 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to *N.J.S.A.* 40A:11-21.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid. Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), do not meet the statutory requirements of N.J.S.A. 40A:11-21 and shall be cause for rejection of the bid.

B. CONSENT OF SURETY

If required, Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the Owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to *N.J.S.A.* 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

C. PERFORMANCE BOND

If required, the successful bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The Performance Bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to *N.J.S.A.* 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to *N.J.S.A.* 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND

If required, the successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a Labor and Material (Payment) Bond with the Performance Bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND

If required, upon acceptance of the work by the Owner and prior to release of the Performance Bond and any retainage held by the Owner, the contractor shall submit a Maintenance Bond, pursuant to *N.J.S.A. 40A:11-16.3*, in an amount not to exceed 15 % of the project costs guaranteeing against defective quality of work or materials for the period of: ____1 year or ____2 years. A MAINTENANCE BOND IS NOT REQUIRED FOR THE POMPTON RIVER DE-SNAGGING PROJECT

III. INTERPRETATION, ADDENDA AND DISCREPANCIES

- **A.** The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Contracting Agent with a copy to the Engineer/Architect no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to *N.J.S.A.* 40A:11-13. In the event the bidder fails to notify the Owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the Contracting Agent. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
- D. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.
- E. Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from an email at the @peqtwp.org domain and/or confirmed facsimile transmission. It is recommended that bidders include this domain in the recipient email's contact list to ensure it is not routed to a junk or spam email folder.

F. Discrepancies in Bids

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Owner of the extended totals shall govern.

- **G.** Alternate Bids and Unit Prices for the various portions of work or Contracts shall be as stated in other Sections of the Specifications.
 - The Owner reserves the right to award a Contract based upon the possible inclusion of one or more
 alternate bids. The amounts of the alternate bids shall include any and all modifications to related,
 adjacent or surrounding work made necessary by use of such alternate bids. No conditions,
 limitations or provision may be placed on a bid.

H. Optional Pre-Bid Conference

If stated in the Notice to Bidders and checked below:

A Pre-Bid Conference will not be held. Bidders may fa	amiliarize themselves with the site at their
convenience.	
$\hfill \square$ A pre-bid conference for this proposal will be held on $\hfill \square$	
Attendance is not mandatory, but is strongly recommended	ed. Failure to attend does not relieve the
bidder of any obligations or requirements.	

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
- C. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- D. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an \boxtimes shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions. Coverage shall not be terminated unless and until the Owner shall have acknowledged in writing to the Contractor that the Owner's insured have placed permanent insurance for the facility. All other policies required under this Contract shall remain in effect in full force and effect until the Contractor's Maintenance Bond, if required, has been released.

A. INSURANCE REQUIREMENTS

Worker's Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to *N.J.S.A.* 34:15-12(a) and *N.J.A.C.* 12:235-1.6. Policy shall ensure coverage for all of the Contractor's employees directly or indirectly engaged in the performance of this contract. This insurance shall have an Employer's Liability Insurance limit of not less than \$1,000,000 for Bodily Injury by accident, \$1,000,000 for occupational disease and \$1,000,000 aggregate limit.

General Liability insurance shall be provided with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$2,000,000 general aggregate for property damage, and shall be maintained in full force during the life of the contract. The Commercial General Liability Insurance shall include the Broad Form Property Damage Liability Endorsement, as well as coverage for explosion, collapse and underground (XCU) hazards as completed operations and products liability coverage. Blanket Contractual Liability Insurance must include, expressing insuring the Contractor's liability for occurrences assumed by the Contractor under this Contract.

□3. Automotive Liability Insurance

Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 for any one person and \$1,000,000 for any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in full force during the life of the contract.

Liability Insurance with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage.

□ 5. Umbrella Liability Insurance

Umbrella Liability Insurance coverage of at least as broad as that provided by the Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance required above, with a limit of not less than \$5,000,000 combined single limit for bodily injury and property damage.

⊠ 6. Builder's Risk Insurance

Builder's Risk Insurance covering the project under construction in an amount equal to the accepted bid price of the Contract. The insurance shall cover all risks of physical loss and damage including but not limited to theft, vandalism and malicious mischief, collapse, earthquake, flood and water damage, and shall include damages, losses of expenses arising out of or resulting from any insured loss incurred in the repair or replacement of any insured property (including but not limited to the fees and charges of engineers, architects, attorneys, and other professionals). The insurance may have a deductible not to exceed \$5,000 which may be borne by the Contractor.

7. Other Forms of Insurance required in these bid specifications.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Owner as a Certificate Holder and as an Additional Insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Owner as an additional insured.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the Owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from a) negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and, b) the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

- **D.** Subcontractor's shall be required by the Contractor to provide the same type of insurance as required of the principal Contractor, but within the limits as follows:
 - 1) Worker's Compensation and Employer's Liability Insurance \$500,000
 - 2) Commercial General Liability Insurance \$1,000,000
 - 3) Comprehensive Automobile Liability Insurance \$1,000,000

The contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained submitted and approved by the Township. Approval of the insurance by the Township shall not relieve or decrease the liability of the Contractor hereunder. Certificates and policies of insurance covering each subcontractor shall also be filed with

the Township before any work is begun by a subcontractor and shall expressly state the same indemnification language as indicated above.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- **A.** The Owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for New Jersey State Sales and Use Tax that are included in any invoices.
- B. Estimated Quantities (Open-End Contracts): The Owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to *N.J.A.C.* 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the Owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
- E. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the Owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of *N.J.S.A.* 10:5-31 et seq. and *N.J.A.C.* 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (hereafter "Division") and provided below. The contract will include the language included in this specification.

1. Construction Contracts

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner and the Division.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

- Complete Form AA-201 (Initial Project Workforce Report).
- ii. This report must be submitted to the Owner after notification of award but prior to signing a contract.

iii. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

B. NEW JERSEY ANTI-DISCRIMINATION

The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to *N.J.S.A.* 10:2-1 as included in this document.

C. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided in this specification. The contractor is obligated to comply with the Act and to hold the Owner harmless for any violations committed under the contract.

D. STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

E. PROOF OF BUSINESS REGISTRATION

Pursuant to *N.J.S.A.* 52:32-44, the Owner ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- 1. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- 2. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- 3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this

regard can be directed to the Division of Taxation at 609-292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to *N.J.S.A.* 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts. For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

F. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to *N.J.S.A.* 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

G. AMERICAN GOODS AND PRODUCTS RO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.I.S.A. 40A:11-18.

If indicated by a \boxtimes on the Document Checklist, the following items are mandatory requirements of the bid proposal and contract.

H. DOCUMENT CHECKLIST

Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.

I. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

J. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels (www.nj.gov/health/workplacehealthandsafety/right-to-know).

K. PREVAILING WAGE ACT

Pursuant to *N.J.S.A.* 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a

failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in *N.J.A.C.* 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at http://lwd.dol.state.nj.us/labor/wagehour/wagehour/wagerate/pwr_construction.html.

L. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub- contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

M. EQUIPMENT CERTIFICATION

Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.I.S.A. 40:11-20)

VIII. METHOD OF CONTRACT AWARD

- **A.** A bid which does not conform with the requirements of Form of Bids or which contains any addition, condition or other irregularity is subject to the Owner's rights set forth below.
- B. The Bidder acknowledges the right of the Owner to conduct a Bid verification Meeting(s) with the apparent low bidder(s) prior to contract award. The purpose of the meeting is to review in detail the requirements of the Contract Documents in order to verify the Bidder's understanding of the project, and evaluate the validity of the bid and the bidder's ability to meet the requirements of the Contract in accordance with his bid. The bidder further acknowledges the Owner's right of bid evaluation set forth below and the intention to make a written record of the Bid Verification Meeting a part of the written Agreement/Contract with the Owner.
- C. Should the bidder refuse to participate in the bid verification process or to subsequently enter into such Contract or fail to furnish the required bonds and insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- D. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of *N.J.A.C.* 5:30-5.1 *et seq.*, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see SECTION X, TERMINATION OF CONTRACT, Sub-section E, for additional information.
- E. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

- F. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- G. The owner may also elect to award the contract on the basis of unit prices.
- H. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.
- I. Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

IX. CAUSES FOR REJECTING BIDS

The Owner reserves the right to waive any minor irregularities or informalities in the bids and accept the bid, which in the Owner's judgment will best serve its interests. Bids may be rejected for any of the following reasons.

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the Owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the Owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the Owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the Owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the Owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- **D.** In case of default by the contractor, the Owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the Owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new Owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Owner.

- **H.** The Owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the Owner is conditioned upon the availability of Owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the Owner at the end of any particular fiscal year may terminate such services. The Owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

XI. PAYMENT

- **A.** No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- C. The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 - 1. Deliverables not complying with the project specification;
 - 2. Claims filed or responsible evidence indicating probability of filing claims;
 - 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

D. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

E. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS

Prime Contractor shall be paid according to the guidelines set forth in N.J.S.A. 2A:30A-1 et seq. provided:

- The contractor has performed in accordance with the contract; and
- The work has been approved and certified by the Township's authorized representative, and
- That a written statement identifying any discrepancies in the work has not been sent by the Township to the contractor explaining any amount withheld and the reason for withholding payment.
- 4. If any or all of the work associated with this bill is disputed, the portion of work which is not being questioned shall be paid in accordance with *N.J.S.A.* 2*A:*30*A-1* et seq. A written explanation of any discrepancies shall be sent to the contractor no more than twenty days from the billing date.

If the foregoing conditions have been met, the Township shall pay the bill not more than thirty (30) calendar days after the billing date, or after the next Council Meeting date, whichever is less.

XII. OTHER PROVISIONS

- A. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 - 1. Not use or disclose protected health information other than as permitted or required by law
 - 2. Use appropriate safeguards to protect the confidentiality of the information
 - 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the Owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- B. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the Owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.
 - The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the Owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows and Microsoft Office Suite 2010 or greater.
- C. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- D. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
- E. When Required Criminal Background Checks, Harassment, Intimidation and Bullying
 - 1. After award of the contract, but before the commencement of work under the contract, the contractor shall provide proof to the Owner that each worker assigned to a project involving contact with children has had a criminal history background check, and that said check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Identification which would disqualify said employee from employment. Failure to provide proof of a criminal history background check for any employee at a school location will be deemed a breach of contract by the Contractor.
 - 2. If it is discovered during the course of the contract that either: (a) an employee with disqualifying criminal history record information on file or (b) any employee who has not had a criminal history

background check is working at a contract school location, said employee is to be immediately removed by the Contractor. Failure to immediately remove said employee either upon notification by the Owner or discovery by the contractor shall constitute a material breach of contract. Proof of clearance by the Department of Education or a temporary waiver pending receipt of qualification to work from the Department of Education shall provide proof to the Owner prior to assignment and commencement of work of each employee.

- 3. Pursuant to P.L. 2010, c.122, all contracted service providers, defined as any organization that is a party to a contract or agreement for services with the Owner, and all employees of contracted service providers are required to comply with the provisions of the Owner's anti-bullying policy. Contracted service providers and their employees shall verbally report any act of harassment, intimidation or bullying of a student on the same day on which the act was witnessed, or on the same day on which reliable information that a student has been subject to harassment, intimidation or bullying was received, and shall report the same in writing within two (2) school days. All verbal and written reports of harassment, intimidation or bullying of a student shall be made to the school principal or to any school administrator or safe schools resource officer. Reports may be made anonymously in accordance with the reporting procedure as set forth in the anti-bullying policy. The Owner shall provide to all contracted service providers and their employees a copy of the Owner's anti-bullying policy and information regarding the policy.
- F. Retainage Retainage in an amount of 2% of the contract amount will be withheld until such time as the Township and/or the Township's identified representative has determined that the work has been completed to such a point that it may be released.

TOWNSHIP OF PEQUANNOCK, NEW JERSEY VENDOR INFORMATION SHEET

COMPANY NAME: Grade Construction	
ADDRESS: 110 Pennsylvania Ave, Paterson, NJ	07503
PHONE NUMBER: 973-925-4021	
FAX NUMBER: 973-782-5958	
FEDERAL I.D. NUMBER: 03-0502857	
NAME OF PERSON PREPARING BID: Chris S	
PHONE NUMBER: 973-925-4021	EXT. N/A
CONTACT PERSON FOR CORRESPON	
NAME: Ralph Diaco	
ADDRESS: 110 Pennsylvania Ave, Paterson, NJ	07503
PHONE: 973-925-4021	FAX NUMBER: 973-782-5958
E-MAIL ADDRESS:ralph@gradeconstruction.i	net
PROJECT CO	ORDINATOR
COMPANY NAME: Grade Construction	
ADDRESS: 110 Pennsylvania Ave, Paterson, NJ	07503
PHONE NUMBER: 973-925-4021	
CELL PHONE NUMBER:	
072 702 5050	
D.I.I.D.	
EMAIL ADDRESS: ralph@gradeconstruction.nd	



AS A PROFESSIONAL COURTESY,

PLEASE PLACE HERE

A PHOTOCOPY OF

NEW JERSEY

BUSINESS REGISTRATION

CERTIFICATE

&

NEW JERSEY PUBLIC WORKS
CONTRACTOR REGISTRATION
CERTIFICATE (IF APPLICABLE)
FOR THE PRINCIPAL BIDDER

(REVISED 4/10)

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. 7:27-1.1 et seq.

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 targeted employment goal prescribed by *N.J.A.C.* 17:27-7.2; provided, however, that the Department of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Department of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with *N.J.A.C.* 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to *N.J.S.A.* 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior

to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - 1) To notify the public agency compliance officer, the Department of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C.* 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - 3) Prior to commencement of work, to request 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;
 - 5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - i. The contactor or subcontractor shall interview the referred minority or women worker.
 - ii. If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of LWD, Construction EEO Monitoring Program. 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.

- iii. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Department of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- iv. If, for any reason, said contractor or subcontractor determines that a minority individual or a 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 Department of LWD, Construction EEO Monitoring Program.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Department of LWD, Construction EEO Monitoring Program and submitted promptly to the Department of LWD, Construction EEO Monitoring Program upon request.
- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprentice- ship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ 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 Department of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Department of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with *N.J.A.C.* 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Department of LWD, Construction EEO Monitoring Program, 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 Department of LWD, Construction EEO Monitoring Program as may be requested by the Department of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to *N.J.A.C.* 17:27-1.1 et seq.

AFFIRMATIVE ACTION COMPLIANCE AFFIDAVIT

N.J.S.A. 10:5-31 et seq. and N.J.A.C.17:27

CONSTRUCTION CONTRACTS

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following: www.nj.gov/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the Owner.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Owner and the Division. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The Owner shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

- 1. Complete Form AA-201 (Initial Project Workforce Report).
- 2. This report must be submitted to the Owner after notification of award but prior to signing a contract.
- 3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the Owner and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

The undersigned vendor 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 undersigned contractor 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.

COMPANY: Grade Construction	SIGNATURE:
PRINT NAME: Ralph Diaco	TITLE: President
DATE: 09/23/20	

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (*C.18A:18A-51 et seg.*).

The undersigned contractor 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. 10:2-1 et seq.

COMPANY: Grade Construction	SIGNATURE:
PRINT NAME: Ralph Diaco	TITLE: President
DATE: 9/23/2020	

AMERICANS WITH DISABILITIES ACT OF 1990

Equal Opportunity for Individuals with Disability

The contractor and the Township of Pequannock, (hereafter "Township") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract.

In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act.

The contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township, or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq).

COMPANY: Grade Construction	SIGNATURE:
PRINT NAME:Ralph Diaco	TITLE: President
DATE: 9/23/2020	

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Statement Shall Be Included with All Bid and Proposal Submissions

Name of Business:	Grade Construction	
Address of Business	110 Pennsylvania Ave, Paterson, NJ 07503	
Name of person com	pleting this form: Ralph Diaco	

N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of 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.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. 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 in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

PART I		
Check the box that represents the type of business organization:		
Sole Proprietorship (skip Parts II and III, sign and notarize at the	end)	
☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)		
☐ Partnership ☐ Limited Partnership ☐ Limited	Liability Partnership	
Limited Liability Company		
☐ For-profit Corporation (including Subchapters C and S or Profes	sional Corporation)	
Other (be specific):		
PART II		
I certify that the list on the next page contains the names and add in the corporation who own 10 percent or more of its stock, of any partners in the partnership who own a 10 percent or greater members in the limited liability company who own a 10 percent of as the case may be.	class, or of all individual interest therein, or of all	
OR		
☐ I certify that no one stockholder in the corporation owns 10 per of any class, or no individual partner in the partnership owns interest therein, or that no member in the limited liability compare greater interest therein, as the case may be.	s a 10 percent or greater	

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

	necessary, complete the list below. (Please attach			
additional sheets if more space is needed):	1) / /			
Name: Ralph Diaco 100%	Name:			
Home Address:	Home Address:			
110 Fellisylvallia Ave, I aterson, 14) 07505	<i>1</i>			
Name:	Name:			
Home Address:	Home Address:			
Name:	Name:			
Home Address:	Home Address:			
				
Name:	Name:			
Home Address:	Home Address:			
and the second s				
Name:	Name:			
Home Address:	Home Address:			
A.T.	Name			
Name:	Name:			
Home Address:	Home Address:			

CONTINUED ON NEXT PAGE

STATEMENT OF OWNERSHIP OWNERSHIP DISCLOSURE CERTIFICATION FORM (CONTINUED)

Required pursuant to N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

PART III

Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

Pages attached with name and address of each publicly traded en and address of each person that holds a 10 percent or greater be	ntity as well as the name meficial interest.
OR	
☐ Submit here the links to the Websites (URLs) containing the last a	annual filings with
the federal Securities and Exchange Commission or the foreign e	quivalent.
AND	
X Submit here the relevant page numbers of the filings containing person holding a 10 percent or greater beneficial interest.	the information on each
Ralph Diaco 100%	
	The state of the s
Subscribed and sworn before me this	
23 day of <u>September</u> , 202 <u>0</u> Affiant Signature	
Robert G. Janecek	1 . /
Notary Public of New Jersey Ralph Diago, President Property June 4, 2022	··· /
Notary Public of New 30105, President Notary Publishy Commission Expires June 4, 2022 Affiant Name and T	itle/
Commission Expires Land James	
) ()	eal, if appropriate)

END OF STATEMENT OF OWNERSHIP

ACKNOWLEDGEMENT OF PRINCIPAL

	STATE OF_ New Jersey)
	COUNTY OF Passaic) SS:
	IF A CORPORATION
	BE IT REMEMBERED, that on this 23 day of September in the year 2020. AND before me, the subscriber, a Notary Public of the State of New Jersey personally appeared who, being by me duty sworn on his/her oath, doth depose and make proof to my satisfaction the he is the Secretary or Assistant Secretary of Grade Construction the Corporation named in the within Instrument; that Ralph Diaco is the President of said Corporation; that the execution, as well as the making of this Instrument has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporation seal of said Corporation; and the seal affixed to said Instrument is such Corporation seal and was thereto affixed and said Instrument signed and delivered by said President, as and for h voluntary act and deed and as and for the voluntary act and deed of said Corporation; in presence of deponent, who thereupon subscribed his/her name thereto
	as witness.
	Signature of Secretary or Signature of Assistant Secretary
	IF A PARTNERSHIP
	Sworn to and subscribed before me, a Notary Public in the State of
E	Signature
	IF AN INDIVIDUAL
	Sworn to and subscribed before me, a Notary Public in the State of
	Signature
ž,	Subscribed and sworn to before me this 23 day of September , 2020
му С	Robert G. Janecek Notery Plantion New Jersey Commission Expires June 4, 2022 Commission Expires: (Notary Stamp/Seal)

PRINCIPAL SUBCONTRACTOR DECLARATION

The bidder if awarded the contract must perform a minimum of fifty (50%) of the work by their own forces and the bidder shall not broker or sublet any portion of the contract that would exceed fifty (50%) of the Total Contract Price. The bidder must list any and all subcontractors expected to be used in the performance of this contract with the expected contract price for the subcontractor, which shall be consistent with the unit prices contained within this proposal. Failure to list the subcontractor and/or contract price shall deem this proposal unresponsive and incomplete and rejected by the Township. The Bidder shall set forth the Nature of Work for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract.

The bidder shall be required to supply other required forms for each subcontractor, including but not limited to, the subcontractor's Statement of Ownership and Certificate of Employee Information, by or before contract execution.

The undersigned bidder declares that the subcontractors listed below will be used as subcontractors to complete certain portions of the work in this project. The bidder shall not list alternate subcontractors.

SUBCONTRACTOR NAME	<u>ADDRESS</u>	NATURE OF WORK	CONTRACT PRICE
None ——			
☐ CHECK HERE IF NO SU	UBCONTRACTORS	S WILL BE USED ON THIS	PROJECT
ATTACH ADDITIONAL SH	ODETEC HE NIE CIECE	NDV	
ATTACH ADDITIONAL SH	LEISH NECESSA		
NAME OF BIDDER: Grade	Construction		
ADDRESS: 110 Pennsylvani	ia Ave, Patersøn, NJ	97503	
BIDDERS SIGNATURE:/		<i>f</i>	9/23/2020

A-27

AS A PROFESSIONAL COURTESY, PLEASE PLACE HERE A PHOTOCOPY OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

&

NEW JERSEY PUBLIC WORKS
CONTRACTOR REGISTRATION
CERTIFICATE (IF APPLICABLE)

FOR ALL PRINCIPAL
SUBCONTRACTORS LISTED ON
PREVIOUS PAGE

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey)		
COUNTY OF Passaic) SS:		
I, Ralph Diaco (name of affiant)	residing inPater	rson
(name of affiant)	8	(name of municipality)
in the County of Passaic	and 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 ofGra	ide Construction
(title or position)		(name of firm)
	the bidder making thi	is Proposal for the proposal entitled
Rebid - Pompton River De-Snagging Project (title of bid proposal)	, and that I ex	ecuted the said proposal with
full authority to do so that said bidder has a participated in any collusion, or otherwise taker connection with the above named project; and the affidavit are true and correct, and made with full the truth of the statements contained in said Project. I further warrant that no person or selling agency contract upon an agreement or understanding for except bona fide employees or bona fide estal	n any action in restrant all statements con knowledge that the To cosal and in the state whas been employed a commission, perce	int of free, competitive bidding in tained in said proposal and in this ownship of Pequannock relies upon ments contained in this affidavit in or retained to solicit or secure such ntage, brokerage, or contingent fee,
Grade Construction		/
	Signature Ralph Diag	
Subscribed and supplied before before this 23 day of November 1 to 1 New Jersey My Commission Expires June 4, 2022		
Notary Public	0	
Commission Expires:		
(Notary Stamp/Seal)		

PREVAILING WAGE COMPLIANCE DECLARATION

(New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended)

The contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963, as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled "Prevailing Wage Rate Determination" are enclosed in Appendix A of these specifications and may be obtained from the New Jersey Department of Labor and Industry. Workers shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Township may terminate the contractor's or subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Township of any sum or sums due to the work, the contractor or subcontractor shall file with the Township, written statements in form satisfactory to the Commissioner of Labor and Workforce Development certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the contractor or subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Workforce Development or his/her duly authorized deputy or representative.

	0			ration) under the laws of	the State of
Nev	v Jersey	h	ving principal offices a	t <u>Paterson</u>	
Bidder	: Grade C	donstruction/	//		
Signatı					
Oigiau	arc.				
Name:	Ralph Di	aco			
Title:	President				
Date:	9/23/2020				

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

[Required pursuant with N.J.S.A, 52-32:55 et seq.]

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ON OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25 (*N.J.S.A. 52-32:55 et seq.*), any person or entity (bidder) that submits a bid or proposal of otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the contracting unit determines that a bidder submits a false certification, the contracting until shall report the name of the bidder to the New Jersey Attorney General, whom shall determine whether to bring a civil action against the person or entity to collect the penalty described in section 5 of P.L. 2012, c. 2012 (*N.J.S.A.* 52:32-59.)

P.L. 2012, c. 2012 (<i>N.J.S.A.</i> 52:32-59.)
PLEASE CHECK NEXT TO APPROPRIATE STATEMENT:
I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the New Jersey Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below. I am unable to certify as indicated above the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assess 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 and/or affiliates, engaging in investment activities in $N.J.S.A.\ 52:32-56(f)$ by completing the boxes below.
Relationship to Bidder:
Description of Activities: Duration of Engagement:
Anticipated Cessation Date:
Bidder/Offeror Contact Name:
Contract Phone Number:

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN (continued) [Required pursuant with N.J.S.A. 52-32:55 et seq.]

ADDITIONAL ACTIVITIES/CONTINUATION SHEETS (Select this if you are including additional activities): If there are additional activities that require disclosure, please provide the description as attachments to the form, following the same format under Part 2. Please number each attachment and affix to this form.
Number of Attachments:
PART 3: 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 below-referenced person or entity. I acknowledge that Grade Construction (fill in the name of the contracting unit) is relying on the information herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of the contract to notify the contracting unit 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 local contracting unit and that the local contracting unit, at its option, may declare any existing contract(s) resulting from this certification void and unenforceable.
Full Name (Print), Ralph Diaco
Signature:
Title: President
Date: 09/23/20
Bidder/Vendor: Grade Construction
Bidder/Vendor Phone Number and/or Contact Information: 973-925-4021

THIS FORM IS $\underline{\text{ONLY}}$ REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

NOTE: Bidders must use this form or its legal equivalent, conforming to N.J.S.A. 40A:11-21. Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), SHALL be cause for rejection of the bid.

BID BOND FORM

(If used, must accompany proposal)

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,	as
Principal, and	as
Surety, are hereby held and firmly bound unto	the TOWNSHIP OF PEQUANNOCK in the penal sum
of	
for the payme	ent of which, well and truly to be made, we hereby jointly
and severally bind ourselves, our heirs, executors, ad	lministrators, successors and assigns.
THE CONDITION OF THE ABOVE OBLIGATION	ON IS SUCH, That, WHEREAS, the Principal has
submitted to the TOWNSHIP OF PEQUANNOCK	a certain Bid attached hereto and hereby made a part hereof,
to enter into a contract in writing for the supplying a	nd furnishing of
NOW, THEREFORE, (a) If said Bid shall be rejected, or, in the	e alternate
completed in accordance with said Bid and Contract, and for the payment of all person	he principal shall execute and deliver a contract properly is shall furnish a bond for his faithful performance of said as performing labor or furnishing materials in connection orm the agreement created by the acceptance of said Bid,
	e same shall remain in force and effect, it being expressly y for any and all claims hereunder shall, in no event, exceed
	d agrees that the obligations of said Surety and its bond shall of the time within which the Obligee may accept such bid; h extension.
	Surety have hereunto set their hands and seals, and such of ORATE SEALS to be hereto AFFIXED and these presents of, 20
	Ву:
Principal/Company	Title:
	Ву:
	Attorney-in-Fact

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To:	
(Owner)	
Re:	
(Contractor)	
(Project Descr	iption)
This is to certify that the	
	(Surety Company)
will provide to	a performance bond in
(Owner)	
the full amount of awarded contract in the event above project.	that said contractor is awarded a contract for the
(CONTRACTOR	R)
(Authorized Agent of Suret	zy Company)
Date:	

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, or has proof of lease of all the necessary equipment required to accomplish the work described in the specifications. To the extent that said equipment is not currently owned or under lease by the bidder, attached hereto is documentation from that owner or leasing organization that states the equipment will be available as required by the bidder upon award of a contract.

\overline{X} Check here if documentation is	is attached.
Grade Construction	
Name of Bidder	
Signature of Authorized Representative	
Ralph Diaco	
Name	
09/23/20	
Date	
7	

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL

NOTE: Bidders must complete this form in its entirety to have the bid considered complete. Bid may be rejected as non-responsive and incomplete should this form not be completed in its entirety. Contractor's attachment will not be accepted.

Previous work of similar nature completed	within the last five (5) years (list five):
1. Town/Utility	Phone No
Town/Business Address:	
Type of Work:	
Contract Price: \$	Extra Work: \$
Approximate Date of Award:	Completion Date:
Was Contract Completed on Time:	
Reason for Late Completion:	
Was Contract-Time Extension Granted:	<u> </u>
Name, Address & Phone No. of Town/Utilit	y's Engineer or Project Manager:
2. Town/Utility	Phone No
Town/Business Address:	
Type of Work:	
Contract Price: \$	Extra Work: \$
Approximate Date of Award:	Completion Date:
Was Contract Completed on Time:	
Reason for Late Completion:	
Was Contract-Time Extension Granted:	
Name, Address & Phone No. of Town/Utilit	y's Engineer or Project Manager:

CONTINUED ON NEXT PAGE

THIS FORM IS ONLY REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

3. Town/Utility	Phone No
Town/Business Address:	
Type of Work:	· Louis in the second s
Contract Price: \$	Extra Work: \$
Approximate Date of Award:	Completion Date:
Was Contract Completed on Time:	
Reason for Late Completion:	
Was Contract-Time Extension Granted:	<u> </u>
Name, Address & Phone No. of Town/Utility'	s Engineer or Project Manager:
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
4. Town/Utility	Phone No.
Town/Business Address:	
Type of Work:	
Contract Price: \$	Extra Work: \$
Approximate Date of Award:	Completion Date:
Was Contract Completed on Time:	<del></del>
Reason for Late Completion:	
Was Contract-Time Extension Granted:	
Name, Address & Phone No. of Town/Utility	's Engineer or Project Manager:

**CONTINUED ON NEXT PAGE** 

## THIS FORM IS $\underline{\text{ONLY}}$ REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

## PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

5. Town/U	tility		Phone 1	No
Town/Busi	ness Address			
Type of Wo	ork:	AAMMINI		
Contract Pr	ice: \$		Extra Work: \$	
Approxima	te Date of Av	vard:	Completion Date:	
Was Contra	act Completed	l on Time:		
Reason for	Late Complet	ion:		, LAWRINGT .
Was Contra	ict-Time Exte	nsion Granted:		
,		, ,	's Engineer or Project Manag	
List approx	imate volum	e of work of similar	completed within the last fi	ve years:
20	\$			
20	\$		HAMMANT	
20	<u></u>		<del></del>	
20				
		y under Contract and		
Project:			Amount: \$	
			Amount: \$	
Project:			Amount: \$	
Project:			Amount: \$	
Project:			Amount: \$	
Project:	··········		Amount: \$	
Project:		***************************************		
Project:				Language
Project:			Amount: \$	
Coneval Re	reinage Rafor	ence (list three)		
	me me	Occupation	Business Address	Telephone No.
		1		2010/210210 2101
·· ——				
3				

CONTINUED ON NEXT PAGE

## THIS FORM IS $\underline{\text{ONLY}}$ REQUIRED IF DENOTED ON THE DOCUMENT CHECKLIST BY AN (X).

## PERFORMANCE RECORD TO ACCOMPANY FORM OF PROPOSAL (CONTINUED)

Number of Permanently Employ	red Persons in your Organization	n:	
Have you ever failed to complete	e a project in the last five years?	Yes 🗌 No 🛚	l
If you answered Yes, Where?	N/A		
It is understood and agreed that and expense of the maker; is given make available to the Township for the maker on behalf of the maker the maker of the right to bid on sa	en in consideration of the agreen for bidding purposes, and no rig against the Township of Pequa	ment of the Township hts, causes or claims	o of Pequannock to at law or in equity
	F	Ralph Diaco	
	(	Owner	
	(	Grade Construction	1
	(	Company Name	
	1	110 Pennsylvania A	ve, Paterson, NJ 07503
	_	Address 973-925-4021	<del></del> ,
	Y	Velephone Nýmber	
			9/23/2020
		Signature	Date

## CERTIFICATION OF BIDDER'S STATUS ON THE STATE TREASURER'S LIST OF DEBARRED, SUSPENDED AND DISQUALIFIED CONTRACTORS

STATE	OF New Jersey					
COUNT	Y OF Passaic					
I, <u>Ral</u> one) of <u></u>	ph Diaco Paterson	of the City) Town/Township/Borough/Village (circle in the State of New Jersey				
	, of full age, being duly sworn a	ccording to law on my oath depose and sat that:				
	I am Ralph Diaco  project; with full authority to dethis bid included on the State Disqualified Bidders.	of the firm of Grade Construction , the bidder making the Proposal for the attached named o so; and that said bidder is not now at the time of submission of e of New Jersey Treasurer's List of Debarred, Suspended and				
	The undersigned further warrants that should the name of the firm 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 the Guarantee Period, that the Owner shall be immediately so notified by the signatory of this eligibility Affidavit.					
	suspension and/or disqualificat of Environmental Protection if	hat the firm making the bid as a Contractor is subject to debarment, tion in contracting with the State of New Jersey and the Department the Contractor, pursuant to <i>N.J.A.C. 7:15-5.2</i> , commits any of the nined to applicable law and regulation.				
Ву: І	Ralph Diaco Deponent's Name	Date: 9/23/2020				
	President /					
	Deponent's Titl	le Control of the Con				
23 d. Robert G. J Notary Public of	New Jersey	20				
My Commissi內框架	MASHLING 4, 2022	X & Janeels				
Commi	ssion Expires:	_ //				
(Notary	Stamp/Seal)					

## TOWNSHIP OF PEQUANNOCK ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

[Required pursuant with N.J.S.A 40A:11-23.2(e)]

Dated

Acknowledge Receipt

(Bidder Initial)

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number

President

Date: _

9/23/2020

X No addenda w		struction		
O	7 11	(Name of Bid	der/Company)	
Ву:				
(Sign	nature of Author	ized Representat	ive)	
Name: Ralph	Diaco		)	
	/ (Rrint	or Type)		

## SPECIAL CONDITIONS AND EXCEPTIONS TO INSTRUCTIONS TO BIDDERS / STATUTORY REQUIREMENTS – If Required

TIME OF COMPLETION: The contract period for work to be complete will be ninety (90) days, weather permitting. Additional time may be permitted, upon request from the contractor, at the sole discretion of the Township of Pequannock.

## TOWNSHIP OF PEQUANNOCK POMPTON RIVER DE-SNAGGING PROJECT PROPOSAL PAGE

Proposer Name:	Grade Construction		AMBRIDA .	
Address of Firm:	110 Pennsylvania Ave	e. Paterson, NJ 07503		<del>.</del>
Phone Number:	973-925-4021	Fax Number: _	973-782-59	58
Print Name: Ralph	Diaco	Title:Presider	nt	
Services attached; th Bidding Documents this proposal is accep services necessary t Contract to perform	eclares that he/she read at he/she has examined the and has determined the coted, to furnish and delive o complete the required the Work of the Sum of:	he places of the work ar conditions affecting the er all labor, material, equ scope of work, and h	nd all matters proposal and uipment, tran ereby offer	referred in the dagrees that, if sportation and to enter into a
Base Bid One Hund	red Eight Thousand Five l	Hundred Eighty Nine L	Joliars and Fo	dollars
(\$_\$108,589.43	) in lawful mone	ey of the United States	of America.	
`	scribed in the Descriptions sand Seven Hundred Fort	·	ty Six Cents	dollars
(\$_\$99,741.36  All exceptions to the proposer does not so	in lawful mone	ey of the United States of be included with the she must meet all requ	proposal sulirements.	omitted. If the
Signature of Author	ized Agent	Date		
	)	Seal, if applicable)		

## SECTION B PREVAILING WAGE RATE DETERMINATION

This project is subject to the payment of prevailing wages. Current information on prevailing wage rates is available at: <a href="https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html">https://www.nj.gov/labor/wagehour/wagerate/CurrentWageRates.html</a>

## APPENDIX I NJDEP PERMIT AND SOIL CONSERVATION DISTRICT PERMIT



STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF LAND USE REGULATION
Mail Code 501-02A, P.O. Box 420, Trenton, New Jersey 08625-0420
Telephone; (609) 777-0454 or Fax: (609) 777-3656
www.nj.gov/dep/landuse



## PERMIT

The account near with the laws to integral at the Stilles Sti Protection Thereby grants this, psynitting perform the su- with a discounts examples subject to the terms conductor	o((Mbles described below) Disspermit is revocable a	Apploval Date 106/20/2020
pagas for the puppost of this document ber authorization avaiver etc. Violatou of this deplie of the implementing rules and my subject the permitted	mil -{	Expiration Date - 05/49/2025
Permit Number:	Type of Approvals:	Governing Rules:
0000-11-0031.2 LUP200001	PHA GP1 Channel Cleaning Under Stream Cleaning Act	N.J.A.C. 7:13-1.1(b)
	· ·	
Permittee:	Site Location;	
Township of Pequannock	Block(s),&Lot(s);e[N/A, N/	
99 Alexander Ave	Municipality, Pequannock I	Township
Pompton Plains, NJ 07444	County: Morris	
Description of Authorized Activities:		
This permit authorizes the de snagging include	ing removal of fallen trees branches; limbs	andstrees leaning 45 degrees or
more over the channel, and removal of trash	land debris from the Rompton River sat thi	Nocations depicted in the plan
referenced in the permit documents.		
and the second second		
Prepared by:		Received and/or Recorded by
Neelofar Qureshi		County Clerk:
If the permittee undertakes any regulated activity; permit, such action shall constitute the permittee's,	acceptance of the permit livits entirety as well	4.0°
as the permittee's agreement to abide by the require	ments to the permittand afficient therein.	.:
This permit is not valid t	mless authorizing signature appears on the	Instipage:

## STATEMENT OF AUTHORIZED IMPACTS:

The authorized activities allow for the permittee to undertake impacts to regulated areas as described below. Additional impacts to regulated areas without prior Department approval shall constitute a violation of the rules under which this document is issued and may subject the permittee and/or property owner to enforcement action, pursuant to N.J.A.C. 7:13-2.1

RipatianZone Yegelation	Auepofupauguzone (Aues)
Pedminjont of Distribution	0.0
Lempolary C.L. Distributed	0.4 acres

## SPECIAL CONDITIONS:

- Construction equipment shall not be stored within any channel, freshwater wetland or transition area and access through the channel and the staging of equipment within the channel shall be the minimum necessary to remove debris.
- 2. This authorization includes discrete access points as identified on the approved plans, any additional access points identified during the removal work shall be authorized in writing by the Division of Land Use Regulation prior to disturbance of vegetation and accessing through those locations.
- 3. In order to protect warm water fish species within the Pompton River; any proposed activities within the River are prohibited May 1 through July 31 of each year. In addition, any activity within the 100-year floodplain or flood hazard area of this watercourse which would introduce sediment into said River or which could cause more than a minimum increase in the natural level of turbidity is also prohibited anytime, but especially during this period. The Department reserves the right to require additional soil conservation measures if it becomes evident that additional soil conservation measures are required to protect State regulated resources or to suspend all regulated activities on-site should it be determined that the applicant has not taken proper precautions to ensure continuous compliance with this condition.
- 4. The applicant is responsible for the removal and the disposal of all debris to an offsite non-regulated upland area. No debris, concrete, soil or rock is to be disposed of within the River, flood hazard areas, freshwater wetlands and/or freshwater wetland transition areas. The temporary staging and dewatering of material may occur within actively disturbed areas until removal to offsite, non-regulated upland areas.
- 5. The Division has determined that the riparian zone required adjacent to this portion of the Pompton River is 50 feet. This permit'allows the disturbance as shown on the approved plans. All temporarily disturbed riparian zone, specifically for access and staging shall be stabilized and reseeded with a riparian seed mix where applicable, upon completion of work. If tree removal is required it must be authorized in writing by the Division of Land Use Regulation prior to disturbance and revegetation of the area may be required.

- 11. The issuance of a permit does not relinquish the State's tidelands ownership or claim to any portion of the subject property or adjacent properties.
- 12. The issuance of a permit does not relinquish public rights to access and use tidal waterways and their shores.
- 13. The permittee shall allow an authorized representative of the Department, upon the presentation of credentials, to:
  - i. Enter upon the permittee's premises where a regulated activity, project, or development is located or conducted, or where records must be kept under the conditions of the permit;
  - ii. Have access to and copy, at reasonable times, any records that must be kept under the conditions of "the permit; and
  - iii. Inspect, at reasonable times, any facilities, equipment, practices, or operations regulated or required under the permit. Failure to allow reasonable access under this paragraph shall be considered a violation of this chapter and subject the permittee to enforcement action.
- 14. The permittee shall not cause or allow any unreasonable interference with the free flow of a regulated water by placing or dumping any materials, equipment, debris or structures within or adjacent to the channel while the regulated activity, project, or development is being undertaken. Upon completion of the regulated activity, project, or development, the permittee shall remove and dispose of in a lawful manner all excess materials, debris, equipment, and silt fences and other temporary soil erosion and sediment control devices from all regulated areas.
- 15. The permittee and its contractors and subcontractors shall comply with all conditions, site plans, and supporting documents approved by the permit.
- 16. All conditions, site plans, and supporting documents approved by a permit shall remain in full force and effect, so long as the regulated activity, project, or development, or any portion thereof, is in existence, unless the permit is modified pursuant to the rules governing the herein approved permits.
- 17. The permittee shall perform any mitigation required under the permit in accordance with the rules governing the heroin approved permits.
- 18. If any condition or permit is determined to be legally unenforceable, modifications and additional conditions may be imposed by the Department as necessary to protect public health, safety, and welfare, or the environment.
- 19. Any permit condition that does not establish a specific timeframe within which the condition must be satisfied (for example, prior to commencement of construction) shall be satisfied within six months of the effective date of the permit.
- 20. A copy of the permit and all approved site plans and supporting documents shall be maintained at the site at all times and made available to Department representatives or their designated agents immediately upon request.
- 21. The permittee shall provide monitoring results to the Department at the intervals specified in the permit.
- 22. A permit shall be transferred to another person only in accordance with the rules governing the herein approved permits.

- 23. A permit can be modified, suspended, or terminated by the Department for cause.
- 24. The submittal of a request to modify a permit by the permittee, or a notification of planned changes or anticipated noncompliance, does not stay any condition of a permit.
- 25. Where the permittee becomes aware that it failed to submit any relevant facts in an application, or submitted incorrect information in an application or in any report to the Department, it shall promptly submit such facts or information.
- 26. The permittee shall submit written notification to the Bureau of Coastal and Land Use Compliance and Enforcement, 401 East State Street, 4th Floor, PO Box 420, Mail Code 401-04C, Trenton, NJ 08625, at least three working days prior to the commencement of regulated activities.

## APPROVED PLAN:

The drawing hereby approved is prepared by H2M Associates, Inc., dated February 17, 2020, unrevised, and entitled:

"NJDEP PERMIT PLAN DESNAGGING FOR A SECTION OF THE POMPTON RIVER TOWNSHIP OF PEQUANNOCK MORRIS COUNTY, NJ", sheet 1 of 1.

## APPEAL OF DECISION:

Any person who is aggrieved by this decision may submit an adjudicatory hearing request within 30 calendar days after public notice of the decision is published in the DEP Bulletin (available at www.nj.gov/dep/bulletin). If a person submits the hearing request after this time, the Department shall deny the request. The hearing request must include a completed copy of the Administrative Hearing Request Checklist (available at www.nj.gov/dep/landuse/forms.html). A person requesting an adjudicatory hearing shall submit the original hearing request to: NJDEP Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, Mail Code 401-04L, P.O. Box 402, 401 East State Street, 7th Floor, Trenton, NJ 08625-0402. Additionally, a copy of the hearing request shall be submitted to the Director of the Division of Land Use-Regulation at the address listed on page one of this permit. In addition to your hearing request, you may file a request with the Office of Dispute Resolution to engage in alternative dispute resolution. Please see www.nj.gov/dep/odr for more information on this process.

If you need clarification on any section of this permit or conditions, please contact the Division of Land Use Regulation's Technical Support Call Center at (609) 777-0454.

5-20-20,20

Approved By:

Dennis Contois, Supervisor

Division of Land Use Regulation

e: Municipal Clerk, Pequannock Township

"Municipal Construction Official, Pequannock Township "
Agent (original) – Carmela Schommer

## MORRIS COUNTY SOIL CONSERVATION DISTRICT



30 Schuyler Place P O Box 900 Morristown NJ 07963-0900

Ph.: 973-285-2953 Fax: 973-285-8345 www.MCSCD.org

## SOIL EROSION AND SEDIMENT CONTROL PLAN RE-CERTIFICATION

In accordance with the "Soil Erosion and Sediment Control Act", Chapter 251, Public Laws of 1975, the Morris County Soil Conservation District hereby certifies the subject plan does conform to the standards for Soil Erosion and Sediment Control in New Jersey promulgated pursuant to the Act.

Name of Project: Various Rivers De-Silting & De-Snagging

Street and Municipality: Township of Pequannock

Block: ____ Lot(s): ____ Application No: 2015-9576

NOTE: FAILURE TO COMPLY WITH ANY OF THE PROVISIONS OUTLINED BELOW WILL RESULT IN A DISTRICT ENFORCEMENT ACTION AND ADDITIONAL FEES FOR REPEATED SERVICES

All revision of the subject plan, Engineer's Project No. <u>BPLK1402</u> Original Plan Date: <u>March 3, 2015</u> Last Plan Revision Date: <u>————</u> after certification will void this approval and must be forwarded to this office.

Any conveyance of the project (or portion thereof) will transfer full responsibility for compliance to subsequent owner(s). This District must be notified in writing of any change of ownership.

A written notification indicating the start of land disturbance must be submitted to this District 48 hours in advance.

Prior to the issuance of a "Certificate of Occupancy" by the municipality, the "Soil Erosion and Sediment Control Act", N.J.S.A. 4:24-49 requires this District issue a "Report of Compliance" with the provisions of the certified plan for permanent measures to control soil erosion and sedimentation.

This certification is limited to the controls in this plan. It is not authorization to engage in the proposed land use unless such use has been previously approved by the municipality or other controlling agency.

MORRIS COUNTY SOIL CONSERVATION DISTRICT

**RE-CERTIFICATION DATE: August 22, 2018** 

Chair or Representative

**EXPIRATION DATE: February 22, 2022** 

Member – New Jersey Association of Conservation Districts
National Association of Conservation Districts

**RE- CERTIFICATION LETTER** 

NOTE: Bidders must use this form or its legal equivalent, conforming to N.J.S.A. 40A:11-21. Submission of the AIA Document 310, or any other form limiting or potentially limiting the penal sum of the bond to any amount less than 10% of the bid price not to exceed \$20,000 (such as forms of bond that limit the penal sum to the difference between damages or the bid price and the Owner's cost of the Work), SHALL be cause for rejection of the bid.

BID BOND FORM

	(If used, m	nust accompany proposal)	AU0/3 7 2020
WNIOWY ATT MEN	N BY THESE PRESENTS:		BY: GRAVE CONSTRUCTIO
	ersigned, <u>Diaco Contracting</u>	nc. DBA Grade Construction	as
Principal, and	Liberty Mutual Insurance Compa		as
Surety, are hereb	y held and firmly bound unto	o the TOWNSHIP OF PEQU	UANNOCK in the penal sum
of Ten Percent of A Twenty Thousand	mount Bid Not to Exceed d Dollars (10% NTE \$20,000.00) for the pays	ment of which, well and truly	to be made, we hereby jointly
and severally bind	ourselves, our heirs, executors,	administrators, successors and	assigns.
THE CONDITIO	N OF THE ABOVE OBLIGA	TION IS SUCH, That, WHE	REAS, the Principal has
submitted to the T	OWNSHIP OF PEQUANNOC	K a certain Bid attached hereto	and hereby made a part hereof,
	tract in writing for the supplying De-Snagging Project	and furnishing of	•
(b) If sompleted Contract, a	said Bid shall be rejected, or, in the said Bid shall be accepted and in accordance with said Bid a	the principal shall execute and shall furnish a bond for hoons performing labor or furn	and deliver a contract properly is faithful performance of said aishing materials in connection the acceptance of said Bid,
understood and ag		ety for any and all claims here	e and effect, it being expressly under shall, in no event, exceed
be in no way impa	lue received, hereby stipulates a aired or affected by any extensions hereby waive notice of any s	on of the time within which th	of said Surety and its bond shall e Obligee may accept such bid;
them as are corpo	HEREOF, the Principal and the prations have caused their COR eir proper officers, this <u>27th</u> d	PORATE SEALS to be heret	ir hands and seals, and such of AFFIXED and these presents
Diaco Contracting	g, Inc. DBA Grade Construction	Ву:	
Principal/Compan	у	Title:	PRISODET
		Liberty Mutual Insurance C	ompany

Attorney-in-Fact William D.Haas,

Attonrney-in-Fact

## CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To:	l ownship of Pequant	IOCK		<u> </u>
•		(Owner)		
Re:	Diaco Contracting, In-	c. DBA Grade Construction	»nn	nameroruma
		(Contractor)		
	Pompton River De-S			
		(Project Descri	ption)	
This is t	to certify that the	Liberty Mutual Insura	ance Company	11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
			(Surety Co	mpany)
will pro	ovide toTownship	of Pequannock		a performance bond in
the full	(Owner)	contract in the event t	hat said contra	actor is awarded a contract for the
above p		ontidet in the event	int band cornin	icior io arrandoa a contraction ale
	Diaco Contrac	ting, Inc. DBA Grade Con	struction	
·	. /	(CONTRACTOR	)	•
	Ma	<		. Haas, Attorney-in-Fact
	(Autho	rized Agent of Surety	7 Company)	
Date: _	August 27, 2020			

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

Individual Acknowledgment	•			
State of				
County of				
			, before me persona to me known, and ki	nown to me
to be the individual in and who executed the same.	executed the for	egoing instrume	ent, and acknowledged	to me that he/she
My commission expires		N	otary Public	
Corporation Acknowledgme		राप पंता पाड़ पण पान काम पान् पान्त पाने त्यार पान पूजा प्रेम प्रको त्यांत प्रको त्यांत तथी विवेदी की विवे	.,,	يمو اوي چين پوي چين چين چين شد شد شد است است شد شد شون شاه شاه شد خون است شد د مين او د سد سپ
State of MT County of PASSAC				
On theday ofto me/she/they reside(s) indescribed in and which execu	ne known; who bei	before me ing by me duly s ade Construct Pennsylvania	personally came Asworn, did depose and that he/showenue	say that e/they is (are) the
corporation; that the seal affix authority of the board of directhereto by like authority.	ed to said instrum tors of said corpor obert G. Janecek Public of New Jers ssion Expires June	ent is such corp ation, and that I sey 4, 2022	Notary Public	so affixed by her/their name(s)
Surety Acknowledgment				
State of New York				
County of Westchester				
me duly sworn did depose an Liberty Mutual Insurance Coseal of said corporation; that the/she/they signed the said in Board of Directors of said corporation.  NOTARY PI	d say that he/she in the seal affixed to a strument and affixed to a strument and affixed to a strument and by aution and castille.  JINA CASTIELLO JBLIC - STATE OF NEW No. 01CA6191205	is an Attorney-linich executed the the within instruced the said seathority of this of YORK	ne above Instrument kn Iment is such corporate al as Attorney-in-fact by	now(s) the corporate e seal, and that y authority of the



Haas; Benedict J. Tockarshewsky; Marnie Ginsburg; Denese Thompson

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

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

Certificate No: 8197884-015091

Renee C. Llewellyn, Assistant Secretary

## **POWER OF ATTORNEY**

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

	all of the city of White Plains state of NY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shalf be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper
	persons.  IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of November , 2018 .
ntees.	Liberty Mutual Insurance Company The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company West American Insurance Company  To American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Company  The Ohlo Casualty Insurance Company West American Insurance Company  The Ohlo Casualty Insurance Co
guara	State of PENNSYLVANIA County of MONTGOMERY
value	On this 2nd day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.
currency rate, interest rate of residual	ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, and officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, and officer of the Company authorized for that purpose in writing by the chairman or the president may prescribe.
	shall appoint such automays thread, as may be necessary to act in behalf of the company of thicks, or thicks,
	fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, burlow, recognised states of the Company to make, execute, seal, acknowledge and deliver as surely any acknowledge and deliver as surely any acknowledge and deliver as surely any acknowledge and deliver as surely and acknowledge and deliver as surely and acknowledge and deliver as surely any acknowledge and deliver as surely and acknowledge and deliver as surely and acknowledge
	Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with strictly bodies, shall be valid and strictly government to company in connection with strictly bodies, shall be valid and strictly government to company in connection with strictly bodies, shall be valid and strictly government to company in connection with strictly bodies, shall be valid and strictly government to company in connection with strictly bodies, shall be valid and strictly government to company in connection with strictly bodies.
	I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.
	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of August 2020.
	1912 2 (1919) (1919) (1919) (1919) (1919) (1919) (1919) (1919)



## LIBERTY MUTUAL INSURANCE COMPANY

## FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets	Liabilities						
Cash and Bank Deposits\$778,754,989	Unearned Premiums						
*Bonds — U.S Government	Reserve for Claims and Claims Expense						
*Other Bonds 12,645,608,792	Funds Held Under Reinsurance Treaties						
*Stocks 16,385,435,431	Reserve for Dividends to Policyholders						
Real Estate	Reserve for Commissions, Taxes and						
Agents' Balances or Uncollected Premiums 6,217,983,641	Other Liabilities						
Accrued Interest and Rents	Total						
Other Admitted Assets	Special Surplus Funds						
	Paid in Surplus 10,044,978,933						
	Unassigned Surplus 6,723,636,983						
Total Admitted Assets	Surplus to Policyholders16,811,384,434						
	Total Liabilities and Surplus						



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

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

**Assistant Secretary** 

TAMilolajewski.

^{*} Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.



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

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

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$16,811,384,434.00 as of the calendar year ended December 31, 2019, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2020 in the amount of \$1,310,710,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$10% of Amount Bid NTE \$20,000.00
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:
- (a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

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

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

## CERTIFICATE

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

By: Assistant Secretary

Dated: August 27, 2020

## 12/17/13

Taxpayer Identification# 030-502-857/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9202.

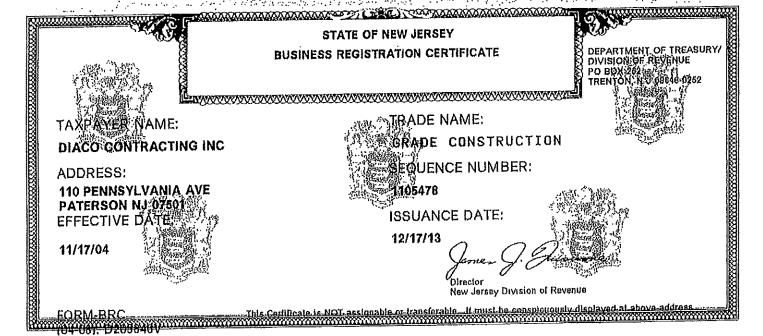
wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione

Director

New Jersey Division of Revenue





09/10/2019 09/09/2021

Registration Date:

Expiration Date:

## 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:

Grid Construction

Responsible Representative(s):

Ralph Diaco, President

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

NON TRANSFERABLE

and may be revoked for cause by the Commissioner This certificate may not be transferred or assigned of Labor and Workforce Development. THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLONED BACKGROUND AND MULTI-CELES ECURITY FEATURES. PLEASE VERIFY AUTHENTICITY

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE

INCLUDE AREA CODE

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

THIS IS TO CERTIFY THAT THE Home Improvement Contractors

GRADE CONSTRUCTION Office of the Attorney General Porsumer Affairs HAS REGISTERED THIS IS TO CERTIFY THAT THI Home improvement Contractors HAS REGISTERED DIACO CONTRACTING INC DBA GI Home improvement Contractor ELECTRICIANS DIACO CONTRACTING INC DBA GRADE CONSTRUCTION 03/31/2021 Ralph Diaco 110 Pennsylvania Ave 07503 Paterson NJ 02/03/2020 TO FOR PRACTICE IN NEW JERSEY AS A(N): Home improvement Contractor PLEASE DETACH HERE IF YOUR LICENSE/REGISTRATION/ CERTIFICATE ID CARD IS LOST PLEASE NOTIFY: 13VH07621600 02/03/2020 TO 03/3/1/2021 Home Improvement Contractors LICENSE/REGISTRATION/CERTIFICATION # P.O. Box 45016 VALID Newark, NJ 07101 ACTING DIFFECT Signaturé opi leensee/Registrant/Certificate Holder PLEASE DETACH HERE-DIAGO CONTRACTING INC DBA GRADE CONSTRUCTION **EXPIRATION DATE 2021** YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 07621600 PLEASE USE IT IN ALL CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS CHANGES, YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED BELOW. **Home Improvement Contractors** P.O. Box 45018 Newark, NJ 07101 PRINT YOUR NEW MAILING ADDRESS BELOW. PRINT YOUR NEW ADDRESS OF RECORD BELOW. YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE CORRESPONDENCE. AVAILABLE TO THE PUBLIC. HOME HOME BUSINESS BUSINESS L TELEPHONE INCLUDE AREA CODE TELEPHONE

if the law governing your profession requires the current license/registration/certificate to be displayed, it should be within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Ceruncation DVIJA

## 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 sald report. This approval will remain in effect for the period of 15-FEB-2020 (015-FEB-2027 effect for the period of

DIACO CONTRACTING, INC. DBA GRADE CONSTRUCTIO 110 PENNSYLVANIA AVE.

PATERSON

NJ 07503

**ELIZABETH MAHER MUOIO** 

State Treasurer

## **Ralph Diaco**

From:

CClass@treas.state.nj.us

Sent:

Friday, August 28, 2020 7:56 AM

To:

Ralph Diaco

Subject: Attachments: Notice of Classification ATT00001.bin; ATT00002.bin

## **EXTERNAL EMAIL**

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

## State of New Jersey



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



## **NOTICE OF CLASSIFICATION**

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

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C061 -ATHLETIC FIELDS/SYNTHETIC TURF	06/26/2019	11/29/2020
	CO60 -ATHLETIC FIELDS/TRACKS/COURTS	06/26/2019	
	CO19 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK	06/26/2019	
	C021 -DEMOLITION	06/26/2019	
	C085 - DREDGING	06/26/2019	
	CO25 -PRE-CAST CONCRETE	06/26/2019	
	C059 -ROAD CONSTRUCTION & PAVING	06/26/2019	
	C056 -SEWER PIPING & STORM DRAINS	06/26/2019	1
	C054 -SITE WORK	06/26/2019	
	CO58 -UNDERGROUND WATER & UTILITIES	06/26/2019	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27 03 07.pdf.

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

32 BAST FRONT STREET P.O. BOX 991 TRENTON, NJ 08625-0991 609-943-5955

June 28, 2019

JUL 8 2019
BY:
GRADE CONSTRUCTION

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

Re: Revised Contractor Prequalification Notice

Dear Mr. Diaco:

The New Jersey Schools Development Authority (NJSDA) is pleased to provide your firm with the following enhanced prequalification ratings:

Trade(s)	Aggregate Rating
CONCRETE/FOUNDATION FOOTINGS/MASONRY WORK	
DEMOLITION	
PRE-CAST CONCRETE	
SITE WORK	
SEWER PIPING & STORM DRAINS	\$15 MILLION
UNDERGROUND WATER & UTILITIES	
ROAD CONSTRUCTION & PAVING	
ATHLETIC FIELDS/TRACKS/COURTS	
ATHLETIC FIELDS/SYNTHETIC TURF	
DREDGING	

These modifications are the result of changes initiated with DPMC, and your firm is prequalified by the NJSDA until August 29, 2020. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include changes in ownership, financial condition, key people, safety records, disciplines, etc. As you are aware, we reserve the right to change or revoke your firm's prequalification for cause at any time.

Thank you for participating in the New Jersey Schools Construction Program. Should you have questions regarding your status, or require assistance of any kind, please contact the Vendor Services Unit at 609-943-5955.

dz (

Karon I. Simmonds

Director,

Risk Management

co: Prequalification File

R. Arora

## **Ralph Diaco**

From:

Grace Cooper < GCooper@njsda.gov>

Sent:

Tuesday, September 1, 2020 8:53 AM

To:

Ralph Diaco

Subject:

Extension of NJSDA Prequalification - Diaco Contracting, Inc. dba Grade Construction ...2857

## EXTERNAL EMAIL

Your firm's New Jersey Schools Development Authority Contractor prequalification expired on August 29, 2020.

In view of the current public health crisis, NJSDA has extended your current prequalification for 3 months to match your extended DPMC expiration date. Your new NJSDA prequalification expiration date will be **November 29, 2020**.

As you will not receive a revised approval letter with the extended expiration date, retain this email, along with your original approval letter, as proof of your current status. Your prequalification can also be verified on our website at: https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx

If you need further assistance with confirmation of your NJSDA prequalification status, please feel free to contact me by email.

Stay safe, Grace

Grace Cooper, Staff Coordinator New Jersey Schools Development Authority 32 E. Front Street, PO Box 991 Trenton, NJ 08608-0991

Phone: 609-947-3941

Email: gcooper@njsda.gov (working remotely)

Website: www.njsda.gov

"CONFIDENTIALITY NOTICE: The information contained in this communication from the New Jersey Schools Development Authority is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this email, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the New Jersey Schools Development Authority at 609-943-5955 to arrange for the return of this information."



## State of New Jersey

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

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

## ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

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

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

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

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

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



## State of New Jersey

PHIL MURPHY
Governor

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
Acting State Treasurer

## **APPROVED**

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges DIACO CONTRACTING INC as a Category 5 approved Small Business Enterprise 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 falls 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 ilsts registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.



Issued: 6/17/2019

Certification Number: A0088-19

Peter Jowish

Peter Lowickl Deputy Director

**Expiration: 6/17/2022** 

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

Corporation Name:

DIACO CONTRACTING INC

Business Id:

0100896831

Certificate Number:

6000019908

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

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



& 4.0°

Andrew P Sidemon - Eristoff State Treasurer

VERIFY THIS CERTIFICATE ONLINE AT

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

**RESOLUTION** 

BE IT RESOLVED that the transaction herein referred to, being herewith approved, the

President and Secretary of this corporation be and they are hereby directed, authorized and

empowered to execute, acknowledge and deliver such documents, instruments and papers and

perform such acts as may be legally, properly and reasonably required or necessary.

I, Raffaele (Ralph) Diaco, hold all officers' positions of Diaco Contracting, Inc. DBA

Grade Construction, A Corporation of the State of New Jersey, CERTIFY that the foregoing is a

true copy of a Resolution as it appears in the records of the Corporation and as was duly and legally

adopted at a meeting of the Corporation called for that purpose and held on September 21, 2011,

pursuant to and in accordance with the Certificate of Incorporation thereof; and it has not been

modified, amended or rescinded, and is in full force and effect as of the date hereof; that the actions

authorized by said Resolution are not contrary to the terms of the Certificate of Incorporation. There

are no By-Laws governing this corporation and I make this Resolution for purposes of certifying

authority to sign all documents associated with the above-mention Contract/Agreement.

Dated: 9 21 2011

Ralph Diaco, President/Secretary

(Rev. December 2014)
Department of the Treasury

## Request for Taxpayer Identification Number and Certification

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

interr	al Revenue Service			_i_				
	1 Name (as shown on your Income tex return). Name is required on this lir	re; do not leave this line blank.						
	Diaco Contracting Inc.							
Ŋ	2 Business name/disregerded entity name, if different from above							
8	dba Grade Construction						1	1.1.
Print or type Specific Instructions on page	S Check appropriate box for federal tex classification; check only one of the individual/solo propriator or □ O Corporation ☑ S Corporation □ Single-member LLC	orallon 🔲 Parineralilp	TrusVestate	4 Exemption certain antition instructions of Exempt paye				500
£ §	Umited liability company. Enter the tax classification (C=C corporation			Exemption fo	om F/	NOT/	portli	ng
	Note. For a single-member LLC that is disregarded, do not check LLC the lex classification of the single-member owner.	A cused mo this charte nov m		code (il any)				
F	☐ Other (see Instructions) >			(Apples to accoun			VI DI	U.6)
ğ	8 Address (number, street, and apt. or suite no.)		Requester's name o	iun aaatess (o	pilone	al)		
Ğ	110 Pennsylvania Avenue 6 City, state, and ZiP code							
*	Paterson, NJ 07503							
٧,	7 Usl account number(s) here (optional)	L	······································					
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backt	p withholding. For individuals, this is generally your social security r int allen, sole proprietor, or disregarded entity, see the Part I instruct	number (SSN). Holyever, foi	ra	٦./	] _	П	Т	
enliile	in alien, sole prophesor, of disregalded entry, see the Farr Histories, s, it is your employer identification number (EIN). If you do not have	a number, see How to get	a	┛┖┸	] [	<u>L</u>		<u>L_</u>
	page 3.		Oř Employeri	dentification i	unst			7
Note.	If the account is in more than one name, see the instructions for line lines on whose number to enter.	e 1 and the chart on page 4	for Employers	uenanom i	MINIO	1	7	┪
guidei	Wes all suppositions to auran		0 3 -	0 5 0	2	8 5	7	]
Parl	II Certification							<del>'</del> —
	penalties of perjury, I certify that:					* -		
	number shown on this form is my correct taxpayer identification nu	ımber (or i am walting for a	number to be less	ued to me); e	nd			
Ser	n not subject to backup withholding because; (a) I am exempt from I vice (IRS) that I am subject to backup wilhholding as a result of a fal longer subject to backup wilhholding; and	backup withholding, or (b) I llure to report all interest or	have not been no dividends, or (o) l	ollied by the he IRS has r	Inter otlik	nal Re d me	venu Ihat l	e am
	n a U.S. ollizen or other U.S. person (defined below); and							
	FATOA code(s) entered on this form (if any) indicating that Thin exer							
eoau: nleres enera	cation instructions. You must cross out item 2 above if you have be se you have falled to report all interest and dividends on your tax reli I pald, acquisition or abandonment of secured properly, cancellation ily, payments other than interest and fillydends, you are not required tions on page 3.	ura. For real estate transaci	liona. Itam 2 does	not apply. F	or m	orload	A	
ilgn Iere	Signature of U.S. person	Date	· 7/2:	1/18				
àen	eral Instructions	Form 1098 (home mortg (tulilon)	aga Intorast), 1090-£	(studont loan	Interd	s), 10	)B-T	
	references are to the internal Ravonua Colle unlass otherwise noted.	• Form 1099-C (canceled	debi)					
uluro ( s legisi	levelopments, information about developments affecting Form W-9 (such atton enacted after vie release ii) is at vivivi.irs.gov/hy9.	Form 1099-A (acquisition Use Form W-0 only if you			•••	t allen),	to	
urpo	ose of Form	provide your correct TIN,	. 144 0 4 . 45			L. L.		
lum w bloh m	idual or entily (Form W-O requester) who is required to file an information Ith the IRS must obtain your correct texpayer identification number (TIM) ay be your social security number (SSN), individual texpayer identification	ll you do not relum Forn to backup withholding. See By signing the filled-out	e What is backup wii	erwan a rav, ) hholding? on p	1809 ( 10 NO	ндак и <del>о</del> 2,	anojo	ici
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	090-INT (Interest earned or paid) 099-DIV (dividends, including those from stocks or mutual funds)	applicable, you are also co	rillying that as a U.S	, person, your	alloc	ablo sha	re of	,,
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Form 1 okera)	099-B (stock or mutual (und sales and certain other transactions by	4. Certify that FATCA co- exempt from the FATCA re- page 2 for turber informali	porting, is correct. S					
Fran 1	690-8 franceeris trom roal estate fransactions)	Turks - on miniminations	*****					

• Form 1099-IC (merchant card and third party network transactions)

## **Client References:**

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

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

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

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

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

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

Neglia Engineering Associates- David Atkinson 1119 Raritan Road, Suite 2 Clark, NJ 07066

datkinson@negliaengineering.com 201-953-4409

## <u>Trade References:</u>

County Concrete

50 Railroad Avenue PO Box F

Kenvil, NJ 07847 Contact: Kim Schenck

Email: Kschenck@countyconcretenj.com

Phone: (973) 598-8273

Sparta Redi-Mix 33 Demarest Ave Sparta, NJ 07871

Contact: Frank Hunkele

Email: FHunkele@spartaredimix.com

Phone # 973-897-4575

Peerless Concrete 246 Main Street

Butler, NJ

Contact: Phil Monaco

Email: Phil@peerlessconcrete.com

Phone # 973-838-3060 Fax # 973-838-3385

## Insurance/Bonding/Bank References:

## Insurance:

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

914-459-6251

Melanie Hardja <Melanie.Hardja@usi.com>

## **Bonding:**

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

917-282-9084

Ben. Tockarshewsky@usi.com

## Bank:

Provident Bank
250 Madison Ave
Morristown NJ 07960
973-644-5418
Dawn Scocco
dawn.scocco@providentnj.com

## Engineers/Architects References:

Insite Engineering Liam Farrar 731-531-7100 Liam@insiteeng.net

LZA Land Development Mike Dipple 201-227-0310 Mdipple@LZAlanddesign.com

Neglia Engineering Dave Atksion 201-939-8805 Datkinson @negliaengineering.com

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## CERTIFICATE OF EQUIPMENT

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