

Solicitation PARKS 2020

MAINTENANCE OF IRRIGATION SYSTEMS

Bid Designation: Public



City of Jersey City

Bid PARKS 2020 MAINTENANCE OF IRRIGATION SYSTEMS

Bid Number **PARKS 2020**
Bid Title **MAINTENANCE OF IRRIGATION SYSTEMS**

Bid Start Date **Jul 28, 2020 8:01:58 AM EDT**
Bid End Date **Aug 20, 2020 11:00:00 AM EDT**
Question &
Answer End **Aug 13, 2020 4:00:00 PM EDT**
Date

Bid Contact **Patricia Vega**
Assistant Purchasing Agent
Purchasing
201-547-4278
vegap@jcnj.org

Bid Contact **Raquel Tosado**
Purchasing
201-547-4439
rtosado@jcnj.org

Addendum # 1

New Document: [Addendum 1_Maintenance of Irrigation Systems.pdf](#)

Changes were made to the following items:
MAINTENANCE OF IRRIGATION SYSTEMS

Description

This contract is to provide maintenance of irrigation systems at numerous City owned facilities.

NOTE: THIS PROCESS REQUIRES A PAPER ONLY SUBMISSION WITH ORIGINAL SIGNATURES AND COMPLETION/INCLUSION OF ALL FORMS IN THE BID. YOU MUST DOWNLOAD THE BID IN ORDER TO RECEIVE ANY ADDENDA(S) THAT MAY OCCUR. Failure to acknowledge receipt of all addenda will cause the bid to be considered non-responsive, and bid will be rejected.

Added on Jul 30, 2020:

ADDENDUM 1 ATTACHED

NOTE: Failure to acknowledge receipt of all addenda will cause the Bid to be considered non-responsive, and Bid will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the bid pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum # 1

NOTICE TO BIDDERS

Sealed bid proposals will be received, opened and read in public by the Purchasing Agent at **394 Central Avenue, Third Floor, Jersey City, New Jersey 07307 at 11:00 a.m. on August 20, 2020.**

SPECIFICATIONS FOR MAINTENANCE OF IRRIGATION SYSTEMS AT NUMEROUS CITY OWNED FACILITIES

Contract Documents, Specifications, and Bid Forms may be downloaded by going on-line to www.bidsync.com. Bid Plans/Drawings (if any) may be obtained at the Office of the Director of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307, (201)-547-4439 or (201)-547-5155.

Questions by prospective bidders concerning this bid must be done on-line at www.bidsync.com.

Prospective bidders must download bid specifications and all addenda from www.Bidsync.com. Failure to download bid specifications and acknowledge receipt of addenda shall result in bid rejection.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Full requirements of the Equal Employment Opportunity and Affirmative Action Programs are incorporated herein by reference and may be obtained with Proposal Form. Bidders are also required to comply with the requirements of P.L. 2004, c.57 (N.J.S.A. 52:32-44) which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Proposals **MUST BE ACCOMPANIED** by a Bid Bond or Certified Check, made payable to the City of Jersey City, in an amount equal to Ten (10%) percent of the Bid not to exceed \$20,000.00.

COVID-19 ADVISORY - ONLINE BID RECEPTIONS/PURCHASING LOCKBOX

In an effort to adhere to social distancing protocols and best practices imposed by City and State authorities, the City of Jersey City has canceled all public meetings and closed non-essential services as of March 16, 2020 until further notice. As a result, all bid receptions will be held virtually as video conferences with public access. Links to the online bid receptions appear on the City of Jersey City website at:

https://jerseycitynj.gov/CityHall/Clerk/publiccontracts/bid_openings

Bids may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service to a dedicated lockbox located in the lobby of 394 Central Avenue, Jersey City. Mail bids to: Raquel Tosado, Purchasing Agent, QPA, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307. Proposals forwarded by facsimile or e-mail will not be accepted. Bids sent by mail or courier service must be received by the Purchasing Agent no later than 4:00 P.M. on the last City business day before the day of the bid reception or no later than 11:00 A.M. on the day of the bid reception. Mail/Courier services need to be instructed to hand deliver bid proposals to the dedicated lockbox. Office hours Monday thru Friday 9:00 am to 4:00pm. The City shall not be responsible for the loss, non-delivery or

physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Purchasing Agent. Bid proposals must comply with specifications. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

The Purchasing Agent reserves the right to reject any and all bids received, or portions thereof, if deemed to be in the best interest of the City to do so.

Once the Governor's Executive Order on social distancing, and the Mayor's emergency restrictions are lifted, the City will revert back to its normal bid opening procedures at the Purchasing Division; if this reversion becomes applicable to this bid, all vendors will be notified by issuing an addendum.

Raquel Tosado
Director of Purchasing

Insert dates:
July 28 and 30, 2020

**City Of Jersey City
Department of Public Works
Division of Park Maintenance**

**Specifications for Maintenance of
Irrigation Systems at Numerous City
Owned Facilities**

**Steven M. Fulop, Mayor
City of Jersey City**

**Allison Solowsky, Director
Department of Public Works**

Specifications for Maintenance of Irrigation Systems at Numerous City owned Facilities

DO NOT REMOVE BID PROPOSAL FROM THE BOUND SPECIFICATION. SUBMIT ENTIRE DOCUMENT WITH AN ADDITIONAL COPY OF THE ENTIRE BID PROPOSAL AND ALL SUPPORTING DOCUMENTS STAPLED INTO BACK COVER.

PROJECT: Specifications for Maintenance of Irrigation Systems at Numerous City owned Facilities

**LOCATION: DIVISION OF PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305**

**OWNERS: CITY OF JERSEY CITY
280 GROVE STREET
JERSEY CITY, NJ 07302**

**HONORABLE STEVEN M. FULOP
ALLISON SOLOWSKY, DIRECTOR/DPW
RAQUEL TOSADO, ACTING PURCHASING AGENT**

**PROJECT DIVISION OF PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
JERSEY CITY, NEW JERSEY 07305
(201) 547-4449
SAMMY OCASIO, DIVISION DIRECTOR**

**Specifications for Maintenance of Irrigation Systems at
Numerous City Owned Facilities**

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INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS:

The contract consists of the following documents:

- Information to Bidders
- General Conditions
- Technical Specifications
- Any Addenda Issued Prior to the Bid Reception
- Bid Proposal
- Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the contract booklet.

Throughout the Contract Document, the term City shall mean the City of Jersey City, the term Bidder, shall mean a party submitting a bid in response to the City's Notice to Bidders. The term Supplier shall mean the lowest responsible Bidder awarded a contract by the City.

Notice to Bidders shall mean the published newspaper advertisement soliciting bids.

Bid shall mean the completed Bid Proposal with attached executed bid documents, bound in the Contract Book.

Supplier or Contractor shall mean the Bidder that is awarded a contract by the City.

Business Registration Certificate issued by the state of New Jersey Department of Treasury pursuant to P.L. 2004, c. 57

Cash allowance shall mean a sum included in the contract that covers items under Auxiliary Materials in the Technical Specifications and materials not embraced in the Technical Specifications.

2. INTENT OF CONTRACT:

Under this contract, the bidder shall furnish all materials, equipment, and tools in strict accordance with the contract. The intent of the Contract is to obtain material satisfactory to the City. It shall be understood that the Bidder has satisfied himself as to the full requirements of the Contract and has based his Bid Proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to fully read and examine the Contract Documents to consider fully all other matters which can in any way affect the work under the Contract, and he/she agrees to this obligation in the signing of the Contract. The City assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the delivery site(s), etc. The Bidder agrees that he/she will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract, on his/her part, or of any failure to fully acquaint himself/herself with all conditions relating to the Contract.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent via Bid sync at www.bidsync.com No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received at least ten (10) calendar days prior to the date fixed for the opening of bids, to allow the Purchasing Agent to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by the City's Purchasing Agent who shall give each Bidder or his/her representative present an opportunity to withdraw his/her bid before any bids are opened. Any objection arising out of the addendum subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid as submitted, including such addendum. The City will not be responsible for any other explanations or interpretations of the contract documents.

5. SUBMITTING BID:

Each Bid must be submitted on the prescribed Bid Proposal form which shall not be removed from the Contract Book. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her mailing address shall be stated and he/she shall sign the Bid when made by a firm or partnership its name and address shall be stated, and the Bid shall be signed by one or more of the partners when made by a corporation, its name and principal Post Office Address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases.

Bids may be submitted in person, or may be sent U.S. Certified mail return receipt requested, or may be sent by private courier services. Mail bids to: Raquel Tosado, Acting Purchasing Agent 394 Central Avenue, 3rd Floor, Jersey City, New Jersey 07307. Bids sent by mail must be received by the Director no later than 4:00 p.m. of the last City business day before the day of the bid reception. The City shall not be responsible for the loss, non-delivery or physical condition of the bid sent by mail or courier service. Bid must be submitted individually in a sealed envelope addressed to the Director of Purchasing. Bid proposals must comply with the specifications in the Notice to Bidders, bids will be publicly opened and read out loud on the date, place, and time set and stated in the notice to bidders.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Proposal shall include but not be limited to the following:

- * 1. Certificate of Experience of General Contractor
- * 2. Plant and Equipment Questionnaire of General Contractor
- 3. Non-Collusion Affidavit
- * 4. Statement of Ownership Disclosure
- 5. Disclosure of Investment Activities in Iran
- * 6. Bid Guarantee

7. Consent of Surety (**Not Required for this bid**)
8. Equality Information on Substituted Items
9. Exhibit B: Mandatory Equal Employment Opportunity Language for Construction Contracts
10. Form MWB-3; Minority/Woman Business Compliance Plan
11. Certificate of Contractor's Registration issued by the State of N.J. Department of Labor pursuant to L.1999, c.238
12. Business Registration Certificate issued by the State of New Jersey Department of the Treasury Pursuant of P.L. 2004, c. 57
- *13. Written acknowledgment of addendum (if issued)

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the bid reception.

7. BID GUARANTEE:

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond in the amount of not less than 10% of the total amount bid in the Bid Proposal, but the Certified Check, Cashier's Check or Bid Bond or any combination thereof shall not exceed \$20,000.00. No cash will be accepted. This Certified Check, Cashier's Check or Bid Bond is offered as evidence of good faith and as a guarantee that, if awarded the contract, the Bidder shall execute the Contract.

The Bidder's bond is offered as a guarantee, made by a surety company qualified and authorized to do business in the State of New Jersey and must be signed by an officer or agent of the surety company authorized to execute bid bonds on behalf of the surety company. Included with the bid bond must be such documents which indicate that the officer or agent is authorized to execute the bid bond. If a certified check is offered as a guarantee, it shall be made payable to the City of Jersey City.

8 CONSENT OF SURETY: (NOT REQUIRED FOR THIS BID)

All Bidders shall submit with their bids a certificate from an approved surety company, authorized to do business in the State of New Jersey, stating that it will provide the contractor with a performance bond on such sum as required. The successful Bidder will be required to furnish a surety corporation bond in the amount of the contract conditioned for the faithful performance thereof.

9. WITHDRAWAL OF BID:

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Contract prior to the opening of any bid for that Contract.

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of a public bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material or both, from the final bid computation.**

A Bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in **writing**, by certified or registered mail to: Raquel Tosado, Acting Purchasing Agent, 394 Central Avenue, Third Floor, Jersey City New Jersey 07307, The Bidder must withdraw a bid due to a mistake, as defined by law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark, the Purchasing Agent may contact all Bidders, after bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40:11-23.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A.40A:11-23.3

The City will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within five business days following the opening of bids.

10. CAUSES FOR REJECTION:

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected. In addition, causes for rejection of Bids may include, but not be limited to the following:

- A. if prices are obviously unbalanced,
- B. if received from Bidders who previously performed work in an unsatisfactory manner,
- C. if the Purchasing Agent, at his/her sole discretion, deems it advisable to do so in the best interest of the City of Jersey City,
- D. if conditions, limitations or provisions are attached by a Bidder to his/her Bid, if Proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and property executed.
- E. if the Bidder does not own sufficient or satisfactory equipment to perform the work

11. RETURN OF BID GUARANTEES:

The Bid Guarantees of all except the apparent three (3) lowest responsible Bidders for the Contract, will be returned within ten (10) working days after the opening of bids. The returned bids of such Bidders will be considered as officially withdrawn. Within three (3) working days after awarding the contract, the bid guarantees of the remaining unsuccessful Bidders will be returned.

Upon execution of the contract by the successful Bidder, and the receipt of the certificate of insurance, the bid guarantee of the lowest Bidder will be returned.

No interest will be paid on any form of bid guarantee.

12. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsible, qualified Bidder whose Bid complies with the requirements as stated herein. Bids may be rejected where the prices as bid are obviously unreasonable. Award of the contract will be announced by the Municipal Council of the City of Jersey City.

13. BID FOR UNIT PRICES CONTRACT:

The Bidder shall state on the Bid Proposal form, the price per unit of measure for each scheduled item, and the total price for the performance of the entire contract, as determined by multiplying each estimated quantity by the price per unit, and adding together the resulting amounts.

The City will make the Contract award on a lump sum basis. For the purpose of comparison of bids received, the Grand Total Price stated in the Bid Proposal will be considered the amount bid for the contract and award will be made to the lowest responsible Bidder. Any Bid Proposals not containing prices for all items will be rejected. If the Grand Total Price is found to have been incorrectly computed, change will be made in any and all unit prices so as to attain conformity with the Grand Total Price before award is made.

The Purchasing Agent may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the City.

The Municipal Council will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of contract will be a notice in writing signed by the Purchasing Agent.

14. TIME FOR EXECUTING CONTRACT & LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

Any Bidder whose Bid is accepted will be required to execute four (4) copies of the Contract and furnish satisfactory insurance certificate to the City of Jersey City within ten (10) days after notice of acceptance.

The successful Bidder, upon his failure or refusal to execute and deliver the signed contract and certificate of insurance within the required time shall forfeit the certified check, cashier's check or bid bond to the City as liquidated damages for such failure or refusal.

The damages to the City of Jersey City for breach as above provided, include the loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bid Guarantee accompanying the bid of such Bidder shall be retained by the City of Jersey City, not as a penalty, but as liquidated damages for such breach. In the event any Bidder whose bid has been accepted shall fail, refuse or resist to execute the contract as herein before provided, the Municipal Council at its option, may determine that such Bidder has abandoned the Contract and thereupon his/her bid and the acceptance thereof shall be null and void, and the City shall be entitled to liquidated damages as above provided.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the City of Jersey City. Any materials delivered prior to said execution of contract shall be at the Bidder's risk.

15. CERTIFICATE OF INSURANCE:

The Supplier shall also supply to the City, at the time the Contract is signed by the Supplier, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Supplier during the life of the contract. The City of Jersey City shall be named as an additional insured on Certificate.

16. ESTIMATED QUANTITIES AND UNIT PRICES:

The Unit Price bid in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to that item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials

The Estimate of material quantities specified is approximate only and is given solely to be used as a uniform basis for comparison of bids. The minimum quantity for any item shall be zero (0). The maximum quantity shall be as stated in the Bid Proposal for each item.

Should the final quantity be less than the maximum quantity stated in the Bid Proposal for any item, the Supplier shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

17. CHANGES - EXTRA WORK:

The City, through the Department of Public Works Director or representative, may at any time desire changes in either the quantity or the quality of materials to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original "Schedule of Prices" in the Bid Proposal.

When the extra material(s) is of a kind not embraced in the Bid Proposal, the Supplier shall be furnished a written order signed by the Department of Public Works Director and approved by the Municipal Council. Said order shall state the extra material to be supplied and the amount to be paid therefore.

The price stated in this written order representing the same to be added to the contract amount shall be determined as follows:

- (1) By such applicable unit prices, if any, as are set forth in the contract: or
- (2) If no such unit prices are set forth, then by a unit price mutually agreed upon by the City and the Supplier; or
- (3) If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, than no conditions of this contract shall prevent the City from seeking Bid proposals from other suppliers.

Under no circumstances shall the Supplier perform work in excess of the quantities delineated in the Bid Proposal without a written Change Order issued by the Department of Public Works Director or representative after receiving the approval of the Municipal Council. The City shall not be liable for any claims for work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Supplier that any delays necessary to institute a Change Order, resolved by the City Council will not be a basis for claims for additional compensation.

18. SUBSTITUTIONS:

Each Bidder represents that his/her Bid is based upon the materials and equipment described in the contract documents. Where materials are specified by a trade name or manufacturer's model or catalog number, the named product shall be construed to read: "or equivalent". If a Bidder substitutes any material other than those named in the contract documents, such material shall be equivalent in all respects to the named products specified. The burden of submitting adequate information to prove the equivalency of substituted materials shall be the responsibility of the Supplier. All information necessary to prove equivalency of substituted materials must be included with the Bid submitted at the bid reception. Proposed substitutions shall satisfy all design conditions including performance and physical properties which will be reviewed prior to approving the substitute; physical dimensions, pattern, colors, weight effect on other trades, availability, cost, performance and test data guarantee and other properties.

Where a Bidder substitutes materials, he/she shall submit two samples of materials specified and two samples of material considered by the Bidder to be an equivalent, along with technical information on each. Where a Bidder's information on a product is insufficient to determine "equivalency", laboratory tests will be required. A private laboratory will be selected by the Purchase Agent to conduct the test, the cost of which will be paid by the Bidder regardless of the test result. The Bidder shall substantiate in writing by economic analysis, that items offered as equivalents will cause no addition in maintenance, fuel or utility cost over the items shown or specified and have an equal life expectancy. If after review of all submitted material, the substitution is deemed not an equivalent, the bid will be rejected.

All materials, equipment and assemblies shall be accompanied by manufacturer's instructions pertaining to installation, use and maintenance as applicable, so as to be suitable for the intended purpose or service in the proposed methods of construction. All materials shall be used in strict accordance with manufacturer's instruction, which will include instructions for appropriate reconditioning of existing or previously applied materials in a manner that will provide conditions to ensure satisfactory completed work.

19. RESPONSIBILITY FOR MATERIALS:

The Supplier assumes full responsibility for materials and equipment supplied and agrees to make no claim against the City of Jersey City for damages to such materials and equipment from any cause whatsoever, until its final acceptance. The provisions of the foregoing paragraph shall not be a waiver of the Supplier's guarantee to replace defective work and materials during the maintenance period after date of acceptance. The Supplier shall make good all material damaged or destroyed before the final acceptance, the cost thereof shall be included in the prices bid for the various items scheduled in the Bid Proposal.

20. LAWS ORDINANCES & REGULATIONS:

The Supplier must secure all insurances, licenses and pay any inspection in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The Supplier shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract. The Supplier shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He/She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

21. PROVISIONS REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

22. INSURANCE:

Certificates of General Liability and Workmen's Compensation Insurance satisfactory to the City shall be filed with the City at the time the contract is signed.

The Supplies shall not commence work under the contract or under any special conditions until he/she has obtained all insurance as required under the following sub-paragraphs and unit such insurance have been approved by the City.

The Supplier shall take out and maintain, during the life of this Contract, Workmen's Compensation Insurance for all his/her employees or any other persons involved in the execution of this contract. The Supplier shall obtain and keep in force during the term of the Contract, General Liability and Property Damage Insurance with companies and in a form to be approved by the City. Said insurance shall provide coverage to the Supplier, any subcontractor performing work provided by this contract, and the City. The City of Jersey City, its officers, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policy insofar as the work and obligations performed under the Contract are concerned. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the City, the Supplier or the subcontractor or by anyone directly or indirectly employed by either of them.

The minimum policy limits of such insurance shall be as follows:

- A. General Liability on an occurrence form with project -specific limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and including coverage for products & completed operations. Evidence of EXCU coverage should be addressed in the certificate of insurance.
- B. Auto Liability on an occurrence form with limits of no less than \$1,000,000 combined single limit.
- C. Workers' Compensation coverage with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- D. Excess Liability coverage on a follow-form basis and coverage terms at least as broad as the underlying policies with limits of no less than \$1,000,000 per occurrence and in aggregate (any combination of primary and excess liability limits may be used to achieve the total \$2,000,000 per occurrence limit). Excess Liability coverage to include all of the following as underlying - General Liability, Auto Liability, and Employee's Liability

Contractor Errors and Omissions coverage as insured the Contractor with not less than \$2,000,000.00 limit of liability per occurrence and in the aggregate.

- E. **Notice of Change**
Each and every insurance policy required by the terms of this Contract shall carry endorsement to the effect that the insurance company will give at least thirty (30) days notice to the City of any modification or cancellation of any policy or policies.

23. INDEMNITY:

The Supplier agrees to save the City of Jersey City, its officers, agents, servants, and employees as their interest may appear, harmless from all loss or damage occasioned to it or to any third person or property by reason of any carelessness or negligence on the part of the City, the Supplier, agents, and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the City of Jersey City, its officers, agents, servants and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence, and will pay any judgement which may be obtained against the City of Jersey City, its officers, agents, servants and employees as their interests may appear, in such suit

The cost of such indemnification shall be included in the prices bid for the various scheduled items in the Proposal. So much money due to the Supplier under and by virtue of the Contract as shall be considered necessary by the City, may be retained by the City and held until such suits, actions, claims or amounts shall have been settled and suitable evidence to that effect furnished to the City.

24. **PREVAILING RATE OF WAGES ON PUBLIC CONTRACTS:**

The attention of all bidders is specifically called to the fact that wage rates determined by the Commissioner of Labor and industry in accordance with the provisions of Chapter 150 of the Laws of 1963, commonly known as the Prevailing Wage Act, shall be required to be paid for all services performed under this contract.

Nothing in this act however shall prohibit the payment of more than the prevailing wage rate to any workmen employed on a public works project. The Supplier shall keep an accurate record showing the name, trade and actual hourly rate of wages paid to each workman employed by him in connection with a public works contract and such records shall be preserved for two (2) years from date of payment. The record shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the commissioner.

The State of New Jersey Department of Labor and Industry prevailing wage rates are made a part of this Contract for performance of the work described.

25. **CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE**

The contract will be awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 *et seq.* adopted on June 12, 2002. The Contractor will be required to certify that the Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such proposes, the Contractor's lobbyist, prior to commencing his /her lobbying activities, shall have filed a notice of lobbyist representative status form with the City Clerk. A Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 *et seq.* following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

GENERAL CONDITIONS**GC-1 PUBLIC SAFETY AND CONVENIENCE:**

The Supplier shall conduct his work with the least possible obstruction to traffic. The convenience of the public and of the residents adjacent to a delivery site, along with the protection of persons and property, are of first importance and shall be provided for by the Supplier in an adequate and satisfactory manner. Fire hydrants shall be kept accessible.

Trucks hauling materials shall have tight tail gates and shall be loaded with adequate freeboard of not less than three (3) inches without precarious cones or piles of material.

The Supplier shall conduct his/her operations in such a manner as to provide maximum safety for all employees and the public as well. He/She shall comply promptly with such safety regulations as may be prescribed by the City, to properly correct any unsafe conditions created by or unsafe practices on part of his/her employees. In the event of the Supplier's failure to comply, the City may take the necessary measures to correct the conditions or practices and all costs thereof will be deducted from any monies due the Supplier. Failure of the City to direct the correction of unsafe conditions or practices shall not relieve the Supplier of his responsibility herein.

GC-2 ACCIDENT PREVENTION:

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, and the rules and regulations of U.S. Occupational Safety & Health Administration (OSHA), shall be observed.

Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for safe prosecution of the contract at all times.

GC-3 PROPERTY DAMAGE:

The Supplier shall protect all property, monuments, trees, existing structures, utilities and work of any kind against damage or interruption of service which may be caused by execution of this contract. Damage, injury, loss, or interruption of service resulting from the failure to do so shall be repaired or restored promptly by the Supplier at his/her own expense.

The Supplier shall not enter on or make use of private property in the prosecution of the contract unless written permission there for is secured in duplicate, from the owner, one copy of which shall be filed with the City. He/She shall promptly restore or repair, without cost to the City and in a manner satisfactory to its owner, property damaged or destroyed by his operations. Special attention shall be given to the protection of existing landscape features and vegetation.

GC-4 PATENTS:

The Supplier shall hold and save the City of Jersey City, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unparented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

GC-5 MATERIALS:

All materials, tools and equipment supplied shall be new, except where reclaimed materials are indicated, and shall be furnished by the Supplier, and shall be approved by the City. Request for approval of materials shall state the proposed source.

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Materials not satisfactory shall be replaced by the Supplier without expense to the City. The Supplier shall comply with provisions of the N.J.S.A 52:33-2 requiring that preference be given to the use of domestic materials. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

GC-6 SAMPLES, CERTIFICATES AND TESTS:

The Supplier shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or upon request of the City. No such material or equipment shall be manufactured or delivered, except at the Supplier's own risk, until the required samples or certificates have been approved in writing by the City.

Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the City will have such check tests made as deemed necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval.

GC-7 INSPECTION:

The City shall have the right to inspect all materials furnished, including the preparation, fabrication and manufacture in mill, plant, shop and field of the materials to be supplied, and may assign an Inspector or other authorized representative for this purpose. The Contractor shall provide all facilities necessary for such inspection and shall furnish or cause to be furnished to the said Inspector or other authorized representative safe access at all times to the places where preparations, fabrication or manufacture of materials is in progress, as well as such information and assistance as may be required to make a complete and detailed inspection. The City may undertake the inspection of materials at the source.

GC-8 CONTRACTOR'S TITLE TO MATERIALS:

No materials shall be purchased by the Supplier subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Supplier warrants that he/she has good title to all materials and supplied by him, free from all liens, claims or encumbrances.

GC-9 ASSIGNMENT OR NOVATION:

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City, provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. If consent is given, the Supplier will be permitted to assign a portion of the contract, but shall retain not less than eighty percent (80%) of the original contract amount, except that any items designated in the contract as "specialty items" may be assigned and the cost of any such specialty items so supplied by others may be deducted from the original contract amount before computing the amount of the contract required to be supplied by the Supplier. No assignments shall relieve the Supplier of his liability under the contract. No assignment, approval of a assignment, or any other action shall create any contractual relation between assignee and the City of Jersey City. The Supplier shall be liable and responsible for any action or lack of action of an assignee. Supplier and assignee shall be charged with all direct, imputed or presumed knowledge the others might possess.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Supplier's rights or benefits under the Contract is subject to a prior lien for performed services rendered, and materials, tools, and equipment supplied under this Contract in favor of all persons, firms, or corporations rendering such materials, tools, or equipment.

GC-10 ORDERING AND DELIVERY OF MATERIALS:

The City shall have the right to place orders of whatever quantity and combination of items required. Furthermore, the number of orders over the life of the contract shall not be limited in any way, except that the Supplier shall not be required to deliver an order under a total cost of one hundred dollars (\$100.00) as computed using the unit prices in the Bid Proposal.

Upon award of the contract, the Department of Public Works Director or his representative shall designate in writing the staff members authorized to place an order. Authorization from any other person(s) shall not be honored for payment under this contract. When an order is placed, the Supplier shall be given an order number which must appear on the monthly invoice. Any invoice received without an order number issued by a designated staff member, shall not be honored for payment under this contract.

The Supplier shall give the City of Jersey City preferential service over non-contract customers when filling orders and making deliveries. The Supplier agrees to fill and deliver all orders within twenty-four (24) hours of receiving an order number for those items readily stocked and so marked on the Bid Proposal. For those items not stocked, the Supplier shall deliver such items within the maximum number of business days as marked on the Bid Proposal for those items. In the event that an order involves a large quantity of stocked material or a combination of stocked and non-stocked, the Supplier agrees to deliver those items stocked within the prescribed time to be followed by the rest of the order within the period indicated in the Bid Proposal.

The contract shall provide for delivery of orders to any site within the limits of the City of Jersey City. The Supplier shall provide sufficient manpower for first floor deliveries to areas directed by City personnel at the site. See Technical sections for specific requirements related to each item. All material shall be delivered in their original packaging, and shall be unbroken or marred in any way. Material shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the City.

GC-11 DELIVERY HOURS:

Working hours shall be between the hours of 8:00 A.M. and 3:30 P.M., prevailing time. Working before 8:00 A.M. or after 3:30 P.M. shall not be permitted except upon authorization by the City designee.

GC-12 PAYMENTS:

The Supplier will be entitled to monthly payments for material supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to meet this schedule shall not entitle the Supplier to interest charges, penalties or any other type of escalation of the invoiced amount.

Invoices for payments shall be submitted on the Supplier's standard invoice previously approved by the City's designee. Invoices shall itemize each order based on the categories established in the Bid Proposal and shall highlight the order number provided by the City's designee. In addition, each invoice shall reference the City's purchase order number supplied by the Purchasing Agent at the time of contract award. In addition to the Supplier's invoice, the Supplier shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

All materials covered by partial payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Supplier from the sole responsibility of all the terms of the Contract.

The Supplier agrees that he will indemnify and save the City harmless from all claims growing out of the lawful demands of assignees, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Supplier shall, at the City's request, furnish satisfactory evidence that all obligations of the nature herein above designated have been paid, discharged, or waived. If the Supplier fails to do so, then the City may, after having served written notice on the said Supplier, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Supplier's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Supplier shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to the Supplier.

In paying any unpaid bills of the Supplier, the City shall be deemed the agent of the Supplier, and any payment so made by the City, shall be considered as a payment made under the contract by the City to the Supplier, and the City shall not be liable to the Supplier for such payment made in good faith.

The City may withhold payment for any of the following:

- (a) Defective material not corrected.
- (b) Claims filed or responsible evidence indicating probability of filing claims.
- (c) Failure of the Supplier to make proper payments to assignees or for material or labor.
- (d) Unpaid damages by the Supplier to assignees, the City or any other agency or person.
- (e) The Supplier is found to be in default.

No payment voucher shall protect the Supplier and no claim shall be founded thereon by the Supplier in case of overpayment or in case it shall at any time appear that the Contract or any part thereof have not been completed in strict accordance with the Contract Documents.

Errors in any monthly bill, on being discovered, shall be rectified by the City in subsequent measurements and bills.

GC-13 STATED ALLOWANCES:

The Supplier shall include in his total bid price the cash allowance(s), if any, stated in the Bid Proposal. The Supplier shall supply the "Auxiliary Materials" as requested by the City on the basis of the Supplier's cost plus the percentage mark up stipulated by the Supplier in the bid proposal.

If the actual price for purchasing the "Auxiliary Materials" is more than the "Cash Allowance(s)", the contract price shall be adjusted in accordance with the provisions outlined under Article 17. Changes – Extra Work in the Information to Bidders section.

Invoices for items billed under the "Auxiliary Materials" must be submitted with copies of receipts from the manufacturer of the item establishing the cost to the Supplier. Invoices for "Auxiliary Materials" received without the manufacturer's receipts will not be honored for payment under this contract.

GC-14 ACCEPTANCE OF PARTIAL PAYMENTS AS RELEASE:

The acceptance by the Supplier of any partial payment shall be and shall operate as a release to the City of Jersey City of all claims and all liability to the Supplier for all things done or furnished in connection with this payment and for every act and neglect of the City of Jersey City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Supplier from any obligation under this contract.

GC-15 RIGHT OF THE CITY TO DECLARE CONTRACTOR IN DEFAULT:

The Business Administrator of the City of Jersey City has the right to declare the Supplier in default under the following circumstances:

- (a) If the work to be done under this Contract is abandoned.
- (b) If the Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (c) If the Supplier fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the City's designee with respect to the contract.
- (d) If the Supplier violates any of the provisions of this Contract or shall not perform the same in good faith.
- (e) If the Supplier fails to make prompt payment to persons supplying labor or materials for the work.
- (f) If the Supplier assigns or sublets the work otherwise than as specified.
- (g) If the Supplier exceeds the lead time stated in the Bid Proposal on five (5) separate occasions.

The Business Administrator shall serve written notice to the Supplier ordering the Supplier not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons. In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Business Administrator shall be conclusive, and said Supplier shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the contract.

GC-16 COMPLIANCE WITH THE EQUAL OPPORTUNITY/AFFIRMATIVE ACTION:

Bidders (Contractors) are required to comply with the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. No firm may be issued a contract unless it complies with these affirmative action provisions. The following information summarizes the full, required regulatory text, which is included as Exhibit of this Bid specification:

After notification of award, but prior to signing the contract, the contractor shall submit to the public Agency Compliance Officer and the New Jersey Division of Contract Compliance and Equal Employment Opportunity

- I A Photocopy of a valid letter that the contractor is opening under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- ii A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii Division of distribute to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

Refer to Exhibit A (Mandatory Equal Opportunity Language for Goods, Professional Service and Federal Service Contracts) and additional Equal Opportunity/Affirmative Action requirements found at the back of the specifications.

Any questions concerning compliance may be directed to Jeana F. Abuan, Supervising Administrative Analyst, Public Agency Compliance Officer
 Department of Administration/Office of Tax Abatement & Compliance
 13-15 Linden Avenue East 2nd Floor Jersey City, N.J. 07305
 Tel.# 201-547-4538
 Email Address: abuanj@icnj.org

GC-17 AMERICAN WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is Prohibited. Bidders are required to read American with Disabilities Language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made part of the contract. The Contractor is obligated to comply with the act and hold the owner harmless.

GC-18 COMPLIANCE WITH THE BUSINESS REGISTRATION CERTIFICATION

N.J.S.A. 52:32-44 required that each bidder (contractor) submit proof of business registration with the bid proposal or prior to the contract award. Proof of registration shall be a copy of the bidders Business Registration Certification (BRC). A BRC is obtained from New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.njgov/njbgs or by telephone at (609)292-1730.

N.J.S.A. 52:32-44 imposes the following requirements on contractor and all subcontractors that knowingly provided goods or perform services for a contractor fulfilling this contract:

1. The contractor shall provided written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
2. Prior to receipt of final payment from a contracting agency a contractor must submit to the Contracting agency an accurate list of all subcontractors or attest that none was used;
3. During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this state.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609)292-1790.

P.L. 2004, c. 57 (N.J.S.A. 52:32- 44)
MANDATORY BUSINESS REGISTRATION LANGUAGE
Construction Contracts

P.L. 2004, c. 57 (chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities to the requirements of the Local Public Contracts Law (N.J.S.A.40A:11-2).

“ New Jersey Business Requirements”

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

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

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

A business organization that fails to provide a copy of a business registration as required pursuant to section of P.L.2001,c.134 (N.J.S.A. 52:32-44 et a.), or subsection e. or f. or section 92 of P.L.197,c.110 c. 5:12-92),or that provides false business registration information under the requirements of either those sections, shall be liable for penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Sample

State of New Jersey Business Registration Certificate

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 PO BOX 252
 TRENTON, NJ 08646-0252

TAXPAYER NAME:	TRADE NAME:
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
970-097-382/500	0107250
ADDRESS:	ISSUANCE DATE:
847 ROEBLING AVE	07/14/04
TRENTON NJ 08611	
EFFECTIVE DATE:	
01/01/01	
FORM BRC(08-01)	

John S. Tully
 Actg. Director

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
 TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

20041014112823533

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

1. GENERAL

General Conditions and all supplementary articles are hereby included in this section to the same extent as though written out herein full. All work of this section shall be performed in accordance with the requirements of these specifications and with all codes and local ordinances having jurisdiction.

2. SCOPE OF WORK

The Contractor shall furnish for a period of one (1) year the following services:

SEASONAL START-UP SERVICE & MAINTENANCE YEAR ROUND SERVICE FOR IRRIGATION SYSTEMS AT SPECIFIC PARK FACILITIES AND CITY OWNED SITES.

The contractor shall take all precautionary measures to prevent damage to the grass/turf areas and field appurtenances during repair operations. Flagrant disregard of field conditions by the contractor resulting in damage to the fields and/or field appurtenances, will be repaired by the contractor at no additional cost to the City.

3. VISITING THE PREMISES

Every bidder shall visit each facility and ballfield and carefully examine existing conditions before submitting his bid. No allowance for extra charges will be permitted because of lack of knowledge of all conditions peculiar thereto except such conditions as are indeterminable before the commencement of the work.

Note, these specifications include a list of equipment at each facility/ballfield along with make and model numbers. All efforts have been made to provide the most accurate information, however, the City does not assume any responsibility for any errors which may exist. It is the intent of these specifications to include all sports lighting and related security lighting and scoreboard equipment listed at each location.

4. SEASONAL START-UP SERVICE

The City has prepared a Irrigation system Survey of each municipal sport facility/ballfield which constitutes the work of this contract. The results of this survey are attached to the back of these technical specifications. Prior to April 15th of the contract year, the contractor shall furnish all labor and equipment necessary to repair those systems indicated on the schedule as "OUT" to achieve 100% operation of each system. Should the start date of the contract commence without 30 calendar days to perform seasonal startup service, the contractor will be granted an extension beyond the April 15 date to provide a total of 30 calendar days from the start date to perform the seasonal startup service.

At the time immediately following the pre contract meeting. Payment for this material is included as a line item in the bid price for seasonal start-ups. Any additional materials required for the Seasonal Start-Up shall be paid for under the terms and conditions set forth under Year Round Service. Security. Payment for material will be made at the completion of the Seasonal Start-Up Service. All surplus supplies shall be delivered to D.P.W. Complex, Division of Park Maintenance in original unopened containers, accompanied with delivery receipt, item description and quantity log for record keeping purposes.

It is the purpose of the Seasonal Start-Up Service to achieve 100% operation of all systems at each of the listed facilities. The bid price for each facility shall include all labor and equipment necessary to effect the repairs to non-working fixtures whether or not listed in the Irrigation Survey. Initial material ordered at the beginning of the contract and any currently stocked items the City may have, shall be used to make the repairs. Any additional material required to repair lights which are out and not indicated on the Irrigation Survey, shall be paid based on the conditions set forth under Year Round Service, however, labor and equipment cost shall not be increased.

At the time of this service, the contractor shall perform the following:

Maintenance Specification - Irrigation System

Irrigation system maintenance is an important part of the over all system performance and is necessary to inspect and repair as needed after the initial installation of the system. Outlined below are procedures to inspect the irrigation system.

Controller:

The controller shall be inspected to make sure it is keeping the proper time, date and timing for each zone operations. The controller shall be tested for incoming voltage to make sure that it is within the minimum and maximum manufacturers' specifications. Each zone shall be operated to ensure proper electrical operation and a voltage reading shall be taken for each zone as well to make sure that it falls within the minimum and maximum output voltage. A resistance reading shall be performed on each zone to test both continuity as well as the health of the electric solenoid on each zone valve. The resistance reading shall recorded as to chart the status of each zone.

The program shall be checked and adjusted to ensure proper water application as per the facility /turf manager's recommendation.

Valves:

Each valve box shall be located and inspected for damage and excess water. If the valve box has become buried it shall be located and raised to become accessible. The valve shall be cleaned of any soil that may have collected around or on top of it. The valve shall be inspected for any leaks or damage and repairs are to made accordingly. The wire splices shall be inspected to ensure that they are still water tight. If there is corrosion improper wire splices have been used they shall be upgraded to 3M DBR or 3M DBY water proof slice kits. If the valve is pressure regulated, a pressure reading shall be taken and adjustments shall be made to bring the pressure to the design pressure as reflected in the irrigation Design specifications for the irrigation system.

All gate valves shall be located and tested for proper operation. If any failures arise in the gate valves they shall be repaired or replaced whichever is determined to be the best option by the owner.

All quick coupler valves shall be located and inspected to ensure proper operation. Any clogged quick coupler valves shall be cleaned. Any broken quick valves shall be replaced at the discretion of the owner.

Sprinkler Heads:

All sprinklers shall be operated for a minimum of a three (3) revolutions to ensure that proper rotation has been observed as well as the arc adjustment. The pressure of the last head on the zone shall be checked for pressure in accordance with the Irrigation Design Specifications of the irrigation system and manufactures' recommendations. Nozzles shall be checked for wear and damage. The sprinklers shall be inspected for proper height in accordance with manufactures specifications. Any sprinkler head that is either too low or too high shall be adjusted as to correct any potential safety hazard. Any damaged heads shall be either repaired or replaced at the discretion of the owner.

Drip Zone:

All drip zones shall be operated and checked for any damage to dripper lines. The pressure regulator shall be adjusted to design pressures as reflected in the Irrigation Design Specification of the irrigation system. The disc filter shall be inspected and cleaned. All air vents shall be inspected for proper operation as well as any damage. All flush valves shall be inspected and cleaned if necessary. The drip tubing shall be adjusted to reflect the growth of the plant material to ensure proper water distribution. If any staples are missing they shall be replaced.

Backflow Device and Water Meter:

The backflow preventor shall be tested in accordance with New England Water Works Association specifications by a Certified Backflow Preventor Tester as certified by the New England Water Work Association in accordance with their authority. If any failures occur, the repairs shall be made by a licensed professional capable of making repairs on backflow preventors (i.e. licensed plumbers). All connections within the water pit or at the point of connection in a building shall be inspected for leaks, and proper operation of all gate valves.

Pump and Pump Stations:

All pumps and pump stations shall be inspected for any damage or leaks. Incoming pressure shall be observed to ensure that the pump(s) are operating within the manufactures' specifications. An authorized Factory Trained representative may be required to calibrate and or make repairs to the pump. It is the contractor's responsibility to contact the proper manufactures' representative to coordinated inspections or repairs.

ABOVE SHALL BE INSPECTED AND NOTED AS TO CONDITION.

General Notes:

Contractor to verify incoming pressure at point of connection to coordinate with original design requirements of the Irrigation System Specifications

A. IRRIGATION SYSTEM

At the conclusion of Seasonal Start-Up Service work, submit a bound report of all results to the Division of Park Maintenance, 13-15 Linden Avenue East 2nd Floor , Jersey City, New Jersey 07305, along with an invoice for payment. Any invoice received without a report shall be returned unpaid. The report shall also indicate any repairs that were necessary and performed.

Payment for Seasonal Start-Up Service shall be made based on the bid price for each park or ballfield as listed in the bid proposal under seasonal start-up. This price shall include all labor, incidental material, equipment, overhead and profit. The City reserves the right to eliminate seasonal start-ups for any one of the fields or combination thereof. If the city exercises this right, payment for the Seasonal Start Up Service shall be adjusted by subtracting the Bid Price listed for each facility eliminated from the Total Bid Price for the Seasonal Start Up Service. There shall be no restriction on the number of sites the City may elect to eliminate. The contractor shall have no claim for loss incurred, commitments made in anticipation of the work contemplated, or for loss of anticipated profits in connection with eliminated work.

5. YEAR ROUND SERVICE**GENERAL:**

This contract shall also provide for year round service to improve and/or repair the equipment listed under each park or ballfield. **No work shall be performed without proper authorization from a designated representative of the City's Division of Park Maintenance.**

LABOR:

The labor rate per man shall not exceed the unit prices listed in the bid proposal under Year Round Service during regular working hours (8:00 a.m. to 5:00 p.m.). For emergency service on Saturday, Sunday, Holidays and after regular working hours, the labor rate per man shall be the unit price times one and a half, (see "Terms of Contract" for conditions on overtime hours).

All work should be performed by a team consisting of one NJ License Irrigation person. If it becomes necessary to perform any corrective work with other than a N.J. License Irrigation person the contractor must first obtain the approval of the Division of Park Maintenance. If prior approval is not obtained, the additional billed time will not be considered for payment.

The Bidder shall incorporate into the specified labor rates, the equipment costs associated with repair of Irrigation System.

PARTS AND EQUIPMENT:

All parts required shall be billed at cost plus 20%. The Contractor shall invoice the City on a monthly basis. Each invoice shall state each service call made, location and description of work performed, number of man-hours (and approved) and parts installed. Contractor shall also supply an original bill of sale for each part installed. Invoices received without the above information and supported backup material will be returned unpaid. For months during which no work has been performed under the contract, no payment shall be made.

6. TERMS OF CONTRACT

1. The City shall provide free access to all facilities during normal working hours as stated under item #3.
2. The Contractor shall give the City of Jersey City preferential service over non-contract customers.
3.
 - a. All work is to be performed during regular working hours, on regular working days of the trades involved and all bids shall be based on the service and/or maintenance being performed Monday through Friday, between the hours of 8:00 a.m. and 3:30 p.m.
 - b. In the event that it may be necessary to answer a call outside of regular working hours, the contractor shall be paid time and a half based upon the unit prices in the bid proposal.
 - c. Note, leaving jobs unfinished without good cause **and notice to the Division of Park Maintenance** will be considered a breach of contract, giving the City the right to declare the contractor in default.
4. The Contractor shall maintain a continuous telephone service where he can be reached, twenty-four (24) hours each day, seven (7) days each week, Sundays and holidays included. **Contractor agrees to answer all calls within twenty-four (24) hours.**
5. The Contractor shall furnish all parts, materials and labor necessary when a failure or breakdown of any component part causes the system to become inoperative. Parts shall be billed at cost plus 20% and under conditions set forth under "Year Round Service."
6. The Contractor shall notify the Division of Park Maintenance a minimum of twenty-four (24) hours ahead of scheduled Seasonal Start-Up Service, **and shall provide a written work progress schedule with approximate dates and times for each facility/ballfield.**

7. In the event the Contractor fails to maintain the equipment in accordance with these specifications, or violates any of the provisions hereof, the City may, upon ten (10) days prior notice in writing to the Contractor, engage the services of others to perform all work necessary to bring the equipment up to good operating standards. The cost of this work shall be at the Contractor's expense and shall be back charged to this contract.
8. The Contractor shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, labor troubles, strikes, blackouts, fire, flood, acts of civil or military authorities, or by insurrection or riot, or any other cause which is unavoidable or beyond the Contractor's control, or in any event for consequential damages.
9. The Contractor shall not be bound to make any correction in design or equipment. Nor shall he be responsible for repair of turf areas disturbed by onset of tower equipment, unless excessive damage is done due to negligence by Contractor or equipment operator, or any damage is done to areas which should not have been disturbed as decided by the City's Architect.
10. The Contractor shall not be held responsible for work made necessary by the enforcement of government codes, building and union regulations.
11. The labor rate per man shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (owned or rented), etc., including bucket trucks and other equipment.

GC-19 SCHEDULE OF SUBMITTALS**"SCHEDULE OF REQUIRED SUBMITTALS"**

Submittal Item	Time of Submission	Consequence of Non-Compliance
Bid Proposal	Prior to Bid Opening	Bid Rejected
Supplier's Qualification Statement	With Bid Proposal	Bid Rejected
Non-Collusion Affidavit	With Bid Proposal or within 24 hours of Bid Opening	Bid may be Rejected
Statement of Ownership Disclosure	With Bid Proposal	Bid Rejected
Certificate of Experience	With Bid Proposal	Bid Rejected
Equipment Questionnaire Certification	With Bid Proposal	Bid Rejected
Disclosure of Investment Activities in Iran	With Bid Proposal or within 24 hours of Bid Opening	Bid may be Rejected
New Jersey Business Registration Certificate	With Bid Proposal or prior to the contract award	Bid may be Rejected
Supplier Diversity Bidder Questionnaire	With Bid Proposal or within 24 hours of Bid Opening	Bid may be Rejected
Plant & Equipment Questionnaire	With Bid Proposal	Bid Rejected
Mandatory EEO/AA Language Forms	With Bid Proposal or after Notification of Award but prior to Signing of a Construction Contract	Bid may be Rejected
Bid Guarantee	With Bid Proposal	Bid Rejected
Insurance Certificates	Prior to execution of Contract by the City	Forfeiture of Bid Security
Execution of Contract Agreement	Within 10 days of City Notice of Contract Award	Forfeiture of Bid Security
Material Certifications	Prior to deliver to site	Removal of unapproved materials or default of Contract
Commencement of Work	Within 10 days of receipt executed Contract or as stated in "Notice to Proceed"	Default of Contract
Claims for Extra Cost	Within 48 hours of instructions from City's designee	Denial of claim
Acknowledgment of Receipt of addendum	With Bid Proposal	Bid Rejected

The Contractor shall provide all submittals required under this Contract whether or not listed above.

Proposal - Continue

Attachment to Proposal:

The bidder is required to submit the following detailed evidence that he has a competent organization which has done construction work similar in amount, value, cost and character, and has sufficient equipment available for the execution of the Contract.

The following attachments shall be submitted by the bidder and are hereby made part of this proposal:

- ✓ * 1. A sworn statement of work performed during the last three (3) years. (See attached from Entitled "Certificate of Experience").
- ✓ * 2. A sworn statement of Plant & Equipment Questionnaire for use on this project, consisting of four (4) sheets. (See attached from entitled "Plant and Equipment Questionnaire").
- ✓ 3. Affidavit of Non-Collusion. (See attached form entitled "Non-Collusion Affidavit).
- ✓ * 4. Statement of Ownership Disclosure. (See attached from)
- ✓ * 5. Bid Guarantee
- ✗ 6. Consent of Surety –**Not Required on this bid**
- ✓ 7. Disclosure of Investment Activities In Iran
- ✓ 8. Equality Information on Substituted Items
- ✓ 9. Exhibit B: Mandatory Equal Employment Opportunity Language for Construction Contracts
- ✓ 10. Contractor's Compliance Plan
- ✓ 11. Certificate of Contractor's Registration issued by the State of N.J. Department of Labor pursuant to L.1999, c 238
- ✓ 12. Business Registration Certificate issued by the State of New Jersey Department of the Treasury Pursuant of P.L. 2004, c 57
- ✓ * 13. Written acknowledgment of Receipt of addendum (if issued)

* Failure to include the Bid Documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the bid reception.

LIST OF PARTS NEEDED FOR IRRIGATION SYSTEM

1: **Specs**

- * Each location type and model of head

2: **Parts:**

- * Toro (model #640)
- * Rotor heads (model hunter # 920)
- * Drip lines (model Irritrol 205 series)
- * Clocks (model hunter ICC commercial controller)
- * Backflow valve (Febo or equal)
- * All other parts 20% above cost

3: **Labor:**

- * per hour mechanic
- * per hour labor

4. **Equipment requirements:**

Ditch Witch or equal
Greenlee 1021 wire valve tracker or equal
Commercial Air compressor
Vehicle with adequate supplies and material to perform repairs per our parts list on demand or same day availability

NOTE: IF ANY PARTS WAS OMITTED FROM THE ORIGINAL LIST THE CONTRACTOR WILL NEGOTIATE WITH THE CITY ON PARTS PRICING

BID PROPOSAL
(Continued)

LIST OF PRICES:

Item No. 1 - Seasonal Start-Up Service

The Bidder agrees to provide all labor, incidental material, equipment and services required to perform the seasonal start-up as described in the Specifications for the lump sum bid price of (broken down for each facility):

Locations and Description for Sprinkler Systems :

<u>Site</u>	<u>Address</u>	<u>Bid Price for Seasonal Start-Up</u>
A.. Country Village Park (McGovern)	Sycamore Rd. Bet Briarwood Rd. & Crossgate Road	\$ <u>500.00</u>
B. Roberto Clemente L Little League	450-464 Manila Ave	\$ <u>500.00</u>
C. Gateway Park (Dick Seay/Old Colony)	Bright St. Manila Ave	\$ <u>500.00</u>
D. Enos Jones Park (Including Franco Field)	Eight St @ Brunswick St	\$ <u>500.00</u>
E. Lafayette Park (Rev. Ercel Webb)	Lafayette and Van Horne Street	\$ <u>600.00</u>
F Metro Field (Courtney Fricchione LL)	179 Westside Ave	\$ <u>750.00</u>
G Pershing Field	201 Central Ave	\$ <u>3,000.00</u>
H. Lincoln Park West Fields	Lincoln Park West of Routes 1 & 9	\$ <u>1,400.00</u>
I. Summit Ave Fire House	Summit and Laidlaw Ave	\$ <u>500.00</u>
J. City Hall	Montgomery & Grove St	\$ <u>500.00</u>
K New Port Park	River Drive South	\$ <u>500.00</u>
L. Martucci Field	210 Pavonia Ave Pavonia & West Side Ave	\$ <u>500.00</u>

Bid Proposal
(Continued)

M. Court House	Summit Ave	\$ <u>700.00</u>
N. Recreation Complex Caven Point	1 Chapel Ave & Garfield Ave	\$ <u>1,100.00</u>
O. Van Vorst Park	Montgomery and Jersey Avenue	\$ <u>700.00</u>
P. Riverview Fisk Park	Palisade Ave	\$ <u>500.00</u>
Q Berry Lane Park	1000 Garfield Ave	\$ <u>700.00</u>
R. Canco Park	50 Dey Street	\$ <u>700.00</u>
S. Hamilton Park	25 West Hamilton Park	\$ <u>950.00</u>
T. Boyd McGuiness	2565-- 2579 Kennedy Blvd.	\$ <u>500.00</u>

TOTAL BID PRICE ITEM #1 Fifteen thousand six hundred; \$ 15,600.00
(In Writing) (In Figures)

The Bid Price for seasonal start-up shall include all costs including direct and indirect salary, fringe benefits, overhead, profit, equipment (Owned and Rented), etc., including trucks and other equipment.

Bid Proposal
(Continued)

Item No. 2 - Year Round Service

The Bidder agrees to provide year round service, as outlined in the specifications, for a period of one year based on the labor rate inserted by the bidder below. The successful bidder shall be paid based upon actual quantity of time used, however, it shall not exceed the estimated quantity without prior written approved by the City's Purchasing Agent.

A.. 450 Hours (Estimated Quantity) Time \$ 125.00 / Hour = \$ 56,250.00
New Jersey Licensed Extended Cost
Irrigation Contractor

B. 375 Hours (Estimated Quantity) Times \$ 100.00 / Hour = \$ 37,500.00
Unit Cost Helper Extended Cost

TOTAL BID PRICE ITEM No.2 Ninety three thousand \$ 93,750.00
(A + B) (In Writing) Seven hundred (In Figures)
fifty and 00/100

NOTE: ALL UNIT PRICE FOR LABOR SHALL INCLUDE ALL COSTS INCLUDING DIRECT AND INDIRECT SALARY, FRINGE BENEFITS, OVERHEAD, PROFIT, EQUIPMENT (OWNED AND RENTED), ETC., INCLUDING TRUCKS AND OTHER EQUIPMENT NECESSARY TO PERFORM THE WORK.

Item No. 3 - Parts Allowance

Included in the total bid amount will be the sum of Fifteen Thousand (\$15,000.00) Dollars to cover the cost of required parts under the Year Round Service section of the contract. Payments for parts shall be governed by conditions set forth in the technical specifications under Year Round Service.

Fifteen Thousand \$15,000.00
(In Writing) (In Figures)

BID PROPOSAL
(Continued)

GRAND TOTAL PRICE ITEMS 1 THROUGH 3

The price shall include all labor, materials, equipment, removal of discarded parts, etc., and all other services to complete all work as specified. The contractor shall be paid based upon the actual quantities used; however, it shall not exceed the estimated quantity without prior issuance of a change order.

INCLUSIVE

One hundred twenty four thousand \$ 124,350.00
(In Writing) three hundred fifty 3/100 (In Figures)

The contract will be awarded based on the grand total amount for item nos.1 through 3 above. However, is understood that the Unit Prices for quantities are based upon a good faith estimate of the quantities of time needed; therefore, the actual Contract Price, which cannot be determined until completion of the Project, may be for a sum either greater than or less than the Grand Total Bid above.

Pursuant to N.J.S.A. 40A:11-15, the City shall have the option to renew the contract for up to two (2) additional one (1) year terms. The City shall notify the contractor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the contractor must accept the contract renewal. The renewal contract price will be the increased based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjusted and extended and shall not exceed the change in the index rate for the (12) months preceding the most recent quarterly calculation available at the time the contract is renewed. Index Rate means the rate of annual percentage increases, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services, computed and published quarterly by the United State Department of Commerce, Bureau of Economic Analysis.

Ascape Landscape

Parts
I20SS
I40SS
Pro 4
Pro 6
Battery
Solenoid
Irritrol Solenoid
Toro Solenoid
1" Irritrol Zone Valve
Nozzle & Screen
2" PVC union Threaded
PGP Head
1" Copper Repair per foot
1" Watts PVB
1" Poly Repair per foot
1 1/4" Poly Repair per foot
1" PVC pipe repair per foot
12" Pro Spray
Drip Line per foot
Rainbird 1" zone Valve
WRC Rain Sensor
3" Socket X 2 1/2" Female reducing bushing
2 1/2" Male adapter socket X Thread
2 1/2" PVC Pipe per foot
2 1/2" Gate Valve
2 1/2" PVC Socket Coupling
Jumbo V Box
3" Coupler
Special 8.0 nozzle
Make Riser
Funny Elbow
1 1/2" Rainbird Zone Valve
Valve Box Riser
MP Rotator -Low Flow Rotary
Wire Repairs
Nipple

BONDEX INSURANCE COMPANY
Statutory Financial Statement
December 31, 2019

ASSETS

Bonds	\$ 2,584,172
Stocks	\$ 958,961
Cash	\$ 7,579,213
Interest due and accrued	\$ 24,441
Uncollected premiums & agents' balances	\$ 1,701,495
Net deferred taxes	\$ 63,585
Net tax asset	
Fixed Assets	
Federal Tax Asset	\$ (158,711)
Other assets	\$ 106,164
Total Assets	<u>\$ 12,859,320</u>

LIABILITIES & POLICYHOLDERS' SURPLUS

Liabilities

Loss & Loss Adjustment Expenses	\$ 543,474
Commissions Payable	\$ 504,342
Other Expenses (excluding taxes)	\$ 154,636
Unearned premium	\$ 2,382,030
Taxes, Licenses & Fees	\$ 6,373
Amounts withheld for others	\$ -
Ceded Reinsurance Payable	\$ (141)
Aggregate Write-ins for liabilities	\$ 4,640,577
Total Liabilities	<u>\$ 8,231,291</u>

Surplus

Surplus	
Common Stock	\$ 1,000,000
Unassigned surplus	\$ 2,078,028
Gross paid-in and contributed surplus	\$ 1,550,000
Total Surplus	<u>\$ 4,628,028</u>
Total Liabilities & Policyholders' Surplus	<u>\$ 12,859,319</u>

I, Philip S. Tobey, President of Bondex Insurance Company, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31st, 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 Florham Park, New Jersey this 8th day of April, 2020.




COMMERCIAL IRRIGATION REFERENCES

PROPERTY

CONTACT

CITY OF JERSEY CITY

RODNEY HADLEY
201-547-4401

SQUADRON GARDENS

MIKE DISTLEHHURST
201-320-3860

EXECUTIVE I & IV

JOHN JOVAN
845-357-7000 x453

MONTEBELLO COMMONS

JOE SIMONETTI
845-357-7000

KOHL INDUSTRIAL PARK

JONATHAN LITT
845-450-5150

ROCKLAND JCC

DAVID KRISCHTEL
845-362-4400 x108

MADISON SQUARE GARDEN
TRAINING CENTER

MIQUEL VASQUEZ
212-481-7107

ADDITIONAL REFERENCES AVAILABLE UPON REQUEST

Ascape Landscape

1. CERTIFICATE OF EXPERIENCE

Stuart Chaitin hereby certifies that Ascape Landscape & Const Corp has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates

See attached

Ascape Landscape & Const. Corp

Name of Bidder

[Signature]

By Stuart Chaitin

Title President

[Signature]
Witness

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.

2. PLANT AND EQUIPMENT QUESTIONNAIRE

Submitted to City of Jersey City

By Ascape Landscape & Const Corp A Corporation
A Co-partnership
An Individual

Principal Office 634 Route 303 Blauvelt, NY 10913

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- a. In what manner have you inspected the proposed work? Explain in detail.
We have and are currently performing this work for the City of Jersey City.
- b. Explain your plan or layout for performing the proposed work.
All work will be per plans & specs.
- c. The work, if awarded to you, will have the personal supervision of whom?
Stuart Chaitin
- d. Do you intend to do the grading on the proposed work with your own forces? N/A If so, give type of equipment to be used.
- e. Do you intend to sublet any portions of the work? NO
If so, it is mandatory pursuant to N.J.S.A. 40A:11-16 that you list the names of those subcontractors under each discipline below, failure to do so will automatically result in rejection of the bid.

F. Give full information about all of your contracts, whether private or government contracts, whether prime or sub-contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
TOTALS						

See attached WIP

ASCAPE LANDSCAPE - COMMERCIAL LANDSCAPE AND IRRIGATION - 2020

<u>PROJECT</u>	<u>LOCATION</u>	<u>WORK PERFORMED FOR</u>	<u>CONTRACT AMOUNT</u>	<u>AMOUNT TO COMPLETE</u>
22 Sussex St	Hackensack, NJ	22 Sussex LLC 5 Waller Ave White Plains, NY 10601 914-517-3276	44,436.00	44,436.00
24-02 49th St 2020	LIC	Unity Construction 2500Main St Ext, Suite 3 Sayerville, NJ 08872 732-967-9800	41,612.00	41,612.00
60 Charlton Street 2020		Plaza Construcion 1065 Avenue of the America's New York, NY 10018	4,500.00	4,500.00
Allegro 2020	Harrington Park NJ	Wohlsen Construction 548 Steel Way Lancaster, PA 17604 973-265-9786	432,887.00	411,950.00
Artis Senior Living 2021	Somers, NY	Whiting-Turner 707 Westchester Ave White Plains, NY 10604 914-696-0003	222,000.00	222,000.00
Calais Road Park	Randolph, NJ	Rochelle Contracting 194 Kings Highway Landing, NJ 07850 973-398-9626	105,000.00	105,000.00
Cleveland Street ES 2021	Orange, NJ	Brockwell & Carrington 1 Como Court Towaco, NJ 07082 973-237-1222	47,672.00	47,672.00
Cooke Center for Learning & Development SPRING 2020		McGowan 160 EAST UNION AVE EAST RUTHERFORD, NJ 07073 201-865-4666	45,000.00	8,250.00
DPW Facility / Parks	Rye Brook, NY	Unimak LLC	11,105.00	11,105.00

2020		322 Lanza Ave Garfield, NJ 07026 973-478-4925		
Dumont Police & M	Dumont, NJ	The Bennett Company 148 Dayton Ave Passaic, NJ 07055 973-332-6055	42,000.00	42,000.00
Dwight Englewood S	Englewood, NJ	Pavarini Northeast 30 Oak Street Stamford, CT 06905 203-327-0100	415,503.00	1,000.00
2020				
Emerson Memorial E	Emerson, NJ	Benard Associates 321 Hamburg Turnpike Wayne, NJ 07470	14,627.00	500.00
2020				
Fairlawn Senior Hou:	Fairlawn, NJ	March Associates 601 Hamburg Turnpike Wayne, NJ 07470 973-904-0213	92,339.00	63,775.00
2020				
Greenwich Academy	Greenwich, CT	AP Construction 707 Summer St Stamford, CT 06901	440,050.00	270,000.00
2020				
Green Court		Petretti 270 Madison Ave New York, NY 10016 646-588-4806	1,250,000.00	1,250,000.00
*Hillside Ave	Queens, NY	Racanelli Construction 1895 Walt Whitman Rd Melville, NY 11747 631-454-1010	14,400.00	14,400.00
2020				
Hoboken 4th & Gard	Hoboken, NJ	A-Tech Concrete 11 Taylor Road	12,673.00	12,673.00

		Edison, NJ 08817 732-248-1777		
Holmdell School 2020	Holmdell, NJ	M&M Construction 540 North Avenue Union, NJ 07083 201-906-7068	62,000.00	47,788.00
Hylan Plaza	Staten Island	Hudson Meridian 40 Rector Street, 18th Floor New York, NY 10006 212-608-6600	1,550,812.00	259,212.00
Jetro RD/HQ Maintenance		Barr & Barr 460 W. 34th St New York, NY 10001 212-563-2330	340,822.00	28,221.00
Kuser Industrial Cent	Hamilton, NJ	Premier Design + Build Grou 517 Route One South Iselin, NJ 08830 732-326-2968	149,590.00	109,590.00
Lawrence Hospital 2020	Bronxville, NY	Jennings Inc. 480 Mamaroneck Ave Harrison, NY 10528 914-381-5300	13,000.00	13,000.00
Merritt Village 2020	New Canaan, CT	A.P. Construction 707 Summer St Stamford, CT 06901 203-359-4704	535,000.00	398,000.00
NJCU Squire Hall 2021	Oceanport, NJ	Del-Sano 2037 Morris Ave Union, NJ 07083 908-688-8891 ext 105	214,000.00	214,000.00
Northeastern Tower	Jamaica, NY	Mega Contracting 48-02 25th Ave, Suite 400 Astoria, NY 11103	254,208.00	254,208.00
Ossining Childrens C	Ossining, NY	Consigli Construction 199 West Rd Pleasant Valley, NY 12569 845-635-1800	59,471.00	59,471.00

Panera Bread 2020	Springfield, NJ	Frontier Building 1801 SW 3rd Ave Miami, FL 33129 305-692-9992	19,398.00	19,398.00
Regeneron 2020	Mt. Pleasant, NY	Skanska 350 5th Ave New York, NY 10118	701,568.00	80,463.00
Rockland County Hig 2021	Nanuet, NY	Worth Construction 24 Taylor Avenue Behtel, CT 06801 203-797-8788	77,000.00	77,000.00
Royal Farms	Brick, NJ	Grace Construction 1530 Glen Ave, Suite 4 Morristown, NJ 08057 856-755-0041	40,292.00	40,292.00
Scarsdale Library	Scarsdale, NY	Niram Construction 91 Fulton St. Boonton, NJ 07005-1909 973-658-4061	71,202.00	71,202.00
St. Helens Church	Westfield, NJ	PEM 828 South Ave W Westfield, NJ 07090 908-654-9005	17,263.00	17,263.00
St. Luke's Cornwall F 2020	Newburgh, NY	Holt 50 East Washington Ave Pearl River, NY 10965 845-735-4054	9,500.00	6,500.00
USTA - South Campu	Queens, NY	USTA	47,000.00	12,000.00
Walmart 2020	Farmingdale, NY	William A. Randolph 820 Lakeside Drive Gurnee, IL 60031 847-856-0123	107,398.00	15,459.00
Westwood MS	Westwood, NJ	Dobco 15 Corporate Drive, Suite 8 &9 Wayne, NJ 07470 973-317-9000	126,465.00	126,465.00

William Ward Schoo New Rochelle, NY	ELQ	19,431.10	19,431.10
	567 Fifth Ave		
	New Rochelle, NY 10801		
	914-654-1040		

ASCAPE LANDSCAPE TOTAL: 7,606,788.10 4,375,400.10

g. What equipment do you own that is available for and intended to be used on the proposed project?

QTY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	COND.	YRS. OF SERVICE	PRESENT LOCATION

See attached list

h. What equipment do you intend to purchase or lease for use on the proposed project?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC	APPROXIMATE COST	
			PURCHASE	LEASE

NONE

Year	Make	Kind	Model
2004	Freightliner	Truck	Freightliner
2013	Ford	Truck	F350
2012	Kenworth	Truck	Roll-off
2012	Ford	Truck	F550
2012	Ford	Truck	F350
2013	Ford	Truck	F350
2015	Ford	Truck	F550
2015	Ford	Truck	F350
2015	Ford	Truck	F450
2015	Ford	Truck	F550
2015	Ford	Truck	Utility
2015	Ford	Truck	F350
2015	Ford	Truck	F350
2016	Ford	Truck	F350
2017	Ford	Truck	F350
2012	Ford	Truck	F550
2014	Ford	Truck	F350
2015	Ford	Truck	F350
2016	Ford	Truck	F550
2019	Ford	Truck	F350
2019	Ford	Truck	F350
2018	Ford	Truck	F550
2019	Ford	Truck	F550
2019	Ford	Truck	F550
2019	Ford	Truck	F450/550

(Date Disposed = blank) and ((Kind = Dump) or (Kind = Equipment) or (Kind = Hooklift roll-off) or...

Year	Make	Kind	▼ Model
2014	Sure Trac	Trailer	
2001	Ev/Su	Trailer	
2001	Starlite	Trailer	
2001	Starlite	Trailer	
1987	Hudson	Trailer	
2002	Starlite	Trailer	
1985	Home Made	Trailer	
2007	Winston	Trailer	
2008	Winston	Trailer	
2004	Hallmark	Trailer	
2018	Custom Heavy Ha	Trailer	DO20T25+52ALP
2010	SU/TR	Trailer	
2020	Western Star	Trac	N/A
2020	Western Star	Roll-off	4900SF
2020	Ford	Pick up	F350
2013	ODB	Equipment	Leaf Collector
2000	Komatsu	Equipment	WA120-3L - wheel loader
2004	Bobcat	Equipment	S250
2005	Ditch Witch	Equipment	410SX Vibratory plow
1995	Hydroseeder	Equipment	HD 6001-60 Old
2006	Hydroseeder	Equipment	Hydro seeder EZ-L65
2011	Komatsu	Equipment	Excavator
2011	Cat	Equipment	Generator
2011	Cat	Equipment	Bobcat
2012	Cat	Equipment	Bobcat

(Date Disposed = blank) and ((Kind = Dump) or (Kind = Equipment) or (Kind = Hooldift roll-off) or...

Year	Make	Kind	Model
2014	Polaris	Equipment	Quad
2014	Kubota	Equipment	KX057-4 Excavator
2014	Kubota	Equipment	1100 RTV
2015	Bobcat	Equipment	Soil Conditioner 84"
2015	Kubota	Equipment	1100 RTV
	Kubota	Equipment	SVL90
2017	Takeuchi	Equipment	TB230 Compact Excavator
2007	Komatsu	Equipment	XM WA200
2012	Bobcat	Equipment	S650
2012	Komatsu	Equipment	WA-120
2017	Epic	Equipment	C120 Hydro Mulcher
2006	S300	Equipment	Bobcat
2018	WAC - Tamper	Equipment	WP1550AW
2018	410 SX Trencher	Equipment	DWP410SXAJ0001835
2018	Takeuchi	Equipment	TW65 Wheel loader
2018	Takeuchi	Equipment	TW65 Wheel loader
2019	Caterpillar	Equipment	262D Skid Steer
2019	Caterpillar	Equipment	272D2 XPS
2011	289C	Equipment	Cat
2012	252B	Equipment	Cat
2021	Mac	Dump	

(Date Disposed = blank) and ((Kind = Dump) or (Kind = Equipment) or (Kind = Hooklift roll-off) or...

i. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

NO

The undersigned hereby declare(s) Stuart Chaitin that the items of equipment in Table 1 are owned by Ascape Landscape, and are available for and intended to be used on the Project, if Ascape Landscape awarded the Contract, and that he/they propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

Dated at Blauvelt NY this 14th

day of August, 2020

Ascape Landscape Cons. Corp
Name of Organization

By [Signature]

President
Title of Person Signing

STATE OF New York

COUNTY OF Rockland ss:

Stuart Chaitin, Being duly sworn, deposes and says that he is president of the above Ascape Landscape
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 14th

day of August, 2020

[Signature]
Notary Public Lisa M. Westbrook
State of New York

No. 01WE6331556
Qualified In Rockland County
My Commission Expires October 13, 2023

My commission expires _____

**CITY OF JERSEY CITY
DISCLOSURE OF INVESTMENT
ACTIVITIES IN IRAN**

CITY OF JERSEY CITY, NEW JERSEY 07307
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Company Name: Ascape Landscape

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

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that 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 <http://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 Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

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 N.J. Department of the 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.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department'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 assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

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

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

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein; I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare, any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Stuart Chaitin

Signature: [Signature]

Title: President

Date: 8/12/2020

**STATEMENT
OF OWNERSHIP DISCLOSURE
N.J.S.A. 53:25-24.2
(P.L C.33, as amended by P.L. 2016, c. 43)**

STATEMENT OF OWNERSHIP DISCLOSURE
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 completed, certified to, and included with all bid and proposal submissions, Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Ascape Landscape & Construction Corp

Organization Address: 634 Route 303 Blauvelt, NY 10913

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home address (for Individuals) or Business Address
Stuart Chaitin	617 N. Broadway Upper Nyack, NY 10960

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

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


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

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

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

Part IV Certification

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

Full Name (Print):	Stuart Chaitin	Title:	President
Signature :		Date:	8/12/2020



CITY OF JERSEY CITY

DIVISION OF PURCHASING

394 CENTRAL AVENUE, 3RD FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155/5156



STEVEN M. FULOP
MAYOR OF JERSEY CITY

PETER FOLGADO
DIRECTOR OF PURCHASING, QPA, RPAQ

CERTIFICATION REGARDING SUSPENSION/DEBARMENT

I am President of the firm of, Ascape Landscape
the Contractor who submitted the lowest responsible bid for the project known as
Maintenance of Irrigation Systems At numerous City own Facilities.

I executed the Proposal submitted to the City of Jersey City with the full authority to do so. As of the date of execution of this Certification on this 12 day of August, 2020, the firm of Ascape Landscapes Const Corp nor any affiliates of the firm have not been suspended or debarred from submitting bid proposals by the United States of America, its departments, divisions, and agencies or the State of New Jersey, its department, divisions, and agencies.

I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Ascape Landscapes Const Corp
(Name of Contractor)

Signed [Signature] By: Stuart Chaitin

Dated: August 12, 2020

Title: President

Sworn and subscribed to before me
this 14 day of August, 2020
[Signature]
Notary Public - State of New York
No. 01WE6331556
Qualified in Rockland County
My Commission Expires October 13, 2023

BID PROPOSAL DOCUMENTS

City of Jersey City
Division of Park Maintenance
Date August 12, 2020

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND ORIGINAL DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH PROJECT TITLE AND TWO COPIES.

Proposal of Ascape Landscape Const Corp (hereinafter called "Bidder" organized and existing under the laws the state of New York doing business as Ascape Landscape Construction Corp. a corporation.

Gentleman:

The Bidder, in compliance with your invitation for bids for the:

**Specifications for Maintenance of Irrigation Systems
at Numerous City Owned Facilities**

having examined the plans specifications with related documents, and being familiar with all of the conditions involving the proposed contract including the availability of materials, and labor hereby proposed contract including the availability of materials, hereby proposes to furnished all materials, and supplies in accordance with the Contract Documents for the prices stated below. These prices are to cover all expenses incurred in performing work required under the Contract Documents; of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to proceed from the City and fully compete the project within 365 consecutive calender days thereafter as stipulated in the specifications.

Bidder acknowledge receipt of the following addendum:

Addendum No. 1 Dated: July 30, 2020
Addendum No. _____ Dated _____
Addendum No. _____ Dated: _____

*** Insert a corporation", "a partnership", or "an individual" as applicable**



CITY OF JERSEY CITY

DIVISION OF PURCHASING

394 CENTRAL AVENUE, 3RD FLOOR | JERSEY CITY, NJ 07307
P: 201 547 5155/5156



STEVEN M. FULOP
MAYOR OF JERSEY CITY

RAQUEL Y. TOSADO
ACTING PURCHASING AGENT

ADDENDUM NO. 1

MAINTENANCE OF IRRIGATION SYSTEMS

BID NUMBER PARKS 2020

JERSEY CITY, NEW JERSEY

JULY 30, 2020

TO ALL PROSPECTIVE BIDDERS:

The following addendum shall be incorporated in the Contract Documents of the above-mentioned job, and all requirements herein are as fully a part of the Contract Documents as if included therewith. This addendum alters, amends, or clarifies the original Contract Documents and takes precedence wherein conflict.

YOU MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY TYPING VERIFICATION OF RECEIPT, ADDENDUM NO. 1 DATED JULY 30, 2020 ON THE PROPOSAL FORM.

CLARIFICATION TO RFP SPECIFICATIONS:

REMOVE: PAGES 28 AND 29

REPLACE WITH: REVISED 7/30/20 PAGES 28 AND 29 (PARKS ADDED)

Hamilton Park	25-West Hamilton Place
Boyd McGuiness	2565-2579 Kennedy Blvd.

END OF ADDENDUM NO. 1

C: Raquel Tosado, Director, Acting Purchasing Agent

Bidders

Bid Bond

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

ASCAPE LANDSCAPE & CONSTRUCTION CORP. as Principal, Bondex Insurance Company as Surety, are hereby and firmly bound unto the City of Jersey City, in the penal sum of TEN PERCENT of amount of bid, not to exceed TWENTY THOUSAND and 00/100 Dollars (10% not to exceed \$20,000.00) for payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this 20th day of August, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

Specifications for Maintenance of Irrigation Systems at Numerous City Owned Facilities

NOW, THEREOF, if said Bid shall be rejected, or, in the alternative,

If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the Bid.

Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Surety: Bondex Insurance Company

By: Brenda Turiello

Brenda Turiello, Attorney-in-Fact

Brianne Vazquez

Brianne Vazquez, Witness

Principal: ASCAPE LANDSCAPE & CONSTRUCTION CORP.

By: [Signature]

Stuart Chautin

Consent of Surety

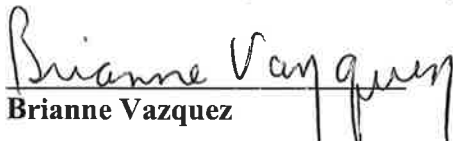
Bondex Insurance Company, a corporation created and existing under the laws of the State of NJ, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the NJ (hereinafter, the "Surety") does hereby consent and agree with the bid of **ASCAPE LANDSCAPE & CONSTRUCTION CORP.** (hereinafter, the "Principal"), as Principal, for **Specifications for Maintenance of Irrigation Systems at Numerous City Owned Facilities** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 60 days after bid opening, or as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree in writing to a longer period.

This Consent of Surety has been signed, sealed and dated on **8/20/2020**

ATTEST:

Bondex Insurance Company


Brianne Vazquez


Brenda Turiello, Attorney In Fact

This Power of Attorney is for Bid Bonds and Consents of Surety ONLY.

BOND #: Bid

**POWER OF ATTORNEY
Bondex Insurance Company**

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint: **Claudia Pereira, Brenda Turiello, Jaclyn Murphy, and Antonina Baguley**

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00)*****

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

**RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, Bondex Insurance Company has caused its seal to be affixed hereto and executed by its President on the 25th day of October, 2018.



BONDEX INSURANCE COMPANY

BY [Signature]
Philip S. Tobey, President

State of New Jersey
County of Morris ss.

On this 25th day of October, 2018, before me, a notary public, personally appeared Philip S. Tobey, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/2/2022

BY [Signature]
Carol DeCapua, Notary Public

I, Maureen Cupo, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 20th day of August, 20 20



BY [Signature]
Maureen Cupo, Secretary

Warning: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties

1. : . NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY) ^{York}

COUNTY OF HUDSON) ^{Rockland} ss:

I, Stuart Chaitin of the City of Blauvelt, in the County of Rockland and the State of New York, of full age, being duly sworn according to law, upon my oath

depose and say that:

I am President of the firm of Ascape Landscape & Const Corp the bidder making the Proposal for the above named project and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Ascape Landscape & Const. Corp
(Name of Contractor)

[Signature]
(Also type or print name of affiant under signature) Stuart Chaitin

ATTEST:

N/A
Secretary

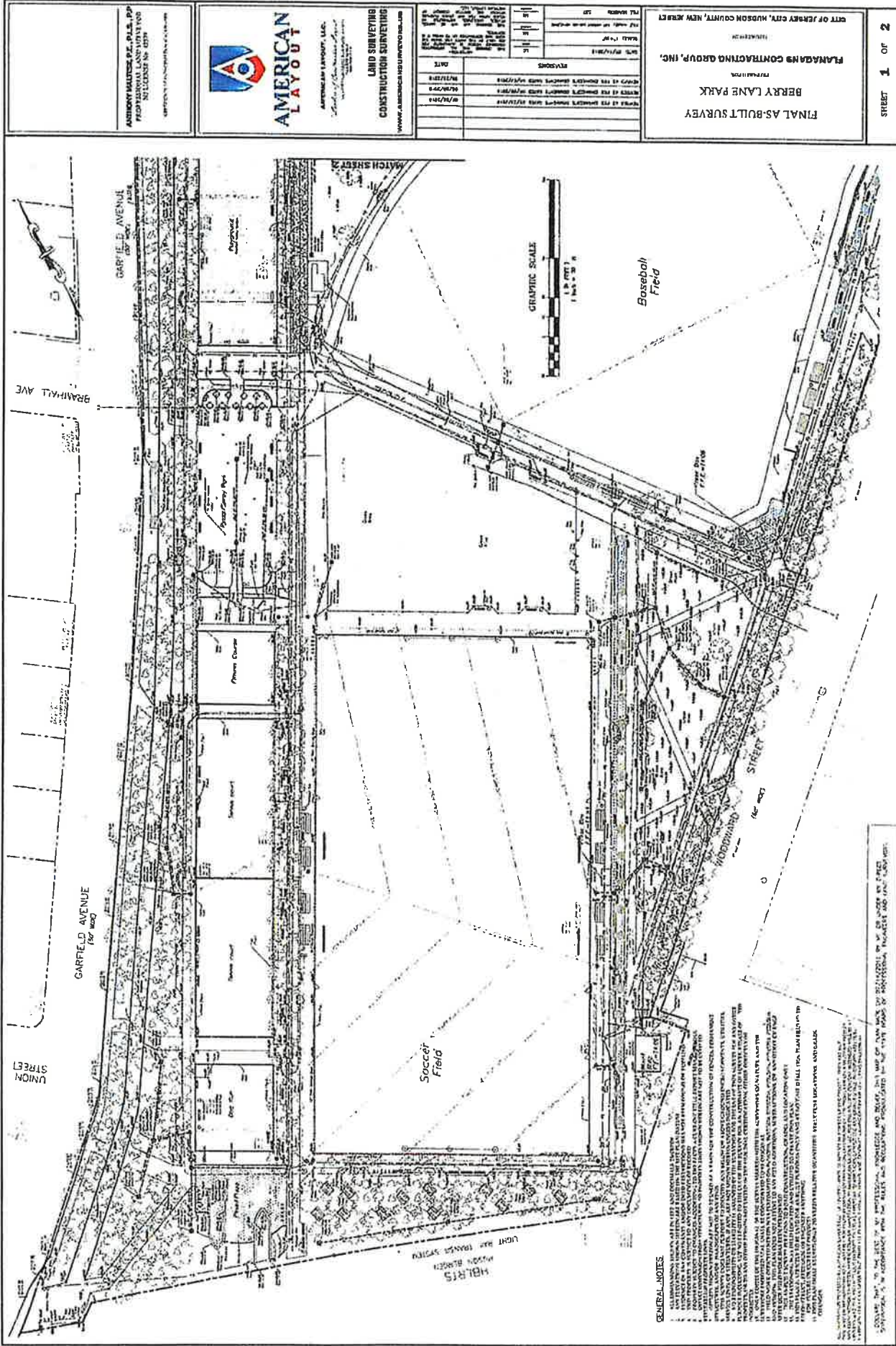
(Affix Corporate Seal)

Sworn and subscribed to before me this 14th day of August, 2020

[Signature]
Notary Public - State of New York
No. 01WE6331556
Qualified In Rockland County
My Commission Expires October 13, 2023

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

APPENDIX
IRRIGATION
BERRY LANE
PARK



FINAL AS-BUILT SURVEY
BERRY LANE PARK
 PLANNING
FLANAGAN CONTRACTING GROUP, INC.
 ENGINEER
 CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

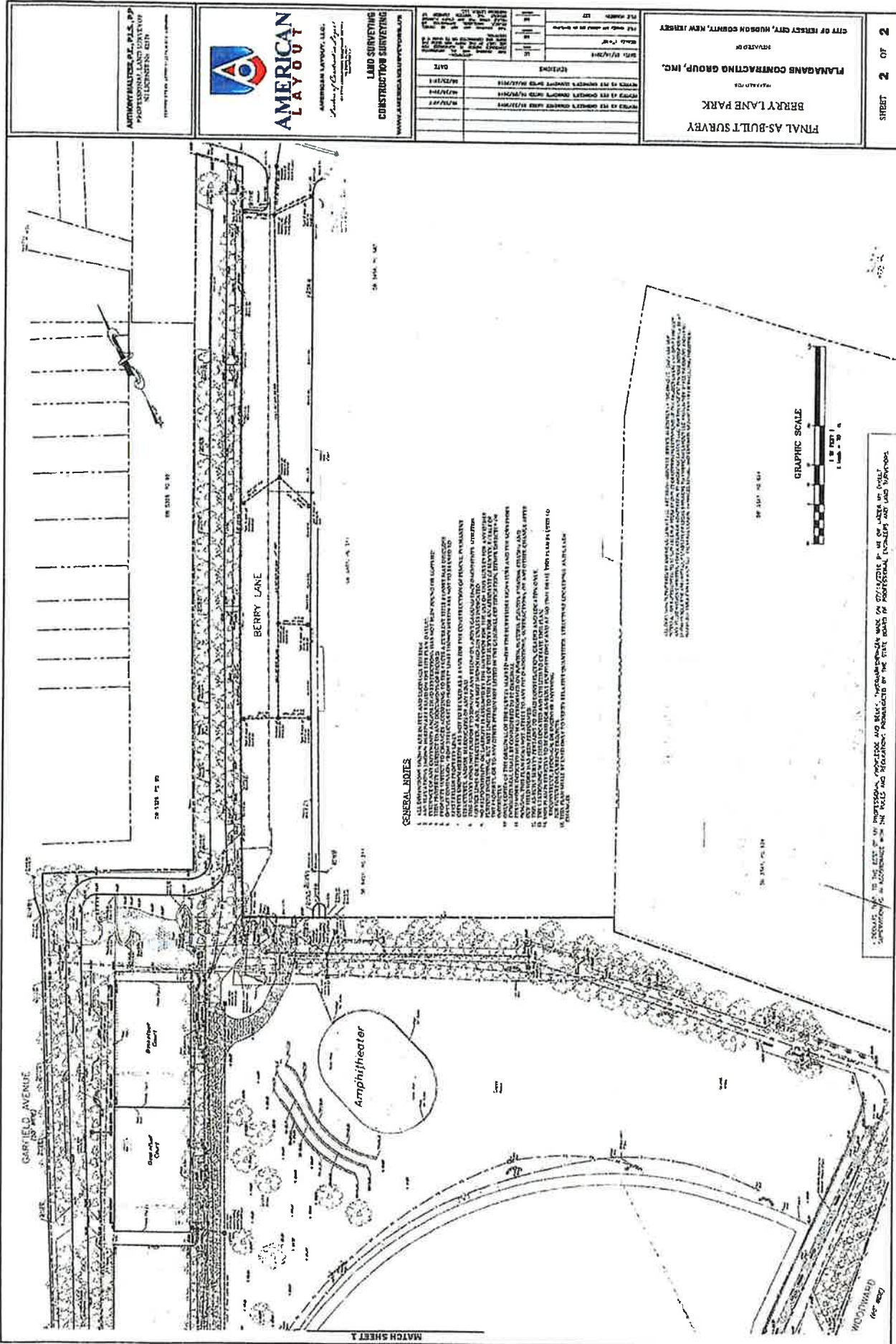
REVISIONS	
NO.	DATE
1	04/24/20
2	05/14/20
3	05/20/20
4	06/01/20
5	06/01/20
6	06/01/20
7	06/01/20
8	06/01/20
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17	06/01/20
18	06/01/20
19	06/01/20
20	06/01/20

AMERICAN LAYOUT
 AMERICAN LAYOUT, LLC
 LAND SURVEYING
 CONSTRUCTION SURVEYING
 WWW.AMERICANLAYOUT.COM

ANTHONY MALONE, P.E., P.L., P.P.
 PROFESSIONAL LAND SURVEYOR
 LICENSE NO. 0254

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE NEW JERSEY SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.
3. THE SURVEY WAS CONDUCTED USING THE FOLLOWING EQUIPMENT AND METHODS:
4. THE SURVEY WAS CONDUCTED ON THE FOLLOWING DATE(S):
5. THE SURVEY WAS CONDUCTED BY THE FOLLOWING SURVEYORS:
6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING STANDARDS:
7. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING REGULATIONS:
8. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING ORDINANCES:
9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING DECREES:
10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING RESOLUTIONS:
11. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING ORDERS:
12. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING DECISIONS:
13. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING ADJUDICATIONS:
14. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING AGREEMENTS:
15. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING TREATIES:
16. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING STATUTES:
17. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING CONSTITUTIONS:
18. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING INTERNATIONAL AGREEMENTS:
19. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING INTERNATIONAL TREATIES:
20. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FOLLOWING INTERNATIONAL CONVENTIONS:



GENERAL NOTES

1. ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED ARE IN FEET AND DECIMALS THEREOF.
2. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
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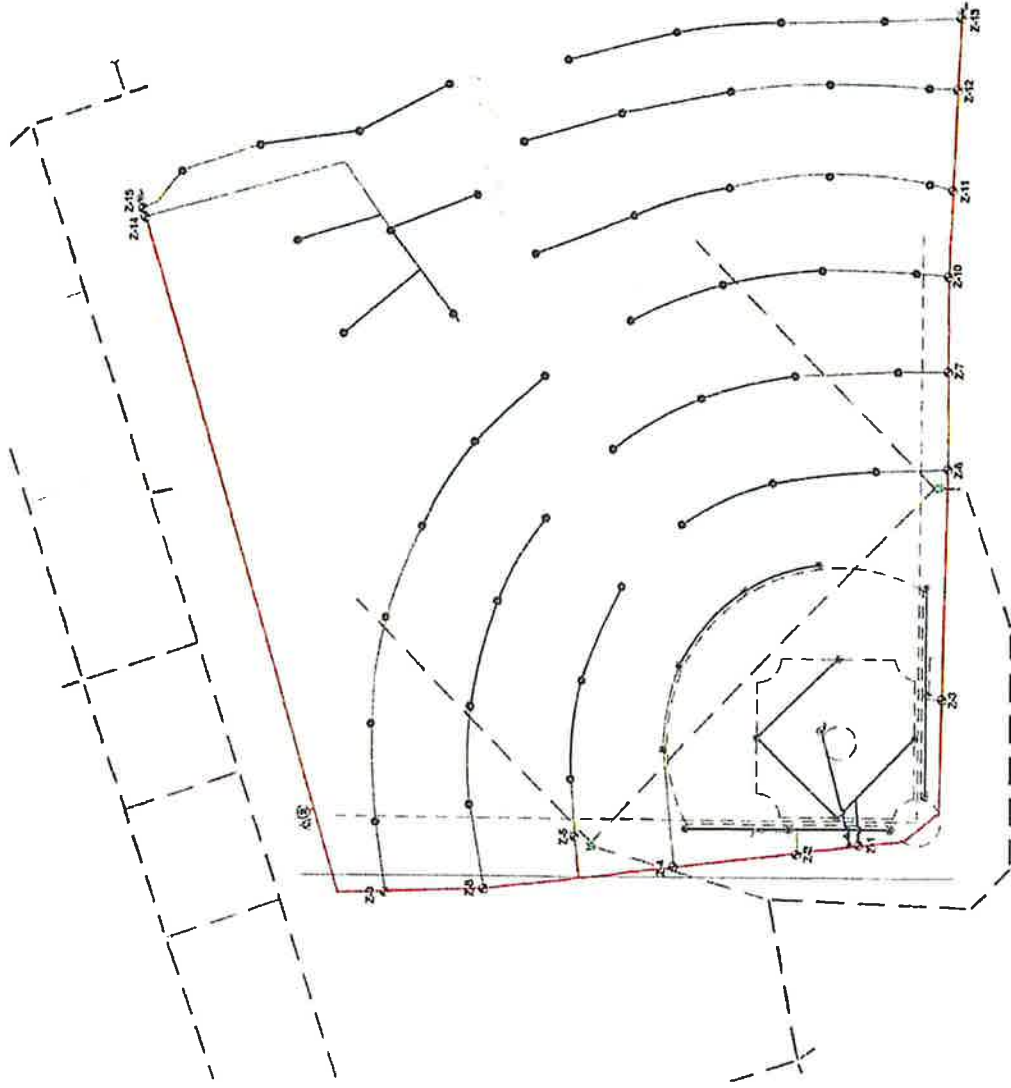
THIS PLAN IS THE PROPERTY OF AMERICAN LAYOUT, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AMERICAN LAYOUT, INC. THE CITY OF JERSEY CITY, NEW JERSEY, IS THE CLIENT OF AMERICAN LAYOUT, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF AMERICAN LAYOUT, INC.

FINAL AS-BUILT SURVEY
BERRY LANE PARK
PLANNING CONTRACTOR
PLANNING CONTRACTOR GROUP, INC.
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

DATE	DESCRIPTION
08/12/2020	FINAL AS-BUILT SURVEY
08/12/2020	CONSTRUCTION SURVEYING
08/12/2020	LAND SURVEYING

AMERICAN LAYOUT, INC.
AMERICAN LAYOUT
LAND SURVEYING
CONSTRUCTION SURVEYING

ANTHONY HALLER, P.E., P.L.S., P.P.
PHOTOGRAMMETRY AND SURVEY
INDEPENDENT GEN.



Irrigation Legend

- Hunter I-25 Rotameter SES
- Hunter I-25 Rotameter ADS
- Quick Coupling Valve
- Hunter PIV-151 Valve
- 1 1/2" Ball Valve
- Lateral - Class 200 1 1/2"
- Mainline - Class 200 3 1/2"
- Hunter I-Care Controller
- R92

Perry Jacobs
NATIONAL
 ENGINEERS ARCHITECTS
 1000 WEST 10TH STREET
 NEW JERSEY 07102
 TEL: 201-992-2200
 FAX: 201-992-2201
 WWW.PJENR.COM

REPLICATION AS BUILT
 SHEET # 11-101-01-001
 PROJECT # 11-101-01-001
 DATE 11/10/11
 SCALE 1" = 20'
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)/
AFFIRMATIVE ACTION (AA) REQUIREMENTS
FOR CONSTRUCTION CONTRACTS**

**Questions in reference to EEO/AA requirements for Construction
Contracts should be directed to:**

**Jeana F. Abuan
Acting Director
EEO/AA/Public Agency Compliance Officer
Department of Administration
Office of Tax Abatement & Compliance
13-15 Linden Avenue 2nd Floor
Jersey City NJ 07305
Tel. # 201-547-4538
E-Mail Address: abuanj@jcnj.org**

Rev. 02/10/12

**Minority/Women Business Participation
In City Construction Contracts
City of Jersey City
Department of Administration
Office of Equal Opportunity/Affirmative Action**

I Policy

The City of Jersey City has a policy of equal opportunity and nondiscrimination in public contracting based on race, national origin or gender. Further, the City's policy is to encourage increased participation of minority owned businesses in city contracts. This is in accordance with N.J.S.A. 10:5-32, which provides that public works contracts shall provide for equality in opportunity by any contractor engaged in a public works project.

The City has determined that a "responsible" bidder does not engage in unlawful race or gender discrimination in its awarding of subcontracts or the purchase of supplies used in construction, and does make reasonable efforts to solicit and award subcontracts to minority and female businesses.

II Purpose

The city has adopted regulations to assure that bidders receiving City Constructions are not engaged in unlawful discrimination and make reasonable good faith to include persons of color and women owned businesses as subcontractors. The intent and purpose of these procedures is not to require that a specific proportion of every contract be allocated to minority and women owned businesses, but to assure that they are included in the competitive process and have opportunities to participate in the city's publicly contracted projects. Pursuant to this policy, contractor is expected to include minority/women owned businesses in all formal or informal invitations to quote, etc, and to make every reasonable effort to provide subcontracting opportunities to qualified minority and women owned businesses.

The purpose of the "participation levels" referred to herein is to help the city determine whether the contractor has met the requirements of nondiscrimination and of good faith efforts to make subcontracting opportunities available to minority and woman owned businesses. These regulations presume that contractors who have attained or exceeded the suggested participation levels for minority and female subcontractor participation on particular City construction contracts are not engaging in unlawful sex or racial discrimination and have engaged in reasonable efforts to involve minority and female subcontractors. A contractor who is unable to attain or exceed such levels may have its subcontracting practices examined by the city to determine if it is engaging in unlawful discrimination in subcontracting practices or has failed to engage in reasonable outreach efforts.

III Suggested participation level for minority and women owned subcontractors:

- A. Suggested levels of participation for minority owned subcontractors and women owned subcontractors are determined based on estimates of the dollar value of the work in the various disciplines which may be subcontracted and the availability of minority and woman owned prospective subcontractors in the applicable work areas as reflected in the "SAVI II" database maintained by the State of new Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses. The Office of the Minority & Women Business Enterprise Program maintains and updates a listing of minority and women owned businesses (M/WB's) providing various categories of goods and services. Minority and/ or women owned businesses (M/WB's) are those registered as such with the State of New Jersey, Department of Commerce & Economic Development, Division of Small, Women & Minority Businesses (SAVI II database). In addition, bona fide minority or women owned businesses that are not so registered will be accepted as such pending completion of the registration process, on recommendation of the Minority/ Women Business Enterprise Development Program (MWBE Director).
- B. In the event the contractor who is awarded the contract elects to perform in-house, with its own personnel and resources, parts of the job included in the subcontracting estimate, the participation levels will be adjusted accordingly.
- C. Suggested participation levels for this project are:
 Minority Owned20% of the total dollar amount of the contract
 Woman owned20% of the total dollar amount of the contract

IV Availability of information/referral lists of minority/women businesses

- A. To assist the successful bidder in identifying prospective M/WB subcontractors for various areas of work included in the project, after notification that the City Council has awarded the contract but prior to the execution of the contract, the successful bidder should contact the M/WBE Director with regard to meeting the City's suggested participation levels of M/WB contractors in the specific disciplines involved in the project.

 Identification and/or establishment of prospective subcontractors in various specialties by the M/WBE Director or any City employee are not to be construed as making any representation as to the qualification of any such contractor to perform. Such identification/establishment are made for the sole purpose of identifying minority and women owned businesses in the required areas of work. Determination of qualifications for the particular project remains the responsibility of the contractor. Nothing in these requirements is to be construed as changing in

any way the provision that "bidder will be required to establish to the satisfaction of the Architect (Engineer) the reliability and responsibility of the proposed subcontractors to furnish and perform the work . . . ", or any other provision of these specifications.

V. Bidders will submit with bid proposal:

1. Plan for outreach to and utilization of minority and/or women owned businesses as subcontractors, including bidder's anticipated level for M/WB's in each specialty, which parts of the contract bidder plans to subcontract, and which parts of the contract bidder anticipates subcontracting to M/WB's (Form MWB-3)
2. As to subcontractors required to be submitted with the bid proposal pursuant to NJSA 40A:11-16, or any additional subcontractors requested for bid submission by the architect Engineer, bidder will indicate, on Form MWB-3, if any, are minority or woman owned, and what efforts were made to offer subcontracting opportunities to MWB's in these disciplines, including "solicitation list" of contractors solicited to quote on the job and "commitment lists" of those awarded or to be awarded subcontracts.
3. Bidders will provide a separate copy of items 1 and 2 above, which the Purchasing Agent will forward to the MWB director for review.

VI. The following applies to the apparent lowest responsive bidder, or three lowest responsive bidders, after results of bid reception have been announced by the Purchasing Agent:

- A. MWBE director will review forms/information submitted by apparent lowest responsible bidder (or three lowest responsible bidders) as part of the bid/proposal, for compliance with nondiscrimination and minority/ women business outreach requirements. These will be preliminary findings, subject to receipt and review of further information/documentation indicated below.
- B. MWBE Director may communicate with apparent lowest responsible bidder (or three lowest) requesting further information about subcontractors solicited and subcontractors engaged, and which if any are minority or woman owned, and if appropriate, offering assistance in identifying prospective minority/women subcontractors. (See Form MWB-5). Contractor will have one week to respond. If contractor fails to respond this may resulted in the bid being found non-responsive, on recommendation of the MWBE Director in consultation with the Corporation Counsel.
- C. MWBE review will include

1. Verifying that proposed subcontractors listed as M/WB's are listed in the State of NJ SAVI II database or other recognized MWBE listings, e.g., New Jersey Transit, Port Authority, etc. If not, director will attempt to ascertain whether said subcontractors are in fact person of color and/or woman owned and controlled, and provide assistance to proposed subcontractors in registering with SAVI II If MWBE Director has reason to believe the proposed subcontractor is not a bona fide or woman owned and operated business he/she will inform the bidding contractor and the city officials referred to in this section, and may require further verification.
2. Verifying whether bidder has achieved the suggested levels of MWB participation.
3. If not, reviewing the contractor's efforts as documented and the contractor's reasons for not achieving such levels.

D. Findings/Recommendations as to compliance

1. If the bidder's MWB targeted participation levels are achieved, bidder will be presumed not to be engaging in unlawful racial and gender discrimination in the selection of subcontractors and suppliers and will be presumed to have engaged in reasonable outreach efforts.

If the participation levels are not achieved by the bidder, the MWBE director in consultation with the Corporation Counsel will review the contractor's outreach efforts and subcontracting practices to determine if it has engaged in reasonable efforts to provide subcontracting opportunities to minority owned businesses, or if it has engaged or is engaging in unlawful race or sex discrimination.

3. If said review indicates that the bidder has made reasonable efforts to include minority as subcontractors and suppliers and has not engaged in unlawful race and sex discrimination, the bidder will be in compliance with the requirements of these provisions.
4. If said review indicates that the bidder has failed to make reasonable efforts to provide opportunities to minority businesses as subcontractors and suppliers, has or has engaged in unlawful race and sex discrimination, the bidder will be deemed not responsible under the provisions of these regulations and the provisions of the specifications. Such recommendation will be made by the MWBE director to the Purchasing Agent in consultation with the Corporation Counsel. Any bidder whose bid is rejected based on finding of discrimination may request and receive a hearing in accordance with applicable law (local, state and federal).
5. The review and recommendation process referred to in sections C and D should be completed within two weeks.

VII Awarding of contract

- A. The contract will include a provision that Contractor will continue to comply with the provisions of the Minority/Women Business Program requirements and the MWB participation levels agreed upon.**

- B. The MWBE Director will monitor contractor's compliance. In the event that additional or other subcontracting awards become necessary during the course of the project, the MWBE Director will continue to assist in identification of prospective minority/ women subcontractors as appropriate.**

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 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 owner 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 owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, 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 owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner 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 owner 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 owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner 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 owner pursuant to this paragraph.

It is further agreed and understood that the owner 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 owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Stuart Chaitin - President
Representative's Signature: [Signature]
Name of Company: Ascape Landscapes Construction Corp
Tel. No.: 845-353-6500 Date: 8/12/2020

(REVISED 4/13)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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 Dept. 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 Dept. of LWD, Construction EEO

EXHIBIT B (2 of 4)

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 Dept. 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 Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program 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;

EXHIBIT B (3 of 4)

(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 contractor 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 Dept. 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 Dept. 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 Dept. 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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

EXHIBIT B (4 of 4)

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. 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 Dept. 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT B

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Construction Contracts

The undersigned vendor further agrees to furnish the required forms of evidence and understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27.

Representative's Name/Title (Print): Stuart Chaitin
Representative's Signature: [Signature]
Name of Company: Escape Landscape Tel. No.: 845.353.6500 Date: 8/12/2020

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf

1. FID NUMBER 13-3423953		2. CONTRACTOR ID NUMBER 608695		6. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT Name: City of Jersey City Address: 394 Central Ave 3rd Floor Jersey City, NJ 07307			
3. NAME AND ADDRESS OF PRIME CONTRACTOR Ascape Landscape Construction (Name) 634 Route 303 (Street Address)				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD			
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []		7. PROJECT NUMBER		8. NAME AND ADDRESS OF PROJECT Name: Maintenance of Irrigation Address: Systems at various locations			
8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		COUNTY Hudson		9. TRADE OR CRAFT			
5. ASBESTOS WORKER		6. BRICKLAYER OR MASON		7. CARPENTER		8. ELECTRICIAN	
9. GLAZIER		10. HVAC MECHANIC		11. IRONWORKER		12. OPERATING ENGINEER	
13. PAINTER		14. PLUMBER		15. ROOFER		16. SHEET METAL WORKER	
17. SPRINKLER FITTER		18. STEAMFITTER		19. SURVEYOR		20. TILER	
21. TRUCK DRIVER		22. LABORER		23. OTHER		24. OTHER	

	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER			2				1			
19. OTHER										
20. OTHER										

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Stuart Chaitin
(Signature)

President
(Title)

8/12/2020
(Date)

10. (Please Print Your Name)
Stuart Chaitin
(845) 353-6500
(Area Code) (Telephone Number) (Ext.)

**INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT – CONSTRUCTION (AA201)**

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

**THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING
THE CONTRACT AND FORWARD A COPY TO:**

**NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550**

State Of New Jersey
Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202ins.pdf

1. Name and address of Prime Contractor		2. Contractor ID Number	3. F ID or SS Number	
NAME:		4. Reporting Period		5. Public Agency Awarding Contract
ADDRESS:		Date of Award		6. Name and Location of Project
CITY:	STATE:	ZIP CODE:	County:	7. Project ID Number

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS			14. % OF WORK HRS		15. CUM WORK HRS		16. CUM % OF WH		
				A	B	C	D	E	F	NO OF	TOTAL	A	B	A	B	TOTAL	A	B	A	B
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	PEWEELES	NO OF	WOMEN	FEMALE	% OF MEN	% OF FEMALE	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN	WOMEN
			J																	
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17. COMPLETED BY (PRINT OR TYPE)

[NAME]	[SIGNATURE]	[TITLE]
[AREA CODE]	[TELEPHONE NUMBER]	[EXT.]

INSTRUCTIONS FOR COMPLETING MONTHLY PROJECT WORKFORCE REPORT- (AA202)

1. Enter the prime contractor's name, address and zip code number.
2. Enter the **CONTRACTOR ID NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
3. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has not been applied for or issued, or if your business is such that it will not receive a Federal Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.
4. Reporting Period - enter the beginning and ending dates of the month for the report being submitted. (i.e., 1/1/00 - 1/31/00).
5. Enter the complete name of the public agency awarding the contract. Include the date of contract award.
6. Enter the name and location of the project, including the county in which the project is located.
7. Enter the **PROJECT NUMBER** assigned by the Dept. of Labor & Workforce Development Construction EEO Compliance Monitoring Program.
8. Enter the company name(s) of the contractor(s) performing work at the construction site. List the prime contractor first with subcontractor(s) following.
9. Enter the total percent (%) of project work the contractor or subcontractor has completed, to date.
10. Identify the trades or crafts applicable to the prime contractor and each subcontractor listed in column #8. Use a single line for each trade or craft.
11. Enter the total number of employees for each contractor at each level of classification (J=Journeyworker, AP=Apprentice) and the total number of each minority group - Black, Hispanic, American Indian, Asian and Female. Note: Column A shall include Total Number of employees. Columns B-E shall also include minority females. Column F shall include both non-minority and minority females.
12. Enter the total number of minority employees for each employer at each level of classification. Note: This shall be the sum of columns B-E.
13. Enter the Total Monthly work hours for all employees in each craft at each level of classification.
(A) Enter the Total Monthly minority work hours for each craft at each level of classification (Columns B-E).
(B) Enter the Total Monthly female work hours for each craft at each level of classification (Column F).
14. (A) Enter the Total Monthly PERCENT of minority work hours for each craft at each level of classification.
(B) Enter the Total Monthly PERCENT of female work hours for each craft at each level of classification.
15. Enter the Total Cumulative work hours for each craft at each level of classification.
(A) Enter the Total Cumulative minority work hours for each craft at each level of classification.
(B) Enter the Total Cumulative female work hours for each craft at each level of classification.
16. (A) Enter the Cumulative Percent of minority work hours for each craft at each level of classification.
(B) Enter the Cumulative Percent of female work hours for each craft at each level of classification.
17. Print or type the name of the company official submitting the report; include signature, title, telephone number, and date the report is submitted.

THE CONTACTOR SHOULD RETAIN ONE COPY AND SUBMIT A COPY TO THE PUBLIC AGENCY WHICH AWARDED THE CONTRACT. ANOTHER COPY MUST BE FORWARDED TO:

New Jersey Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program
PO Box 209
Trenton, NJ 08625-0209
609 292-9550

SAMPLE LETTER TO THE UNION

(CONTRACTOR'S LETTER HEAD)

Date:

Local Union: _____

Re: _____ Project, Jersey City, NJ

This company is about to enter into a contract with the City of Jersey City for the above project. A condition of the contract is compliance with the state approved affirmative action program, which requires that we make a good faith effort to use minority workers in each construction trade to the extent of ____% of the total work hours, and female workers to the extent of 6.9% of total work hours.

We are further required to submit a statement from an authorized union official, that the union will take such actions as may be necessary with respect to the referral and employment of minority group persons in order to enable this contractor to meet its obligations under the affirmative action plan.

We solicit your help and cooperation, by engaging in aggressive recruitment of minority workers, providing us with the statement requested, and advising whether the union will be able to fulfill our work force needs as indicated.

Very Truly Yours,

CONTRACTOR'S COMPLIANCE PLAN

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
Department of Administration / Office of Tax Abatement
and Compliance**

Project: maintenance of Irrigation # _____

Contractor: Ascape Landscapes & Const Bid Amt. \$ 124,350.00

Please list what portions of the work, if any, you intend to sublet, the approximate value of same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				

We will not be subletting

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 10% unless specifically agreed to by the Office of Tax Abatement and Compliance

CONTINUED ON NEXT PAGE

Project Maintenance of Irrigation

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
	N/A				

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We make every effort to contract with minority or women owned business first.

Name of Contractor Ascape Landscape & Construction Corp

By: Signature [Signature]

Type or print name/title: Stuart Chartin President

Telephone No: 845-353-6500 Date 8/12/2020

CONTRACTOR'S COMPLIANCE PLAN

CONTRACTOR: PROVIDE TWO (2) COMPLETED COPIES OF THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

**City of Jersey City
Department of Administration / Office of Tax Abatement
and Compliance**

Project: maintenance of Irrigation # _____

Contractor: Ascape Landscapes & Const Bid Amt. \$ 124,350.00

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Trade	Approx. \$ value	To minority or woman Business? check appropriate column		
		Minority	Woman	Neither
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX				

We will not be subletting

Receipt of this report by the City does not constitute acceptance by the City of minority business participation goals less than 20% or women business participation goals less than 10% unless specifically agreed to by the Office of Tax Abatement and Compliance

CONTINUED ON NEXT PAGE

COMPLIANCE PLAN Page 2

Project Maintenance of Irrigation

2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
	N/A				

3. What is your policy and practice with respect to outreach and consideration of minority and women-owned vendors/contractors as contractors and/or suppliers?

We make every effort to contract with minority or women owned business first.

Name of Contractor Ascape Landscape & Construction Corp

By: Signature [Signature]

Type or print name/title: Stuart Chartin President

Telephone No: 845-353-6500 Date 8/12/2020

Revised 04/2013

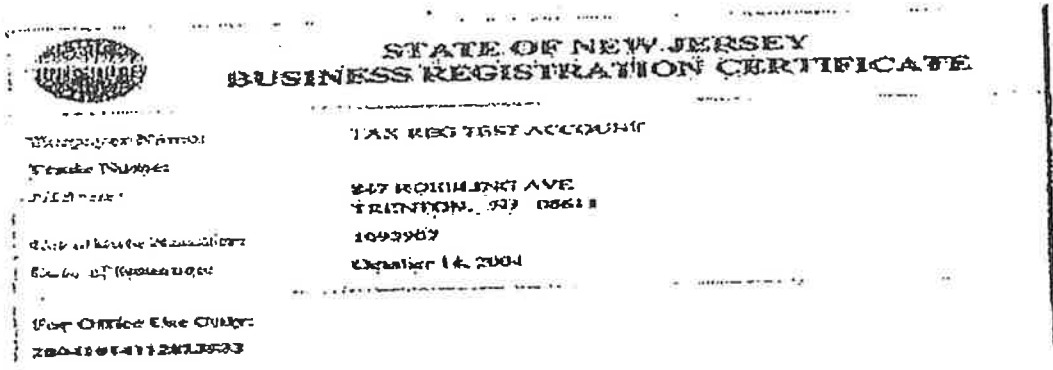
"New Jersey Business Registration Requirements" For Construction Contracts

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

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

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





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



SUPPLIER DIVERSITY DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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



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



SUPPLIER DIVERSITY BIDDER QUESTIONNAIRE

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

Business Name: Ascape Landscape Construction Corp
Address: 1034 Route 303 Blauvelt, NY 10913
Phone: (845) 353-4500
Email: stu@ascapelandscape.com
Contact Name: Stuart Chartin

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

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

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

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

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

Question and Answers for Bid #PARKS 2020 - MAINTENANCE OF IRRIGATION SYSTEMS**Overall Bid Questions****Question 1**

I have a question in regards to the Parks listed in this BID packet. Enos Jones Park and New Port Park were not in service for the last 2 years. Are they going to be in the future? Hamilton Park is not on the list is this park no longer going to be serviced? There are 2 new parks that were not on the last BID packet from 2 years ago: Martucci Field and Riverview Fisk Park do we have any idea how many zones the irrigation systems are for these 2 locations? (Submitted: Jul 29, 2020 11:56:13 AM EDT)

Answer

- Enos Jones and Newport Park will, indeed, be in service. Addendum 1 has been made to add Hamilton Park to the Bid. Martucci consists of Seven (7) zones. Riverview Fisk renovations should be completed shortly, and as per Architecture, it will consist of seventeen (17) zones and one (1) booster pump. (Answered: Jul 30, 2020 1:51:17 PM EDT)

Question 2

Boyd McGuiness Park is not on the list is this for the upcoming BID. Is this park no longer in need of irrigation service? (Submitted: Jul 29, 2020 12:16:40 PM EDT)

Answer

- Addendum 1, Boyd McGuiness Park has been added to the list of Parks to be serviced. (Answered: Jul 30, 2020 1:51:58 PM EDT)

Question 3

There are no dates in the Bid packet other than the day the Bid is due. Contract start and end dates? For the Bid Bond I need to put in the contract anticipated start date and left them know how long the contract is for. (Submitted: Aug 12, 2020 9:22:58 AM EDT)

Answer

- The anticipated start date is around September 24th, 2020. Contract will be for one year with the City having the option to renew for two (2) additional one (1) year terms. (Answered: Aug 12, 2020 12:10:43 PM EDT)

Question Deadline: Aug 13, 2020 4:00:00 PM EDT



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ASCAPE LANDSCAPE & CONSTRUCTION CORP.

Trade Name:

Address:

634 RTE 303
BLAUVELT, NY 10913

Certificate Number:

0214130

Date of Issuance:

June 13, 2006

For Office Use Only:

20060613143317187

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2017** to **15-JUN-2024**



ASCAPE LANDSCAPE & CONSTRUCTION CORP.
634 ROUTE 303
BLAUZELT NY 10913



Ford M. Scudder
FORD M. SCUDDER
State Treasurer

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX
pursuant to **N.J.S.A. 54:32B-1 ET SEQ.**

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

ASCAPE LANDSCAPE & CONSTRUCTIO
634 RTE 303
BLAUVELT NY 10913

Michael J. Boy
Acting Director, Division of Taxation

Tax Registration No: **XXX-XXX-953/000**
Tax Effective Date: **12-01-10**
Document Locator No: **B0000889929**
Date Issued: **12-21-10**

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

IN TO FRT-1

The State of New Jersey
Department of
Community Affairs

Division of Codes and Standards

certifies that

Ascape Landscape Construction Corp.

634 Route 303
Blauvelt, NY 10913

Having duly met the requirements of the

Landscape Irrigation Contractor Business Permit
R.J.A.C. 5:62

Gary Capodiecì



8/31/2020

EXPIRATION DATE

#245882

CERTIFICATION NUMBER

LICBP 649615

DESIGNATED CERTIFICATE HOLDER

Handwritten signature of Sheila Y. Oliver.

LT. GOVERNOR SHEILA Y. OLIVER, Commissioner
DEPARTMENT OF COMMUNITY AFFAIRS

TO BE CONSPICUOUSLY DISPLAYED AT THE FACILITY