

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

File No. Res. 21-583
Agenda No. 10.40
Approved: Aug 18 2021



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO POWER CONCRETE CO, INC., FOR THE 2021 ON-CALL CONCRETE & ADA RAMPS AT VARIOUS LOCATIONS, PROJECT NO. 2021-007-E FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION.

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 the 2021 On-Call Concrete & ADA Ramps at various locations, Project No. 2021-007-E for the Department of Administration, Division of Engineering, Traffic and Transportation pursuant to specifications and bids thereof; and

WHEREAS, the City received (3) bids, the lowest responsible bid being that from Power Concrete Co, Inc., 497 Raymond Boulevard, Newark, NJ 07105, in the total bid amount of One Million, Nine Hundred Sixty Nine Thousand, Nine Hundred Twenty Four dollars (\$1,969,924.00); and

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

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for forty nine (49) items as contained in the bid specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, the City has options to extend the contract for up to two (2) additional one year terms pursuant to specifications;

WHEREAS, the temporary encumbrance amount of Five Hundred Thousand dollars (\$500,000.00) are available in Capital Acct # 04-215-55-198-990;

Department of Administration, Division of Engineering, Traffic and Transportation;

Acct No.	P.O. #	Total Contract	Temp. Encumbrance
04-215-55-198-990	141948	\$1,969,924.00	\$450,000.00

Acct No.	P.O #	20 % Contingency	Temp. Encumbrance
04-215-55-198-990	141949	\$393,984.00	\$50,000.00

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Power Concrete Co, Inc., for the 2021 On-Call Concrete & ADA Ramps at various locations, Project No 2021-007-E for the Department of Administration, Division of Engineering, Traffic and Transportation;
2. This contract is awarded as a one-year (1) open-end contract. The City of Jersey City reserves the right to extend the contract for up to two (2) additional one year term pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for forty nine (49) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;

Resolution Authorizing the Award of an open-end Contract to Power Concrete Co, Inc., for the 2021 On-Call Concrete & ADA Ramps at various locations, Project No. 2021-007-E for the Department of Administration, Division of Engineering, Traffic and Transportation.

5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and 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

6. The award of this contract 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.

Resolution Authorizing the Award of an open-end Contract to Power Concrete Co, Inc., for the 2021 On-Call Concrete & ADA Ramps at various locations, Project No. 2021-007-E for the Department of Administration, Division of Engineering, Traffic and Transportation.

I hereby certify that there are sufficient funds for the payment of this resolution in the amount of \$\$500,000.00, in account number 04-215-55-198-990; PO# 141948 & 141949.

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

Certification Required

RECORD OF COUNCIL VOTE – Aug 18														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.



President of Council



City Clerk

Resolution Authorizing the Award of an open-end Contract to Power Concrete Co, Inc., for the 2021 On-Call Concrete & ADA Ramps at various locations, Project No. 2021-007-E for the Department of Administration, Division of Engineering, Traffic and Transportation.

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

Paul Russo, City Engineer	(201) 547-4411	russop@cnj.org
Division	Division of Engineering, Traffic, and Transportation	

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

Purpose

This contract entails the citywide reconstruction of concrete curb/sidewalk ramps that have deteriorated, or are not in compliance with current ADA standards. The proposed locations are linked with the 2021 Road Program-Asphalt contract in order to ensure that all intersections within the paving scope are updated. These will improve pedestrian safety and vehicular traffic flow as well as overall aesthetics of the roadway. TOTAL BASE BID \$1,969,924.00		
TOTAL CONTIGENCY	\$393,984.00	TOTAL FUNDING REQUIRED \$2,363,908.00

Contract term (include all)

Three Hundred Sixty Five (365) Calendar Days after Notice to Proceed.

Type of award:

Public Bid, Open-End

ATTACHMENTS:

On-Call Concrete 2021-007-E - Power Concrete EEO/AA Power Concrete Company, Inc.
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Approved by
 Paul Russo, City Engineer
 Gregory Corrado, Asst. Business Administrator
 Ray Reddington, Attorney
 Aphichawat Vacharapanjamas, Abatement and Compliance
 Soraya Hebron, Diversity and Inclusion
 Patricia Vega, Assistant Purchasing Agent
 Kyle Greaves, Budget
 John Metro, Acting Business Administrator

Status:
 Approved - Aug 10 2021
 Approved - Aug 10 2021
 Approved - Aug 10 2021
 Approved - Aug 10 2021
 Approved - Aug 11 2021
 Approved - Aug 11 2021
 Approved - Aug 11 2021
 Approved - Aug 13 2021



**CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5147 | F: 201 547 4833




STEVEN M. FULOP
MAYOR OF JERSEY CITY

JOHN J. METRO
ACTING BUSINESS ADMINISTRATOR

DATE: August 10, 2021

TO: Raquel Y. Tosado, Purchasing Agent

FROM: John J. Metro, Acting Business Administrator 

SUBJECT : Award Recommendation Letter
2021 ON-CALL CONCRETE & ADA RAMPS
Jersey City Project No. 21-007-E

Please be advised, as per review of bids received by the Engineering, Traffic and Transportation office, for above-mentioned project, I recommend award of contract to:

**POWER CONCRETE CO, INC.
497 RAYMOND BOULEVARD
NEWARK, NJ 07105**

Your office may proceed and utilize the attached requisitions listed below. Please note that the total amount of funding will be available upon release of new municipal bond and account number. Also, enclosed is a fact sheet for use with the awarding resolution to be included on the upcoming Council Meeting.

TOTAL BASE BID	:1,969,924.00
TOTAL CONTIGENCY	\$393,984.00
TOTAL FUNDING REQUIRED	:2,363,908.00

FUNDING AVAILABLE NOW

REQ #	ACCOUNT NUMBER	
0198017	04-215-55-198-990	\$450,000.00
0198018	04-215-55-198-990	\$50,000.00
	Total amount funded now	\$500,000.00
	Amount required upon release of new municipal bond	:1,863,908.00

If you have any questions do not hesitate to call.

RB/
Attachments
c: Paul Russo, PE, City Engineer
Patricia Vega, Contractor Manager
Paola Campbell, Purchasing Division
Dawn Odom, Supv. Adm. Analyst



CITY OF JERSEY CITY
 DEPARTMENT OF ADMINISTRATION
 DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
 Municipal Services Complex
 13-15 Linden Avenue East | Jersey City, NJ 07305
 Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



STEVEN M. FULOP
 MAYOR OF JERSEY CITY

JOHN METRO
 BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 10, 2021

TO : John Metro, Business Administrator

FROM : Paul Russo, PE, City Engineer *PR*

SUBJECT : **Recommendation Letter**
2021 ON-CALL CONCRETE & ADA RAMPS
 Jersey City Project No. 21-007-E

The Engineering, Traffic and Transportation office received Three (3) bids, for the above subject project, on July 29, 2021. Please find attached bid summary showing details of the following information.

• POWER CONCRETE CO., INC	BID AMOUNT	\$1,969,924.00
• S. BATATA CONSTRUCTION	BID AMOUNT	\$2,171,159.00
• CIFELLI & SON	BID AMOUNT	\$2,560,000.00

Upon careful and thorough review of received bids, we recommend award of contract to POWER CONCRETE in the amount of **\$1,969,924.00**.

We attached requisitions along with Fact Sheet for use by the Purchasing Agent. We also include requisition for a 20% contingency amount of \$393,984.00 in case of unforeseen and unexpected field conditions, for a total award of \$2,363,908.00.

FUNDING AVAILABLE NOW

REQ #	ACCOUNT NUMBER	AMOUNT
0198017	04-215-55-198-990	\$450,000.00
0198018	04-215-55-198-990	\$50,000.00
	Total amount funded now	\$500,000.00
	Amount required upon release of new municipal bond	\$1,863,908.00

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at x4561.

RB/

Attachments

C: Dawn Odom, Supervising Administrative Analyst



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
 DEPARTMENT OF ADMINISTRATION
 DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION
 Municipal Services Complex
 13-15 Linden Avenue East | Jersey City, NJ 07305
 Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



JOHN METRO
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 3, 2021

TO : Joyce Watterman, Council President and Municipal Council

FROM : Paul Russo, PE, Director of ET&T

SUBJECT : **Recommendation to Award Contract**
2021 ON-CALL CONCRETE & ADA RAMPS
 Jersey City Project No. 21-007-E

Attached for your consideration is a Resolution authorizing award of a construction contract between the City and **Power Concrete Co. Inc.**, from Newark, NJ for the **2021 ON-CALL CONCRETE & ADA RAMPS**. This project was advertised for public bid, and Three(3) bid proposals were received on July 29, 2021. The base contract amount is **\$1,969,924.00**. The total encumbrance sums up to **\$2,363,908.00** which includes \$393,984.00 for contingency. This project is funded with City Capital.

RB/

Attachments

C: Patricia Vega, Contractor Manager
 Paola Campbell, Purchasing Division
 Dawn Odom, Supv. Adm. Analyst

2021 ON-CALL CONCRETE & ADA RAMPS, PROJECT NO.: 2021-007-E SUMMARY OF BIDS

BIDS RECEIVED, 07-29-2021			ENGINEER'S ESTIMATE		POWER CONCRETE		S. BATATA CONST.		CEFELLI & SON		AVG. BID PRICE	
NO:	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CONSTRUCTION SIGNS	1200.00 SF	\$20.00	\$24,000.00	\$0.25	\$300.00	\$1.00	\$1,200.00	\$1.00	\$1,200.00	\$0.75	\$900.00
2	CONSTRUCTION IDENTIFICATION SIGNS (48"x48")	2.00 UNIT	\$1,000.00	\$2,000.00	\$100.00	\$200.00	\$1.00	\$2.00	\$1.00	\$2.00	\$34.00	\$68.00
3	BREAKAWAY BARRICADES	20.00 UNIT	\$100.00	\$2,000.00	\$0.50	\$10.00	\$1.00	\$20.00	\$1.00	\$20.00	\$0.83	\$16.67
4	DRUMS	50.00 UNIT	\$20.00	\$1,000.00	\$0.50	\$25.00	\$1.00	\$50.00	\$1.00	\$50.00	\$0.83	\$41.67
5	TRAFFIC CONES	200.00 UNIT	\$15.00	\$3,000.00	\$0.50	\$100.00	\$1.00	\$200.00	\$1.00	\$200.00	\$0.83	\$166.67
6	INLET TYPE 'B', IF & WHERE DIRECTED	2.00 UNIT	\$4,000.00	\$8,000.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$4,833.33	\$9,666.67
7	RECONSTRUCT INLET, TYPE B, USING EXIST CAST., IF & WHERE REQ'D	15.00 UNIT	\$1,200.00	\$18,000.00	\$550.00	\$8,250.00	\$1,500.00	\$22,500.00	\$1,600.00	\$24,000.00	\$1,216.67	\$18,250.00
8	RECONSTRUCT, TYPE B, USING NEW CAST., IF & WHERE REQ'D	15.00 UNIT	\$2,200.00	\$33,000.00	\$1,300.00	\$19,500.00	\$2,250.00	\$33,750.00	\$2,600.00	\$39,000.00	\$2,050.00	\$30,750.00
9	REPAIRED CATCH BASIN WALL	350.00 SF	\$25.00	\$8,750.00	\$30.00	\$10,500.00	\$50.00	\$17,500.00	\$50.00	\$17,500.00	\$43.33	\$15,166.67
10	RESET INLET W/ NEW FRAME, CP, BICYCLE SAFE GRATE	300.00 UNIT	\$1,000.00	\$300,000.00	\$650.00	\$195,000.00	\$1,000.00	\$300,000.00	\$1,200.00	\$360,000.00	\$950.00	\$285,000.00
11	RESET INLET W/ EXIST. FRAME, CP, BICYCLE SAFE GRATE	20.00 UNIT	\$500.00	\$10,000.00	\$250.00	\$5,000.00	\$500.00	\$10,000.00	\$1,000.00	\$20,000.00	\$583.33	\$11,666.67
12	INLET FILTER, TYPE 2	352.00 UNIT	\$200.00	\$70,400.00	\$1.00	\$352.00	\$1.00	\$352.00	\$50.00	\$17,600.00	\$17.33	\$6,101.33
13	CATCH BASIN TRAP	15.00 UNIT	\$600.00	\$9,000.00	\$300.00	\$4,500.00	\$600.00	\$9,000.00	\$250.00	\$3,750.00	\$383.33	\$5,750.00
14	CATCH BASIN WALL PLATE	15.00 UNIT	\$650.00	\$9,750.00	\$300.00	\$4,500.00	\$750.00	\$11,250.00	\$150.00	\$2,250.00	\$400.00	\$6,000.00
15	12" DIP CLASS 52, IF & WHERE DIRECTED	40.00 LF	\$85.00	\$3,400.00	\$10.00	\$400.00	\$200.00	\$8,000.00	\$200.00	\$8,000.00	\$136.67	\$5,466.67
16	16" DIP, IF & WHERE DIRECTED	5.00 LF	\$100.00	\$500.00	\$10.00	\$50.00	\$250.00	\$1,250.00	\$300.00	\$1,500.00	\$186.67	\$933.33
17	3/4" WASHED GRAVEL PIPE BEDDING	10.00 TON	\$30.00	\$300.00	\$1.00	\$10.00	\$25.00	\$250.00	\$100.00	\$1,000.00	\$42.00	\$420.00
18	JUNCTION BOX, ITS RELOCATION	88.00 UNIT	\$1,000.00	\$88,000.00	\$650.00	\$57,200.00	\$1,000.00	\$88,000.00	\$1,800.00	\$158,400.00	\$1,150.00	\$101,200.00
19	9"x20" CONCRETE VERTICAL CURB	7920.00 LF	\$40.00	\$316,800.00	\$56.00	\$443,520.00	\$55.00	\$435,600.00	\$45.00	\$356,400.00	\$52.00	\$411,840.00
20	CONCRETE SIDEWALK, 4" THICK	7800.00 SY	\$75.00	\$585,000.00	\$87.75	\$684,450.00	\$90.00	\$702,000.00	\$85.00	\$663,000.00	\$87.58	\$683,150.00
21	CONCRETE SIDEWALK, 6" THICK, REINFORCED	200.00 SY	\$110.00	\$22,000.00	\$98.00	\$19,600.00	\$100.00	\$20,000.00	\$90.00	\$18,000.00	\$96.00	\$19,200.00
22	9"x20" CONCRETE VERTICAL CURB (CHARCOAL GREY)	800.00 LF	\$47.00	\$37,600.00	\$65.00	\$52,000.00	\$60.00	\$48,000.00	\$50.00	\$40,000.00	\$58.33	\$46,666.67
23	CONCRETE SIDEWALK, 4" THICK (CHARCOAL GREY)	800.00 SY	\$80.00	\$64,000.00	\$98.00	\$78,400.00	\$100.00	\$80,000.00	\$95.00	\$76,000.00	\$97.67	\$78,133.33
24	CONCRETE SIDEWALK, 6" THICK, REINFORCED (CHARCOAL GREY)	100.00 SY	\$120.00	\$12,000.00	\$110.00	\$11,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$103.33	\$10,333.33
25	SAWCUTTING, 10" OR LESS	7920.00 LF	\$2.50	\$19,800.00	\$1.00	\$7,920.00	\$1.50	\$11,880.00	\$1.00	\$7,920.00	\$1.17	\$9,240.00
26	DETECTABLE WARNING SURFACE	400.00 SY	\$325.00	\$130,000.00	\$200.00	\$80,000.00	\$565.00	\$226,000.00	\$250.00	\$100,000.00	\$338.33	\$135,333.33
27	DENSE GRADED AGGREGATE (IF & WHERE REQUIRED)	704.00 TON	\$30.00	\$21,120.00	\$2.00	\$1,408.00	\$10.00	\$7,040.00	\$25.00	\$17,600.00	\$12.33	\$8,682.67
28	HMA PATCH	704.00 TON	\$80.00	\$56,320.00	\$100.00	\$70,400.00	\$65.00	\$45,760.00	\$150.00	\$105,600.00	\$105.00	\$73,920.00
29	REGULATORY TRAFFIC SIGN WITH WITH STEEL POST	1584.00 SF	\$50.00	\$79,200.00	\$42.00	\$66,528.00	\$50.00	\$79,200.00	\$55.00	\$87,120.00	\$49.00	\$77,616.00
30	RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST	5.00 UNIT	\$160.00	\$800.00	\$200.00	\$1,000.00	\$100.00	\$500.00	\$200.00	\$1,000.00	\$166.67	\$833.33
31	RELOCATE OR REMOVE EXISTING TRAFFIC SIGN	5.00 UNIT	\$150.00	\$750.00	\$50.00	\$250.00	\$100.00	\$500.00	\$100.00	\$500.00	\$83.33	\$416.67
32	TEMPORARY TRAFFIC STRIPES, 4"	8450.00 LF	\$1.50	\$12,675.00	\$0.10	\$845.00	\$1.00	\$8,450.00	\$2.00	\$16,900.00	\$1.03	\$8,731.67
33	RESET WATER VALVE BOX WITH RISER	50.00 UNIT	\$40.00	\$2,000.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00	\$50.00	\$2,500.00	\$31.67	\$1,583.33
34	RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)	1.00 UNIT	\$80.00	\$80.00	\$20.00	\$20.00	\$500.00	\$500.00	\$250.00	\$250.00	\$256.67	\$256.67
35	NEW WATER VALVE BOX ENTIRE ASSEMBLY	1.00 UNIT	\$450.00	\$450.00	\$220.00	\$220.00	\$500.00	\$500.00	\$500.00	\$500.00	\$406.67	\$406.67
36	NEW WATER VALVE BOX UPPER ASSEMBLY	2.00 UNIT	\$325.00	\$650.00	\$120.00	\$240.00	\$250.00	\$500.00	\$400.00	\$800.00	\$256.67	\$513.33
37	3" RIGID METALLIC CONDUIT, EARTH	400.00 LF	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$25.00	\$10,000.00	\$50.00	\$20,000.00	\$33.33	\$13,333.33
38	GROUND WIRE, NO. 8 AWG	500.00 LF	\$3.00	\$1,500.00	\$3.00	\$1,500.00	\$4.00	\$2,000.00	\$10.00	\$5,000.00	\$5.67	\$2,833.33

K. P. S. S. S.

39	FOUNDATION,TYPE SPF	15.00 UNIT	\$1,000.00	\$15,000.00	\$500.00	\$7,500.00	\$1,000.00	\$15,000.00	\$3,000.00	\$45,000.00	\$1,500.00	\$22,500.00
40	PEDESTRIAN SIGNAL HEAD	15.00 UNIT	\$300.00	\$4,500.00	\$300.00	\$4,500.00	\$1,400.00	\$21,000.00	\$7,500.00	\$112,500.00	\$3,066.67	\$46,000.00
41	PEDESTRIAN SIGNAL STANDARD	15.00 UNIT	\$150.00	\$2,250.00	\$150.00	\$2,250.00	\$2,000.00	\$30,000.00	\$4,500.00	\$67,500.00	\$2,216.67	\$33,250.00
42	PEDESTRIAN INSTRUCTION SIGN	15.00 UNIT	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$300.00	\$4,500.00	\$1,500.00	\$22,500.00	\$633.33	\$9,500.00
43	PUSH BUTTON	15.00 UNIT	\$100.00	\$1,500.00	\$100.00	\$1,500.00	\$800.00	\$12,000.00	\$5,000.00	\$75,000.00	\$1,966.67	\$29,500.00
44	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	500.00 LF	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$7.00	\$3,500.00	\$10.00	\$5,000.00	\$7.33	\$3,666.67
45	CONTROLLER MODIFICATION	15.00 UNIT	\$500.00	\$7,500.00	\$500.00	\$7,500.00	\$2,000.00	\$30,000.00	\$5,000.00	\$75,000.00	\$2,500.00	\$37,500.00
46	EXCAVATION TEST PITS	25.00 CY	\$50.00	\$1,250.00	\$5.00	\$125.00	\$1.00	\$25.00	\$1,000.00	\$25,000.00	\$335.33	\$8,383.33
47	ROADWAY EXCAVATION	2640.00 CY	\$40.00	\$105,600.00	\$1.00	\$2,640.00	\$5.00	\$13,200.00	\$50.00	\$132,000.00	\$18.67	\$49,280.00
48	5' X 10' RIGHT OF WAY BIOSWALE	2.00 UNIT	\$50,000.00	\$100,000.00	\$17,230.50	\$34,461.00	\$10,000.00	\$20,000.00	\$6,500.00	\$13,000.00	\$11,243.50	\$22,487.00
49	BIKE POST, SUPPLY AND INSTALL	150.00 UNIT	\$250.00	\$37,500.00	\$400.00	\$60,000.00	\$300.00	\$45,000.00	\$1,500.00	\$225,000.00	\$733.33	\$110,000.00
TOTAL BASE BID AMOUNT				\$2,242,945.00		\$1,969,924.00		\$2,396,979.00		\$2,991,062.00		\$2,452,655.00

SCHEDULE OF PRICES

This contract will be awarded as an open-end contract for a term of one year.
The minimum and the maximum quantities for each item are as stated below.

*****Vendor must bid on the maximum number in column B*****

<u>A</u>	<u>B</u> Union	<u>C</u>	<u>D</u>	<u>EXTENDED AMOUNT</u>
<u>ITEM</u>	<u>QUANTITY MINIMUM & MAXIMUM</u>	<u>DESCRIPTION</u>	<u>UNIT AMOUNT</u>	<u>B X D</u>
1	0-1200 SF	CONSTRUCTION SIGNS	\$ 0.25	\$ 300.00
2	0-2 UN	CONSTRUCTION IDENTIFICATION SIGNS 48" X 48"	\$ 100.00	\$ 200.00
3	0-20 UN	BREAKAWAY BARRICADES	\$ 0.50	\$ 10.00
4	0-50 UN	DRUMS	\$ 0.50	\$ 25.00
5	0-200 UN	TRAFFIC CONES	\$ 0.50	\$ 100.00
6	0-2 UN	INLET TYPE "B", IF & WHERE DIRECTED	\$4,500.00	\$ 9,000.00
7	0-15 UN	RECONSTRUCT INLET, TYPE "B" USING EXISTING CAST IF & WHERE REQUIRED	\$ 550.00	\$ 8,250.00
8	0-15 UN	RECONSTRUCT, TYPE "B" USING NEW CAST IF & WHERE REQUIRED	\$ 1,300.00	\$ 19,500.00
9	0-350 SF	REPAIR CATCH BASIN WALL	\$ 30.00	\$ 10,500.00
10	0-300 UN	RESET INLET W/ NEW FRAME, CP BICYCLE SAFE GRATE	\$ 650.00	\$ 195,000.00
11	0-20 UN	RESET INLET W/ EXISTING FRAME, CP BICYCLE SAFE GRATE	\$ 250.00	\$ 5,000.00
12	0-352 UN	INLET FILTER, TYPE 2	\$ 1.00	\$ 352.00
13	0-15 UN	CATCH BASIN TRAP	\$ 300.00	\$ 4,500.00
14	0-15 UN	CATCH BASIN WALL PLATE	\$ 300.00	\$ 4,500.00
15	0-40 LF	12" DIP CLASS 52, IF & WHERE DIRECTED	\$ 10.00	\$ 400.00
16	0-5 LF	16" DIP, IF & WHERE DIRECTED	\$ 10.00	\$ 50.00

17	0-10 TONS	3/4" WASHED GRAVEL PIPE BEDDING	\$ 1.00	\$	10.00
18	0-88 UN	JUNCTION BOX, ITS RELOCATION	\$ 650.00	\$	57,200.00
19	0-7,920 LF	9" X 20" CONCRETE VERTICAL CURB	\$ 56.00	\$	443,520.00
20	0-7,800 SY	CONCRETE SIDEWALK, 4" THICK	\$ 87.75	\$	684,450.00
21	0-200 SY	CONCRETE SIDEALK, 6" THICK, REINFORCED	\$ 98.00	\$	19,600.00
22	0-800 LF	9" X 20" CONCRETE VERTICAL CURB (CHARCOAL GREY)	\$ 65.00	\$	52,000.00
23	0-800 SY	CONCRETE SIDEALK, 4" THICK (CHARCOAL GREY)	\$ 98.00	\$	78,400.00
24	0-100 SY	CONCRETE SIDEWALK, 6" THICK REINFORCED (CHARCOAL GREY)	\$ 110.00	\$	11,000.00
25	0-7,920 LF	SAWCUTTING, 10" OR LESS	\$ 1.00	\$	7,920.00
26	0-400 SY	DETECTABLE WARNING SURFACE	\$ 200.00	\$	80,000.00
27	0-704 TON	DENSE GRADED AGGREGATE (IF & WHERE REQUIRED)	\$ 2.00	\$	1,408.00
28	0-704 TON	HMA PATCH	\$ 100.00	\$	70,400.00
29	0-1,584 SF	REGULATORY TRAFFIC SIGN W/ STEEL POST	\$ 42.00	\$	66,528.00
30	0-5 UN	RELOCATE EXISTING TRAFFIC SIGN ON NEW STEEL POST	\$ 200.00	\$	1,000.00
31	0-5 UN	RELOCATE OR REMOVE EXISTING TRAFFIC SIGN	\$ 50.00	\$	250.00
32	0-8,450 LF	TEMPORARY TRAFFIC STRIPES, 4"	\$ 0.10	\$	845.00
33	0-50 UN	RESET WATER VALVE BOX WITH RISER	\$ 25.00	\$	1,250.00
34	0-1 UN	RESET WATER VALVE BOX (RAISE/LOWER ENTIRE BOX)	\$ 20.00	\$	20.00
35	0-1 UN	NEW WATER VALVE BOX ENTIRE ASSEMBLY	\$ 220.00	\$	220.00
36	0-2 UN	NEW WATER VALVE BOX UPPER ASSEMBLY	\$ 120.00	\$	240.00
37	0-400 LF	3" RIGID METALLIC CONDUIT, EARTH	\$ 25.00	\$	10,000.00
38	0-500 LF	GROUND WIRE, NO. 8 AWG	\$ 3.00	\$	1,500.00

39	0-15 UN	FOUNDATION, TYPE SPF	\$ 500.00	\$ 7,500.00
40	0-15 UN	PEDESTRIAN SIGNAL HEAD	\$ 300.00	\$ 4,500.00
41	0-15 UN	PEDESTRIAN SIGNAL STANDARD	\$ 150.00	\$ 2,250.00
42	0-15 UN	PEDESTRIAN INSTRUCTION SIGN	\$ 100.00	\$ 1,500.00
43	0-15 UN	PUSH BUTTON	\$ 100.00	\$ 1,500.00
44	0-500 LF	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	\$ 5.00	\$ 2,500.00
45	0-15 UN	CONTROLLER MODIFICATION	\$ 500.00	\$ 7,500.00
46	0-25 CY	EXCAVATION TEST PITS	\$ 5.00	\$ 125.00
47	0-2,640 CY	ROADWAY EXCAVATION	\$ 1.00	\$ 2,640.00
48	0-2 UN	5' X 10' RIGHT OF WAY BIOSWALE	\$ 17,230.50	\$ 34,461.00
49	150 UN	BIKE POST, SUPPLY AND INSTALL	\$ 400.00	\$ 60,000.00

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

GRAND TOTAL PRICE ITEMS 1 THROUGH 49

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 49.

The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

\$ 1,969,924.00
(In figures)

One Million nine hundred sixty nine thousand nine hundred twenty four dollars and zero cents

(Price in Words - Dollars and Cents)

The contract will be awarded based on the grand total amount for Items 1 through 49. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before the award is made.

Pursuant to N.J.S.A 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor 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 vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustments or extensions and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

**EEO AFFIRMATIVE ACTION
REQUIREMENTS**

(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.

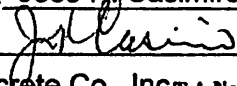
(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and 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): Jose R. Casimiro / President
Representative's Signature: 
Name of Company: Power Concrete Co., Inc. Tel. No.: 973-465-0030 Date: 07/29/2021

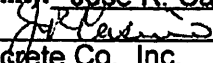
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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): Jose R. Casimiro / President
Representative's Signature: 
Name of Company: Power Concrete Co., Inc.
Tel. No.: 973-465-0030 Date: 07/29/2021



**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: Power Concrete Co., Inc.

Address: 497 Raymond Boulevard, Newark, NJ 07105

Phone: 973-465-0030

Email: Jrcas@powerconcretecoinc.com

Contact Name: Jose R. Casimiro

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.

**M/WBE CONTRACTOR'S COMPLIANCE PLAN
QUESTIONNAIRE FOR BIDDERS**

CONTRACTOR: SUBMIT THIS FORM WITH YOUR PROPOSAL (or within 24 hours thereafter)

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

Project: 2021 on call concrete & ADA Ramps # 2021-007E

Contractor: Power Concrete Co., Inc. **Bid Amt. \$** 1,969,924.00

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
XXXXXXXXXXXXXXXXXXXXXXXXXXXX				

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 Tax Abatement and Compliance

CONTINUED ON NEXT PAGE

Page 2 MWBE COMPLIANCE PLAN QUESTIONNAIRE

Project 2021 on call concrete & ADA Ramps Project No. 2021-007E

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

**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 consider all offers/quotes provided by contractors/vendors equally regardless of status and refer to the MBE/WBE register provided by various governmental agencies.**

Name of Contractor Power Concrete Co., Inc.

By: Signature 

Type or print name/title: Jose R. Casimiro / President

Telephone No: 973-465-0030 Date July 29, 2021

.....
For City Use:

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

By _____ Date: _____

OFFICE OF TAX ABATEMENT & COMPLIANCE

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

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

TAXPAYER NAME:
POWER CONCRETE CO. INC.
TAXPAYER IDENTIFICATION#
222-813-594/000
ADDRESS
497 RAYMOND BOULEVARD
NEWARK NJ 07105
EFFECTIVE DATE:
04/03/87

TRADE NAME:

CONTRACTOR CERTIFICATION#
0108939

ISSUANCE DATE:
12/12/01

Patricia A. Chascolis
Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be consecutively displayed at all addresses.

FORM BRC(08-01)



New Jersey Division of Revenue

Revenue NJBGS

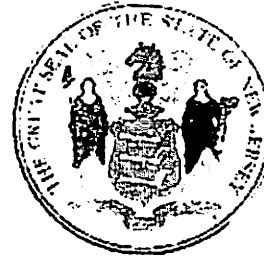
On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108939 FOR POWER CONCRETE CO. INC. IS VALID.

VERIFIED
PC

Certificate Number
605034

Registration Date: 03/07/2020
Expiration Date: 03/06/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Power Concrete Co., Inc.

Responsible Representative(s):

Jose Casimiro, President
Maria Casimiro, CEO

Responsible Representative(s):

Anabela Casimiro, Vice-President

A handwritten signature in black ink, appearing to read "R. Asaro-Angelo".

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

NON TRANSFERABLE

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



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

September 22, 2020

Mr. Nigel Singh
D/ESBE Officer
Power Concrete Co., Inc.
497 Raymond Boulevard
Newark, NJ 07105

Dear Mr. Singh:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning September 22, 2020, and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

Vicki Tilghman-Ansley
Acting Director
Division of Civil Rights and Affirmative Action

IS-G/smm
c: File

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

(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
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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.

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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): Jose R. Casimiro / President

Representative's Signature: 

Name of Company: Power Concrete Co., Inc. Tel. No.: 973-465-0030 Date: 07/29/2021

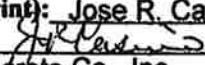
APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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. §119101 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): Jose R. Casimiro / President
Representative's Signature: 
Name of Company: Power Concrete Co., Inc.
Tel. No.: 973-465-0030 Date: 07/29/2021

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

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

TRADE NAME:

CONTRACTOR CERTIFICATION#

TAXPAYER NAME:

POWER CONCRETE CO. INC.

TAXPAYER IDENTIFICATION#

222-813-594/000

ADDRESS

497 RAYMOND BOULEVARD

NEWARK NJ 07105

EFFECTIVE DATE:

04/03/87

ISSUANCE DATE:

12/12/01

Patricia A. Chascolis

Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be consecutively displayed at the place of business.

FORM BRC(08-01)



New Jersey Division of Revenue

Revenue **NJBGS**

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0108939 FOR POWER CONCRETE CO. INC. IS VALID.

VERIFIED
PC



**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: Power Concrete Co., Inc.

Address: 497 Raymond Boulevard, Newark, NJ 07105

Phone: 973-465-0030

Email: Jrcas@powerconcretecoinc.com

Contact Name: Jose R. Casimiro

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.