

Resolution of the City of Jersey City, N.J.

File No. Res. 21-242
Agenda No. 10.17
Approved: Mar 24 2021



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO M & M CONSTRUCTION COMPANY, INC., FOR THE ENGINE CO. # 10 & LADDER 12 – NEW FIREHOUSE, PROJECT NO. 18-004 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City's (City) Purchasing Director acting within her authority and in conformity with N.J.S.A. 40A:11-1 et seq. publicly advertised for bids for Engine Co. # 10 & Ladder 12 – New Firehouse, Project No. 18-004 for the Department of Administration, Division of Architecture pursuant to specifications and bids thereof; and

WHEREAS, the City received (8) bids, the lowest bid being that from Thomas & Sons Builders whose bid was non-responsive to the bid specifications, and rejected; and

WHEREAS the Purchasing Agent recommends that the contract be awarded to the lowest responsive and responsible bidder, M & M Construction Company, Inc., 540 North Avenue, Union New Jersey 07083, in the total bid amount of Five Million, Six Hundred, Forty Two Thousand dollars (\$5,642,000.00); and

WHEREAS, the City's Purchasing Director has certified that she considers said bid to be fair and reasonable; and

WHEREAS, the total encumbrance amount of Six Million, Two Hundred Six Thousand, Two Hundred dollars (\$6,206,000.00) are available in Capital Accounts;

Department of Administration, Division of Architecture:

Account No.	P.O. #	Amount
04-215-55-147-990	140392	\$3,322,800.00
04-215-55-228-990	140393	\$1,710,410.00
04-215-55-108-990	140395	\$ 349,200.00
04-215-55-228-991	140394	<u>\$ 259,590.00</u>
Total Bid Contract Amount		\$5,642,000.00

Account No.	P.O. #	Contingency Amount
04-215-55-108-990	140396	\$ 342,316.75
04-215-55-144-990	140397	<u>\$ 221,883.25</u>
Total Encumbrance Amount		\$6,206,200.00

WHEREAS, these funds are available for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said bid of the aforementioned M & M Construction Company, Inc., be accepted and that a contract be awarded to said company in the amount of \$5,642,000.00 and the Director of Purchasing is directed to have such a contract drawn up and executed; and be it further

RESOLVED, that upon certification by an official or employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq. and be it further

Resolution Authorizing the Award of a Contract to M & M Construction Company, Inc., for the Engine Co. # 10 & Ladder 12 – New Firehouse, Project No. 18-004 for the Department of Administration, Division of Architecture.

RESOLVED, this contract award shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.; and be it further

RESOLVED, that the Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

Resolution Authorizing the Award of a Contract to M & M Construction Company, Inc., for the Engine Co. # 10 & Ladder 12 – New Firehouse, Project No. 18-004 for the Department of Administration, Division of Architecture.



I, Elizabeth Castillo, *Elizabeth Castillo, Chief Financial Officer*, hereby certify that there are sufficient funds for the payment of this resolution in the amount of \$5,642,000.00, in account number 04-215-55-147-990, 04-215-55-228-990, 04-215-55-228-991, 04-215-55-108-990, 04-215-55-108-990, 04-215-55-144-990; PO# 140392, 140393, 140394, 140395, 140936 & 140397.

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

Certification Required

RECORD OF COUNCIL VOTE – Mar 24														9-0
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent
RIDLEY	✓				SALEH	✓				LAVARRO	✓			
PRINZ-AREY	✓				SOLOMON	✓				RIVERA	✓			
BOGGIANO	✓				ROBINSON	✓				WATTERMAN, PRES	✓			

N.V. –
(Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey.



Joyce E. Watterman, President of Council



Sean J. Gallagher, City Clerk

Resolution Authorizing the Award of a Contract to M & M Construction Company, Inc., for the Engine Co. # 10 & Ladder 12 – New Firehouse, Project No. 18-004 for the Department of Administration, Division of Architecture.

RESOLUTION FACT SHEET -

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Project Manager

Brian Weller, Director, Architecture	201-547-5900	Wellerb@jcnj.org
Division	Division of Architecture	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Purpose

There exist a need for a new Engine Co. #10 & Ladder 12 firehouse to replace the dilapidated firehouse on Halladay Street. Bids were received on January 26, 2021 at the Division of Purchasing. Eight (8) Bids were received. *Thomas & Sons Builders \$5,283,305.00 – Non Responsive *M & M Construction \$5,642,000.00 *Alna Construction \$5,697,000.00 *Unimark LLC \$5,743,181.70 *Mark Construction \$5,762,216.00 *Billy Contracting \$5,796,532.00 *H & S Construction \$5,882,466.10 *LaRocca, Inc \$6,164,445.00

Contract term (include all)

Approximately 455 days after contract award

Type of award:

PUBLIC BID

ATTACHMENTS:

[Engine CO. 10 & Ladder 12 - M & M Construction Docs](#)

Approved by	Status:
Brian Weller, Director, Architecture	Approved - Mar 12 2021
Melissa Kozakiewicz, Assistant Business Administrator	Approved - Mar 12 2021
Gregory Corrado, Asst. Business Administrator	None
John McKinney, Attorney	None
Peter Baker, Corporation Counsel	None
Amy Forman, Attorney	None
Nick Strasser, Attorney	None
Norma Garcia, Attorney	None
Ray Reddington, Attorney	Approved - Mar 12 2021
Jeremy Jacobsen, Attorney	None
Sapana Shah, Attorney	None
Elizabeth Barna, Assistant Corporation Counsel	None
Jeana Abuan, Public Agency Compliance Officer	Approved - Mar 12 2021
Soraya Hebron, Diversity and Inclusion	Approved - Mar 12 2021
Raquel Tosado, Assistant Purchasing Agent	None
Patricia Vega, Assistant Purchasing Agent	Approved - Mar 12 2021
Patrice Lambert, Purchasing	None
Elizabeth Castillo, Chief Financial Officer	None
Kyle Greaves, Budget	Approved - Mar 15 2021
John Metro, Director of Finance	Approved - Mar 17 2021



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
 280 GROVE ST | JERSEY CITY, NJ 07302
 P: 201 547 5146 | F: 201 547 4833



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

JOHN J. METRO
 BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 5, 2021

TO : Raquel Tosado, RPPS, Purchasing Agent

FROM : John J. Metro, Acting Business Administrator *JJM*

SUBJECT : Engine Co. #10 & Ladder 12 – New Firehouse
 Project No. 2018-004
 Re: Contract Award

Please be advised, after careful and through review of the bids, I recommend that the contract be awarded to:

M & M Construction Company, Inc.
540 North Avenue
Union, New Jersey 07053

Please proceed and utilize the following requisitions listed below. Kindly draft the awarding resolution for the **March 24, 2021 Council Meeting**.

The project is funded by Various Capital Buildings Improvements Accounts, please encumber as follows:

<u>Purchase Requisition #</u>	<u>Account #</u>	<u>Amount</u>	
R0196342	04-215-55-147-990	\$3,322,800.00	
R0196343	04-215-55-228-990	\$1,710,410.00	
R0196344	04-215-55-228-991	\$ 259,590.00	
R0196345	04-215-55-108-990	<u>\$ 349,200.00</u>	
		\$5,642,000.00	Grand Total Base
			Bid
R0196346	04-215-55-108-990	\$ 342,316.75 *	
R0196347	04-215-55-144-990	<u>\$ 221,883.25</u> *	(10% Contingency)
		\$6,206,200.00	

*Total Contingency 10% of Grant Total Base Bid.

If you have any questions, please do not hesitate to call.

Attachments

- c: Brian F. Weller, Director, Division of Architecture
 Patricia Vega, Assistant Purchasing Agent
 Paola Campbell, Purchasing Assistant



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900



JOHN J. METRO
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 5, 2021
TO : John J. Metro, Acting Business Administrator
FROM : Brian F. Weller, L.L.A., A.S.L.A., Director *BW*
SUBJECT : Engine Co. #10 & Ladder 12 – New Firehouse
Project No. 2018-004

We have reviewed the bids received on January 26, 2021 at the Division of Purchasing at 11:00 a.m. and recommend award to the second low bidder, M & M Construction Company, Inc., 540 North Avenue, Union, New Jersey 07083

	<u>Grand Total Base Bid</u>
Thomas & Sons Builders	\$5,283,305.00 – Non-Responsive
M & M Construction	\$5,642,000.00
Alna Construction	\$5,697,000.00
Unimark LLC	\$5,743,181.70
Mark Construction	\$5,762,216.00
Billy Contracting	\$5,796,532.00
H & S Construction	\$5,882,466.10
LaRocca, Inc.	\$6,164,445.00

The project is funded by Various Capital Improvements Accounts, please encumber as follows:

<u>Purchase Requisition #</u>	<u>Account #</u>	<u>Amount</u>	
R0196342	04-215-55-147-990	\$3,322,800.00	
R0196343	04-215-55-228-990	\$1,710,410.00	
R0196344	04-215-55-228-991	\$ 259,590.00	
R0196345	04-215-55-108-990	<u>\$ 349,200.00</u>	
		\$5,642,000.00	Grand Total Base Bid
R0196346	04-215-55-108-990	\$ 342,316.75	*
R0196347	04-215-55-144-990	<u>\$ 221,883.25</u>	*(10% Contingency)
		\$6,206,200.00	

*Total Contingency 10% of Grant Total Base Bid.

Division of Architecture formally requests that we make a recommendation to award this important project for the community.

ab

Attachments

c: Raquel Tosado, Purchasing Agent

Patricia Vega, Assistant Purchasing Agent

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BID RESULTS for Engine Co. #10 & Ladder 12 – New Firehouse
Project # 2018-004

Thomas & Sons Builders LLC Non-Responsive
174 Cedar Road
New Milford, New Jersey 07646

Base Bid #1		\$5,149,000.00
Unit Price #2A Soil Load Out	1,250 C.Y. @ \$10.00	\$ 12,500.00
#2B Soil Transport/Disposal only (non-Hazardous)	1,750 Tons @ \$45.00	\$ 78,750.00
#2C Soil Transport/Disposal (non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$45.00	\$ 45.00
#2D Soil Transport/Disposal (Hazardous) If required	1 Ton @ \$350.00	\$ 350.00
Unit Price #3A Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$15.00	\$ 750.00
#3B Soil Transport/Disposal only (non-Hazardous), if required	70 Tons @ \$65.00	\$ 4,550.00
Unit Price #4 Certified Clean Backfill		
#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$53.00	\$ 34,450.00
#4B DGA "Certified Clean"	700 Tons @ \$32.00	\$ 22,400.00
Unit Price #5 Groundwater Disposal		
#5A Transport/Disposal of (non-Hazardous) impacted groundwater	1 Gal @ \$60.00	\$ 60.00
#5B Transport/Disposal of (Hazardous) Impacted Groundwater	1 Gal @ \$200.00	\$ 200.00
Unit Price #6 Rock Removal	50 C.Y. @ \$400.00	\$ 20,000.00
Grand Total Base Bid (Items 1 to 6)	455 Days	* \$5,323,055.00

***Error to total by Bidder - \$5,283,305.00**

M & M Construction Company, Inc.
540 North Avenue
Union, New Jersey 07083

Base Bid #1		\$5,365,000.00
Unit Price #2A Soil Load Out	1,250 C.Y. @ \$28.00	\$ 35,000.00
#2B Soil Transport/Disposal only (non-Hazardous)	1,750 Tons @ \$54.00	\$ 94,500.00
#2C Soil Transport/Disposal (non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$70.00	\$ 70.00
#2D Soil Transport/Disposal (Hazardous) If required	1 Ton @ \$150.00	\$ 150.00
Unit Price #3A Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$510.00	\$ 25,500.00
#3B Soil Transport/Disposal only (non-Hazardous), if required	70 Tons @ \$90.00	\$ 6,300.00

Unit Price #4 Certified Clean Backfill		
#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$72.00	\$ 46,800.00
#4B DGA "Certified Clean"	700 Tons @ \$70.00	\$ 49,000.00
Unit Price #5 Groundwater Disposal		
#5A Transport/Disposal of (non-Hazardous) impacted groundwater	1 Gal @ \$80.00	\$ 80.00
#5B Transport/Disposal of (Hazardous) Impacted Groundwater	1 Gal @ \$100.00	\$ 100.00
Unit Price #6 Rock Removal	50 C.Y. @ \$390.00	\$ 19,500.00
Grand Total Base Bid (Items 1 to 6)	455 Days	\$5,642,000.00

**Alna Construction Corp.
100 Plaza Center, Suite 2
Secaucus, New Jersey 07094**

Base Bid #1		\$5,519,109.00
Unit Price #2A Soil Load Out	1,250 C.Y. @ \$10.00	\$ 12,500.00
#2B Soil Transport/Disposal only (non-Hazardous)	1,750 Tons @ \$45.00	\$ 78,750.00
#2C Soil Transport/Disposal (non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$50.00	\$ 50.00
#2D Soil Transport/Disposal (Hazardous) If required	1 Ton @ \$75.00	\$ 75.00
Unit Price #3A Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$35.00	\$ 1,750.00
#3B Soil Transport/Disposal only (non-Hazardous), if required	70 Tons @ \$50.00	\$ 3,500.00
Unit Price #4 Certified Clean Backfill		
#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$50.00	\$ 32,500.00
#4B DGA "Certified Clean"	700 Tons @ \$37.50	\$ 26,250.00
Unit Price #5 Groundwater Disposal		
#5A Transport/Disposal of (non-Hazardous) impacted groundwater	1 Gal @ \$6.00	\$ 6.00
#5B Transport/Disposal of (Hazardous) Impacted Groundwater	1 Gal @ \$10.00	\$ 10.00
Unit Price #6 Rock Removal	50 C.Y. @ \$450.00	\$ 22,500.00
Grand Total Base Bid (Items 1 to 6)	455 Days	\$5,697,000.00

**UniMak LLC
82 Midland Avenue, Suite D
Saddle Brook, New Jersey 07663**

Base Bid #1		\$5,498,000.00
Unit Price #2A Soil Load Out	1,250 C.Y. @ \$29.00	\$ 36,250.00
#2B Soil Transport/Disposal only		

	(non-Hazardous)	1,750 Tons @ \$52.00	\$ 91,000.00
	#2C Soil Transport/Disposal		
	(non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$66.70	\$ 66.70
	#2D Soil Transport/Disposal (Hazardous)		
	If required	1 Ton @ \$144.00	\$ 144.00
Unit Price	#3A Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$40.00	\$ 2,000.00
	#3B Soil Transport/Disposal only		
	(non-Hazardous), if required	70 Tons @ \$88.00	\$ 6,160.00
Unit Price	#4 Certified Clean Backfill		
	#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$67.25	\$ 43,712.00
	#4B DGA "Certified Clean"	700 Tons @ \$67.25	\$ 47,075.00
Unit Price	#5 Groundwater Disposal		
	#5A Transport/Disposal of		
	(non-Hazardous) impacted groundwater	1 Gal @ \$9.00	\$ 9.00
	#5B Transport/Disposal of (Hazardous)		
	Impacted Groundwater	1 Gal @ \$15.00	\$ 15.00
Unit Price	#6 Rock Removal	50 C.Y. @ \$375.00	\$ 18,750.00
Grand Total Base Bid (Items 1 to 6)		455 Days	\$5,743,181.70

Mark Construction, Inc.
81 Lester Street, Suite 2
Wallington, New Jersey 07057

Base Bid	#1		\$5,545,000.00
Unit Price	#2A Soil Load Out	1,250 C.Y. @ \$26.40	\$ 33,000.00
	#2B Soil Transport/Disposal only		
	(non-Hazardous)	1,750 Tons @ \$44.00	\$ 77,000.00
	#2C Soil Transport/Disposal		
	(non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$64.00	\$ 64.00
	#2D Soil Transport/Disposal (Hazardous)		
	If required	1 Ton @ \$375.00	\$ 375.00
Unit Price	#3A Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$467.50	\$ 23,375.00
	#3B Soil Transport/Disposal only		
	(non-Hazardous), if required	70 Tons @ \$83.60	\$ 5,852.00
Unit Price	#4 Certified Clean Backfill		
	#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$44.00	\$ 28,600.00
	#4B DGA "Certified Clean"	700 Tons @ \$44.00	\$ 30,800.00
Unit Price	#5 Groundwater Disposal		
	#5A Transport/Disposal of		
	(non-Hazardous) impacted groundwater	1 Gal @ \$55.00	\$ 55.00
	#5B Transport/Disposal of (Hazardous)		
	Impacted Groundwater	1 Gal @ \$220.00	\$ 220.00
Unit Price	#6 Rock Removal	50 C.Y. @ \$357.50	\$ 17,875.00
Grand Total Base Bid (Items 1 to 6)		455 Days	\$5,762,216.00

Billy Contracting & Restoration, Inc.
67 Danforth Avenue
Paterson, New Jersey 07501

Base Bid #1		\$5,348,000.00
Unit Price #2A Soil Load Out	1,250 C.Y. @ \$30.00	\$ 37,500.00
#2B Soil Transport/Disposal only (non-Hazardous)	1,750 Tons @ \$150.00	\$ 262,500.00
#2C Soil Transport/Disposal (non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$180.00	\$ 180.00
#2D Soil Transport/Disposal (Hazardous) If required	1 Ton @ \$250.00	\$ 250.00
Unit Price #3A Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$200.00	\$ 10,000.00
#3B Soil Transport/Disposal only (non-Hazardous), if required	70 Tons @ \$180.00	\$ 12,600.00
Unit Price #4 Certified Clean Backfill		
#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$70.00	\$ 45,500.00
#4B DGA "Certified Clean"	700 Tons @ \$100.00	\$ 70,000.00
Unit Price #5 Groundwater Disposal		
#5A Transport/Disposal of (non-Hazardous) impacted groundwater	1 Gal @ \$.50	\$.50
#5B Transport/Disposal of (Hazardous) Impacted Groundwater	1 Gal @ \$1.50	\$ 1.50
Unit Price #6 Rock Removal	50 C.Y. @ \$200.00	\$ 10,000.00
Grand Total Base Bid (Items 1 to 6)	455 Days	\$5,796,532.00

H & S Construction and Mechanical, Inc.
721 Bayway
Elizabeth, New Jersey 07202

Base Bid #1		\$5,702,000.00
Unit Price #2A Soil Load Out	1,250 C.Y. @ \$12.20	\$ 15,250.00
#2B Soil Transport/Disposal only (non-Hazardous)	1,750 Tons @ \$35.50	\$ 62,125.00
#2C Soil Transport/Disposal (non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$60.90	\$ 60.90
#2D Soil Transport/Disposal (Hazardous) If required	1 Ton @ \$109.80	\$ 109.80
Unit Price #3A Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$65.00	\$ 3,250.00
#3B Soil Transport/Disposal only (non-Hazardous), if required	70 Tons @ \$55.00	\$ 3,850.00
Unit Price #4 Certified Clean Backfill		
#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$32.00	\$ 20,800.00
#4B DGA "Certified Clean"	700 Tons @ \$35.00	\$ 24,500.00

Unit Price #5	Groundwater Disposal		
	#5A Transport/Disposal of		
	(non-Hazardous) impacted groundwater	1 Gal @ \$10.20	\$ 10.20
	#5B Transport/Disposal of (Hazardous)		
	Impacted Groundwater	1 Gal @ \$10.20	\$ 10.20
Unit Price #6	Rock Removal	50 C.Y. @ \$410.00	\$ 20,500.00
Grand Total Base Bid (Items 1 to 6)		455 Days	\$5,852,466.10

LaRocca, Inc.
50 Lewis Avenue
Jersey City, New Jersey 07306

Base Bid #1			\$5,873,000.00
Unit Price #2A	Soil Load Out	1,250 C.Y. @ \$65.00	\$ 81,250.00
	#2B Soil Transport/Disposal only		
	(non-Hazardous)	1,750 Tons @ \$60.00	\$ 105,000.00
	#2C Soil Transport/Disposal		
	(non-Hazardous) in excess of 1,750 Tons	1 Ton @ \$60.00	\$ 60.00
	#2D Soil Transport/Disposal (Hazardous)		
	If required	1 Ton @ \$125.00	\$ 125.00
Unit Price #3A	Concrete Crushing for Off-Site Disp.	50 C.Y. @ \$100.00	\$ 5,000.00
	#3B Soil Transport/Disposal only		
	(non-Hazardous), if required	70 Tons @ \$60.00	\$ 4,200.00
Unit Price #4	Certified Clean Backfill		
	#4A ¾ Inch" Certified Clean" Stone	650 C.Y. @ \$55.00	\$ 35,750.00
	#4B DGA "Certified Clean"	700 Tons @ \$50.00	\$ 35,000.00
Unit Price #5	Groundwater Disposal		
	#5A Transport/Disposal of		
	(non-Hazardous) impacted groundwater	1 Gal @ \$20.00	\$ 20.00
	#5B Transport/Disposal of (Hazardous)		
	Impacted Groundwater	1 Gal @ \$40.00	\$ 40.00
Unit Price #6	Rock Removal	50 C.Y. @ \$500.00	\$ 25,000.00
Grand Total Base Bid (Items 1 to 6)		455 Days	\$6,164,445.00



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900



JOHN J. METRO
ACTING BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : March 5, 2021

TO : Joyce E. Watterman, Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., A.S.L.A., Director *BFW*

SUBJECT : Engine Co. #10 & Ladder 12 - New Firehouse
Project No. 2018-004

The new Engine Co. #10 & Ladder 12 Firehouse will be located at 627 Grand Street and will serve as the new location for the Engine Co. #10 which has been decommissioned; currently located on Halladay Street.

The scope of this project for your approval consists of the following:

Two story, two bay - 11,750 square foot, LEED Silver fire station. Work includes excavation subsurface footings and foundations, framing, mechanical, plumbing, electrical and fire protection systems as well as exterior enclosure, roofing, doors, windows, interior finishes and related equipment and other work indicated in the contract documents.

Attached for your consideration is the Resolution authorizing the award of a contract to M & M Construction Company, Inc.. in this regard.

If you need any additional information, please do not hesitate to call.

ab

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BID PROPOSAL
Continued

BID PRICES:

Item No. 1: The Bidder agrees to perform and provide all labor, materials, equipment and services required to complete all work as described in the Specifications and shown on the drawings for the Lump Sum Price of:

FIVE MILLION, THREE HUNDRED SIXTY FIVE THOUSAND DOLLARS
(In Writing)

5,365,000 -
(In Figures)

UNIT PRICE:

The Specifications and Drawings represent the Base Bid, and contain specific quantities of work based on good faith estimates. If during project construction, the quantities contained in the specifications and drawings are exceeded, payment for excess quantities shall be based on the prices set forth below:

If additional quantities are needed which results in a change order, Contractor will honor Unit Price as herein stated.

Item No. 2: Excavation and Disposal of Impacted Soil - As outlined in the Materials Management Plan prepared for the Site, on-site soils shall be considered it is estimated that approximately 1,250 CY of historic fill impacted soil will require off-site disposal at a licensed disposal facility. While not anticipated, please provide a unit price/ton for transportation and disposal at a licensed disposal facility if materials is classified as hazardous.

A. Soil Load Out

1,250 C.Y. @ \$ 28.00 Per C.Y. for a Total Cost of \$ 35,000 -
(Unit Price in Figures) (Total Cost Item 2A. in Figures)

1,250 C.Y. @ TWENTY EIGHT DOLLARS
(Write Unit Price)

Per C.Y. for a Total Cost of: THIRTY FIVE THOUSAND DOLLARS
(Write Total Cost - Item No. 2A.)

B. Soil Transport/Disposal only (non Hazardous)

1,750 Tons @ \$ 54.00 Per Ton for a Total Cost of \$ 94,500 -
(Unit Price in Figures) (Total Cost Item 2B. in Figures)

1,750 Tons @ FIFTY FOUR DOLLARS
(Write Unit Price)

Per Ton for a Total Cost of: NINETY FOUR THOUSAND, FIVE HUNDRED DOLLARS
(Write Total Cost - Item No. 2B.)

BID PROPOSAL
Continued

C. Soil Transport/Disposal (non Hazardous) in excess of 1,750 Tons

1 Ton @ \$ 70.00 Per Ton for a Total Cost of \$ 70.00
(Unit Price in Figures) (Total Cost Item 2C. in Figures)

1 Ton @ SEVENTY DOLLARS
(Write Unit Price)

Per Ton for a Total Cost of: SEVENTY DOLLARS
(Write Total Cost - Item No. 2C.)

D. Soil Transport/Disposal (Hazardous), if required.

1 Ton @ \$ 150.00 Per Ton for a Total Cost of \$ 150.00
(Unit Price in Figures) (Total Cost Item 2D. in Figures)

1 Ton @ ONE HUNDRED FIFTY DOLLARS
(Write Unit Price)

Per Ton for a Total Cost of: ONE HUNDRED FIFTY DOLLARS
(Write Total Cost - Item No. 2D.)

Item No. 3: Concrete Disposal - Concrete foundations may be encountered during site grading activities. While it is currently unknown the quantity of concrete in the subgrade, we have assumed 50 CY of concrete may require off-site disposal at a licensed disposal facility. Concrete may need to be crushed to meet disposal facility requirements.

A. Concrete Crushing for Off-Site Disposal

50 C.Y. @ \$ 510.00 Per C.Y. for a Total Cost of \$ 25,500 -
(Unit Price in Figures) (Total Cost Item 3A. in Figures)

50 C.Y. @ FIVE HUNDRED TEN DOLLARS
(Write Unit Price)

Per C.Y. for a Total Cost of: TWENTY FIVE THOUSAND FIVE HUNDRED DOLLARS
(Write Total Cost - Item No. 3A.)

B. Soil Transport/Disposal only (non Hazardous), if required

70 Tons @ \$ 90.00 Per Ton for a Total Cost of \$ 6,300 -
(Unit Price in Figures) (Total Cost Item 3B. in Figures)

70 Tons @ NINETY DOLLARS
(Write Unit Price)

Per Ton for a Total Cost of: SIX THOUSAND, THREE HUNDRED DOLLARS
(Write Total Cost - Item No. 3B.)

BID PROPOSAL

Continued

Item No. 4: Certified Clean Backfill - All material imported to the site shall be "certified clean" as outlined in the Material Management Plan for the Site. It is estimated that approximately 650 tons of 3/4" "certified clean" stone and approximately 700 tons of DGA "certified clean" stone will need to be imported to the site.

A. 3/4 inch "Certified Clean" Stone

650 C.Y. @ \$ 72.00 Per C.Y. for a Total Cost of \$ 46,800 -
(Unit Price in Figures) (Total Cost Item 4A. in Figures)

650 C.Y. @ SEVENTY TWO DOLLARS
(Write Unit Price)

Per C.Y. for a Total Cost of: FORTY SIX THOUSAND, EIGHT HUNDRED DOLLARS
(Write Total Cost - Item No. 4A.)

B. DGA "Certified Clean"

700 Tons @ \$ 70.00 Per Ton for a Total Cost of \$ 49,000 -
(Unit Price in Figures) (Total Cost Item 4B. in Figures)

700 Tons @ SEVENTY DOLLARS
(Write Unit Price)

Per Ton for a Total Cost of: FORTY NINE THOUSAND DOLLARS
(Write Total Cost - Item No. 4B.)

Item No. 5: Groundwater Disposal - It is unknown at this time if dewatering will be required during site development activities. As outlined in the materials Management Plan for the Site, groundwater at the site shall be considered to be impacted. Please provide unit costs for the transportation and disposal of impacted groundwater.

A. Transport/Disposal of (non-Hazardous) impacted groundwater

1 Gal. @ \$ 80.00 Per Gal. for a Total Cost of \$ EIGHTY DOLLARS
(Unit Price in Figures) (Total Cost Item 5A. in Figures)

1 Gal. @ 80.00
(Write Unit Price)

Per Gal. for a Total Cost of: EIGHTY DOLLARS
(Write Total Cost - Item No. 5A.)

BID PROPOSAL
(Continued)

B. Transport/disposal of (Hazardous) impacted groundwater

1 Gal. @ \$ 100.00 Per Gal. for a Total Cost of \$ 100.00
(Unit Price in Figures) (Total Cost Item 5B. in Figures)

1 Gal. @ ONE HUNDRED DOLLARS
(Write Unit Price)

Per Gal. for a Total Cost of: ONE HUNDRED DOLLARS
(Write Total Cost - Item No. 5B.)

Item No. 6: Rock removal in accordance with Section 312000 - Earthwork. Removal shall be based on line drilling method.

50 C.Y. @ \$ 390.00 Per C.Y. for a Total Cost of \$ 19,500 -
(Unit Price in Figures) (Total Cost Item 6 in Figures)

50 C.Y. @ THREE HUNDRED NINETY DOLLARS
(Write Unit Price)

Per C.Y. for a Total Cost of: NINETEEN THOUSAND, FIVE HUNDRED DOLLARS
(Write Total Cost - Item No. 6)

The Unit Price bid 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 less 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 basis. 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.

BID PROPOSAL
Continued

GRAND TOTAL BASE BID: (Items Nos. 1 thru 6 above)

\$ 5,642,000 -

(In Figures)

FIVE MILLION, SIX HUNDRED FORTY TWO THOUSAND DOLLARS
(In Writing)

The Contract will be awarded based on the Grand Total Base Bid Price. However, it is understood that the Total Cost for quantities are based upon a good faith estimate of the quantity of materials 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 Base Bid Price above in accordance with the above Unit Price(s).

(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

AA-7

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.

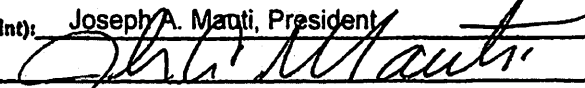
(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and 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): Joseph A. Mauti, President
Representative's Signature: 
Name of Company: M & M Construction Company, Inc. Tel. No.: 908-351-1177 Date: January 26, 2021

AA-10

EEO/AFFIRMATIVE ACTION REQUIREMENTS

Public Construction Contracts

Questions in reference to EEO/AA Requirements for Public Construction Contracts should be directed to:

Jeana F. Abuan
Supvg. Administrative Analyst, Public Agency Compliance Officer
Office of Tax Abatement & Compliance
13 Linden Avenue East
Jersey City NJ 07305
Tel. #201-547- 4538
E-mail Address: abuanj@jcnj.org

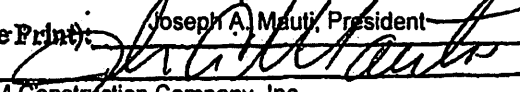
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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. 12101 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 thereto, 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 Printed: Joseph A. Mauti, President
Representative's Signature: 
Name of Company: M & M Construction Company, Inc.
Tel. No.: 908-351-1177 Date: January 26, 2021



**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: M & M Construction Company, Inc.

Address: 540 North Avenue, Union, NJ 07083

Phone: 908-351-1177

Email: bids@m-mnj.com

Contact Name: Joseph A. Mauti

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.

Form MWBE Contractor's Compliance Plan to be submitted with bid document.

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 Equal Opportunity/Affirmative Action

Project: Engine Co. #10 & Ladder 12 - New Firehouse # 2018-004

Contractor: M & M Construction Company, Inc. Bid Amt. \$ 5,365,000 -

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

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
STEEL	250,000 -	✓		
PLBG	330,000 -			✓
H VAC	400,000 -			✓
ELR	520,000 -			✓

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 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

Form MWBE Contractor's Compliance Plan to be submitted with bid document.
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Please list what portions of the work, if any you intend to sublet, the approximate value of the same, and whether you anticipate subletting it to a minority or woman owned contractor, or neither.

Trade	Approx. \$ Value	Minority or Woman Owned Business Check appropriate column		
		Minority	Woman	Neither
STEEL	250,000 -	✓		
PLUMBING	330,000 -			✓
HVAC	400,000 -			✓
ELECTRIC	520,000 -			✓

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 20% unless specifically agreed to by the Office of Equal Opportunity/Affirmative Action

CONTINUED ON NEXT PAGE

DIVISION OF PURCHASING COPY

MWBE Page 3 Project Engine Co. #10 & Ladder 12 - New Firehouse

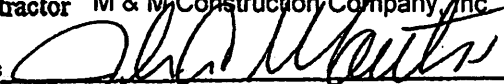
2. As to subcontracted trade mandated to be included in proposal pursuant to N.J.S.A. 40A:11-16, please list name of proposed subcontractor, trade, and whether minority woman, or not:

Trade	Contractor Name & Address	Approx \$ Value	Minority or Woman Owned Business Check appropriate column		
			Minority	Woman	Neither
PLOG	HYWEL	330,000-			✓
HVAC	BARHAM	400,000-			✓
ELECTRIC	BGACH	520,000-			✓
STEEL	SALVI	250,000-	✓		

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 request MBE/WBE proposals through CIS

Name of Contractor M & M Construction Company, Inc

By: Signature 

Type or print name/title: Joseph A. Mauti, President

Telephone No: 908-351-1177 Date January 26, 2021

For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

MWBE Page 3 Project Engine Co. #10 & Ladder 12 - New Firehouse

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	To Minority or Woman Owned Business		
			Check appropriate column		
			Minority	Woman	Neither
PLDG	HYWELL	330,000-			✓
HVAC	BARHAM	400,000-			✓
ELECTRIC	BGACH	520,000-			✓
STEEL	SALVI	250,000-	✓		

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 request MBE/WBE proposals through CIS

Name of Contractor M & M Construction Company, Inc

By: Signature 

Type or print name/title: Joseph A. Mauti, President

Telephone No: 908-351-1177 Date January 26, 2021

.....
For City Use:

Acceptable M/W Business Participation levels for this Project: _____

By _____ Date: _____

PURCHASING COPY

Certificate Number
602125

Registration Date: 02/28/2019
Expiration Date: 02/27/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

M & M Construction Company, Inc.
2019

Responsible Representative(s):
Joseph A. Mauti, President

Responsible Representative(s):
Albert G. Mauti, Jr., Treasurer

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
M&M CONSTRUCTION COMPANY, INC.

TRADE NAME:

ADDRESS:
540 NORTH AVENUE
UNION NJ 07083
EFFECTIVE DATE:

SEQUENCE NUMBER:

0097175

ISSUANCE DATE:

04/04/07

06/23/61

James J. Pusina
Acting Director
New Jersey Division of Revenue

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.

Carol H. Garcia
Acting Director, Division of Taxation

M&M CONSTRUCTION COMPANY, INC.
540 NORTH AVENUE
UNION NJ 07083

Tax Registration No.: XXX-XXX-621/000
Tax Effective Date: 07-01-66
Document Locator No.: A0000085308
Date Issued: 04-04-07

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



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0097175 FOR M&M CONSTRUCTION COMPANY, INC. IS VALID.

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

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



THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers

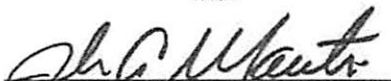
HAS LICENSED

Joseph A. Mauti
T/A M & M CONSTRUCTION CO INC
540 North Avenue
Union NJ 07083

FOR PRACTICE IN NEW JERSEY AS A(N): **Master Plumber**

05/20/2019 TO 06/30/2021

VALID



Signature of Licensee/Registrant/Certificate Holder

36B101026300

LICENSE/REGISTRATION/CERTIFICATION #



ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

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

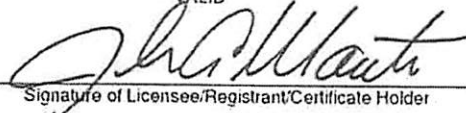
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

M&M CONSTRUCTION COMPANY INC
Joseph A Mauti, Albert G Mauti Jr
540 North Avenue
Union NJ 07083

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

02/03/2020 TO 03/31/2021
VALID


Signature of Licensee/Registrant/Certificate Holder

13VH07467300
LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR



State of New Jersey

PHIL MURPHY
Governor

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

SHEILA OLIVER
Lt. Governor

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

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges M&M CONSTRUCTION COMPANY, INC. as a Category 3 and 5 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

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

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



Peter Lowicki
Deputy Director

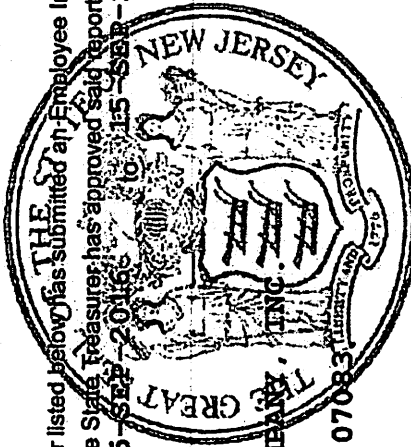
Issued: 12/30/2019
Certification Number: A0098-40

Expiration: 12/30/2022

Certification 24969

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-SEP-2016 to 15-SEP-2023



M & M CONSTRUCTION COMPANY, INC.
540 NORTH AVENUE
UNION NJ 07083



Ford M. Scudder

FORD M. SCUDDER
Acting State Treasurer

United States Environmental Protection Agency

This is to certify that



M&M Construction Company, Inc

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 24, 2023

NAT-123740-2

Certification #

July 10, 2018

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

