

4264-15
Proposal (1)

PROPOSAL

DIVISION OF COASTAL ENGINEERING
PROJECT NO. 4264-15
Absecon Inlet Jetty Repair Project
in the City of Atlantic City, Atlantic County, New Jersey

Department of Environmental Protection
Engineering & Construction
Division of Coastal Engineering
1510 Hooper Avenue
Toms River, New Jersey 08753

~~January 31~~ March 1, 2019

Apple Construction Co., Inc.
Contractor Name
(Print or type)

1030 Route 83
Address

Clermont, NJ 08210
City / State / Zip

Dear Sir or Madam:

In accordance with your advertisement of 1/31/2019 inviting proposals for the Absecon Inlet Jetty Repair Project in the City of Atlantic City, Atlantic County, New Jersey and subject to the conditions and requirements thereof, and to the Specifications dated January 2019, both of which are attached hereto and so far as they relate to this proposal are made a part of it, I (or we) will provide all necessary material, equipment, supplies and facilities, and perform all the work called for by the said Specifications, in the manner described therein and in accordance with the requirements of the Manager and the Inspectors under him, for the consideration of the bid specified and outlined as follows:

The bidder, hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey, to the following:

4264-15
Proposal (2)

I. AFFIRMATIVE ACTION

That an affirmative action program of equal opportunity, in support of P.L. 1945, c 169, the New Jersey "Law Against Discrimination" as supplemented and amended, as well as in accordance with Executive Order No. 11246 promulgated by the President of the United States, September 24, 1965 and Executive Order No. 11625, promulgated by the President of the United States, October 13, 1971, has been adopted by this organization to ensure that applicants are employed, employees are treated without regard to their race, creed, color, national origin, sex or age, and that the selection and utilization of Contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, sex or age. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority Contractors, subcontractors, consultants, materials suppliers and equipment lessors.

II. EQUAL EMPLOYMENT OPPORTUNITY

The performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and the filing of required reports.

That if the bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, all reports due under the applicable filing requirements have been filed with the joint reporting committee, the director of the office of federal contract compliance, a federal government contracting or administering agency, or the former president's committee on equal employment opportunity.

Note: This section (II) is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) for federally funded projects, and must be certified to by bidders only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is for FHWA and FRA funded projects and Standard Forms 100 (EEO-1) and 257 are for UMTA funded projects as required by executive orders or their implementing regulations.

Contractors who have participated in a previous contract or subcontract subject to the executive orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts unless such Contractor submits a report covering the delinquent period or such other period specified by the participating federal agency or by the director, office of federal contract compliance, U.S. Dept. of Labor.

4264-15

Proposal (3)

III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION OF THE CONTRACT BY OTHERS

That this proposal has been executed with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

That the bidder warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the bidder. (N.J.S.A.52:34-15).

IV. DEBARMENT

That the bidder and principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, of receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the above paragraph of this certification.

Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the bidder is unable to certify to any of the statement in this certification, the Bidder shall explain below and/or on additional pages if necessary.

4264-15

Proposal (4)

The bidder shall submit the forms listed within Appendix A at the time of bid.~~below within the attached Division of Purchasing & Property Checklist:~~

- ~~1. State of New Jersey Standard Terms and Conditions~~
- ~~2. Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (If Applicable)~~
- ~~3. Ownership Disclosure Form~~
- ~~4. Disclosure of Investigations and Actions Involving Bidder~~
- ~~5. Disclosure of Investment Activities in Iran~~
- ~~6. Two Year Chapter 51/Executive Order 117 Vender Certification and Disclosure of Political Contributions~~
- ~~7. Chapter 271 Vendor Certification and Political Contribution Disclosure~~
- ~~8. MacBride Principles Certification~~
- ~~9. Proof of Business Registration~~
- ~~10. Certificate of Insurance/Acord~~
- ~~11. Source Disclosure Certification~~
- ~~12. Affirmative Action Compliance~~

~~Please utilize the link below to find the above mentioned forms :-~~

~~<https://www.state.nj.us/treasury/purchase/forms/Waiver%20and%20DPA%20Contract%20Checklist.pdf>~~

4264-15
Proposal (5)

BIDDING SCHEDULE

ITEM NO. 1 - GENERAL WORK:

The completion of all General Work as specified in Section 11:01, as shown on the project plans for the lump sum of \$ 1,104,200.00.

ITEM NO. 2 - SURVEY:

The completion of all Survey work as specified in Section 11:02, as shown on the project plans, for the lump sum of \$ 40,000.00

ITEM NO. 3 - CORESTONE FOR CORE BOX CONSTRUCTION AND JETTY "CHINKING":

Construction of 3,500.00 tons (TON) of Corestone for Core Box Construction and Jetty "Chinking", as specified at Section 11:03, as shown on the project plans at a unit price of \$ 80.00 per TON or \$ 280,000.00

ITEM NO. 4 - REHANDLED ARMOR STONE:

Construction of 14,000.00 tons (TON) of Rehandled Armor Stone, as specified at Section 11:04, as shown on the project plans at a unit price of \$ 39.00 per TON or \$ 546,000.00

ITEM NO. 5 - NEW ARMOR STONE - Primary (Head):

Construction of 250.00 tons (TON) of New Armor Stone - Primary (Head) as specified at Section 11:05, as shown on the project plans at a unit price of \$ 150.00 per TON or \$ 37,500.00

ITEM NO. 6 - NEW ARMOR STONE - Primary (Trunk):

Construction of 850.00 tons (TON) of New Armor Stone - Primary (Trunk) as specified at Section 11:05, as shown on the project plans at a unit price of \$ 98.00 per TON or \$ 83,300.00

4264-15
Proposal (6)

ITEM NO. 7 – NEW ARMOR STONE – Secondary (Head and Trunk):

Construction of 6,250.00 tons (TON) of
New Armor Stone – Secondary (Head and Trunk) as specified at
Section 11:05, as shown on the project plans at a unit
price of \$ 65.00 per TON or\$ 406,250.00

ITEM NO. 8 – REMOVAL OF VOID FILLER:

Construction of 1,250.00 tons (TON) of
Removal of Void Filler as specified at
Section 11:06, as shown on the project plans at a unit
price of \$ 80.00 per TON or\$ 100,000.00

ITEM NO. 9 – CONCRETE VOID FILLER:

Construction of 650.00 cubic yards (CY) of
Concrete Void Filler as specified at
Section 11:06, as shown on the project plans at a unit
price of \$ 250.00 per CY or\$ 162,500.00

**ITEM NO. 10 – GEOTEXTILE STRUCTURAL FABRIC WRAPPING FOR
CORE BOX CONSTRUCTION, Station 1+30 to 6+00:**

Construction of 470.00 linear foot (LF) of
Geotextile Structural Fabric Wrapping for Core Box Construction; Station
1+30 to 6+00 as specified at Section 11:07,
as shown on the project plans at
a unit price of \$ 30.00 per LF or\$ 14,100.00

**ITEM NO. 11 – GEOTEXTILE STRUCTURAL FABRIC WRAPPING FOR
CORE BOX CONSTRUCTION; Station 6+00 to 11+92:**

Construction of 600.00 linear foot (LF) of
Geotextile Structural Fabric Wrapping for Core Box Construction; Station
6+00 to 11+92 as specified at Section 11:07,
as shown on the project plans at
a unit price of \$ 35.00 per LF or\$ 21,000.00

ITEM NO. 12 – EXCAVATION "IF & WHERE DIRECTED":

Excavation of 10,000 cubic yards (CY) of Beach Sand as specified in
Section 11:08, at unit price of
\$.01 per CY or\$ 100.00

4264-15
Proposal (7)

ITEM NO. 13 – STRUCTURE MONITORING:

The completion of all Structure Monitoring work as specified in
Section 11:09, as shown on the project plans, for the
lump sum of \$ 30,000.00

TOTAL AMOUNT OF BID \$ 2,824,950.00

AMOUNT OF CERTIFIED CHECK OR BID BOND \$ 10% OF AMOUNT BID
(Minimum of 10% of total amount of bid)

4264-15
Proposal (8)

BIDDER'S CERTIFICATION

The person signing this Proposal (hereinafter "I") hereby certifies that I have the full authority to execute this proposal on behalf of the bidder named on page one of this proposal. In executing this proposal, I hereby declare that the bidder has carefully examined the Advertisement, Specifications, Plans, Proposal and all other contract documents required for the construction of the project named above.

I hereby acknowledge that, as the signatory below, the bidder understands that work under this project will not commence until a contract, executed by the Commissioner of the Department of Environmental Protection, is in possession of the bidder and that this may be as long as 90 days after bids have been received.

I hereby certify that I have full authority to execute this proposal on behalf of the bidder named on page one of this proposal. In executing this proposal I hereby declare that the bidder has carefully examined the advertisement, specifications, plans, proposal, and all other contract documents required for the construction of the project named above.

By submitting this bid, the bidder certifies and represents that its bid, updated financial statement(s), certifications as to business registration/representative, public works Contractor registration/representative, and proposal bond have been signed by an authorized representative of the bidder.

J. E. Johnston, III
Signature of Contractor

James E. Johnston, III
Print Name of Contractor

President
Title

22-2346498
Federal I.D. Number

estimating@agateconstruction.net
Email

609.624.9090
Telephone Number

COPIES OF INSURANCE CERTIFICATES AND BONDS ARE NOT REPRINTED
HERE DUE TO SIZE

CERTAIN BIDDER FORMS SUBMITTED WITH THE PROPOSAL HAVE BEEN
REMOVED DUE TO SIZE

Proposal

(STD.)

CONTRACTOR'S QUALIFICATION AFFIDAVIT

This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A 52:35 et seq. R.S. 52:35 and the Regulations adopted by the Department of Environmental Protection, and filed in the Office of the Secretary of State, February 26, 1960, and any amendments thereto; and that the said Bidder has no contracts in force that will affect the completion of the contract on which bid is submitted in full accordance with plans and specifications.

James E. Johnston, III L.S.
James E. Johnston, III
President

Sworn and Subscribed
before me this

21 day of March 20 19

at Ocean View, NJ

Susan D. Sharp

Notary Public

SUSAN D. SHARP
NOTARY PUBLIC OF NEW JERSEY
ID # 2299665
My Commission Expires 4/25/2023

Proposal (STD.)

It is understood that the bidding and award of contract will be based on Sections 1:00 and 3:00 of these specifications.

Accompanying this proposal is a:

☐ Certified check in the sum of \$ _____

☒ Bid Bond in the amount of \$ 10% of total amount bid

Guaranteed payable to the Department of Environmental Protection which check I (or We) agree is to be forfeited as liquidated damages and not as a penalty, if in this case the proposal is found to be the lowest contract awarded thereon, the undersigned shall fail under the conditions of the proposal to execute a contract with this body or furnish evidence as requested under experience, otherwise the certified check is to be returned to the undersigned.

I (or We) make this proposal with full knowledge of the kind, quantity and quality of the service required and if it is accepted, will after receiving notice of such acceptance enter into the contract with good and sufficient sureties for the faithful performance thereof.

Under the laws of the State of New Jersey

☐ partnership

The undersigned is a

☒ corporation

☐ individual

Having its principal office at 1030 Route 83, Clermont, NJ 08210

Signed

James E. Johnston, III
President

By

(SEAL)
ATTEST

James E. Johnston, III
Secretary / Treasurer

STONE SETTER EXPERIENCE AFFIDAVIT

This is to certify under oath that the project experience listed in the Contractor's bid submission for the ~~Project Superintendent and~~ Stone Setter(s) is true and accurate in accordance with Section 1:00 of the specifications, and that the Stone Setter(s) listed will be the operator(s) physically executing the placement and keying in of stone for the duration of the project for as long as the stone setter(s) is/are employed by the Contractor, and that the said Stone Setter(s) has/have not been and will not be committed to other construction contracts, including by means of temporary termination and reassignment, that will affect the quality and timely completion of the contract on which bid is submitted in full accordance with plans and specifications.



L.S.

Name: James E. Johnston, III
President

Title: _____

Sworn and Subscribed
before me this

21 day of March 2019

at Ocean View, NJ



SUSAN D. SHARP
Notary PublicNOTARY PUBLIC OF NEW JERSEY
ID # 2299665
My Commission Expires 4/25/2023

I/We Understand that the bidding and award of contract will be pursuant to Sections 1:00 et seq. and 3:00 et seq. of these specifications.

Under the laws of the State of New Jersey

The undersigned is a ☐ partnership
☒ corporation
☐ individual

Having its principal office at 1030 Route 83, Clermont, NJ 08210

Signed J. E. Johnston
Name James E. Johnston, III
Title President

(SEAL)
ATTEST

J. E. Johnston
James E. Johnston, III
Secretary / Treasurer

CONTRACTOR REPRESENTATIVE EXPERIENCE AFFIDAVIT

This is to certify under oath that the project experience listed in the Contractor's bid submission for the ~~and~~-Contractor Representative is true and accurate in accordance with Section 1:00 of the specifications, and that the Contractor Representative listed will be responsible for project staffing, worksite protection, overseeing construction and maintaining stone stockpiles, for the duration of the project for as long as the Representative is employed by the Contractor, and that the said Representative has/have not been and will not be committed to other construction contracts, including by means of temporary termination and reassignment, that will affect the quality and timely completion of the contract on which bid is submitted in full accordance with plans and specifications.

James E. Johnson III L.S.

Name: James E. Johnson III

Title: President

Sworn and Subscribed
before me this

21 day of March 20 19

at Ocean View, NJ

Susan D. Sharp


Notary Public
SUSAN D. SHARP
NOTARY PUBLIC OF NEW JERSEY
ID # 2299665
My Commission Expires 4/25/2023

I/We Understand that the bidding and award of contract will be pursuant to Sections 1:00 et seq. and 3:00 et seq. of these specifications.


Under the laws of the State of New Jersey

The undersigned is a ☐ partnership
☒ corporation
☐ individual

Having its principal office at 1030 Route 83, Clermont, NJ

Signed 
Name James E. Johnston, III
Title President

(SEAL)
ATTEST


James E. Johnston, III
Secretary / Treasurer

CONTRACTOR EXPERIENCE AFFIDAVIT

This is to certify under oath that the project experience listed in the Contractor's bid submission for the Contractor is true and accurate in accordance with Section 1:00 of the specifications, and that the project(s) submitted ensure the Contractor has the management abilities to adequately staff the project, effectively manage their personnel, and implement a project of this magnitude. The Contractor ensures that their experience their staff will provide quality work and a timely completion of the contract.

J. E. Johnston L.S.

Name: James E. Johnston, III
President

Title: _____

Sworn and Subscribed
before me this

21 day of March 20 19

at 1030 Route 83, Clermont, NJ 08210

Susan D. Sharp

Notary Public
SUSAN D. SHARP
NOTARY PUBLIC OF NEW JERSEY
ID # 2299665
My Commission Expires 4/25/2023

APPENDIX F

PROVISIONS FOR FEDERALLY FUNDED PROJECTS

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF ENGINEERING & CONSTRUCTION
DIVISION OF COASTAL ENGINEERING

The Division of Coastal Engineering, herein referred to as "Department", shall ensure that all Contractors entering into a construction contract with the Department that is federally-funded, either in whole or in part, comply with all terms and conditions of the provisions stated in Appendix F. All Contractors should be aware that these provisions also apply to all potential Sub-Contractors and it will be the responsibility of the Contractor to ensure any Sub-Contract they may enter include these provisions.

I. Required Certification

The Contractor shall include the following certification, signed by an official who is authorized to legally bind the Contractor, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this Contract via the Contractor Payment Affidavit. The Contractor Payment Affidavit shall include the following language:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract which utilizes Federal funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

II. Requirement for Data Universal Numbering System (DUNS) number

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a sub-award from the Department unless the entity has provided its DUNS Number to the Department.

III. Federal Funding Accountability and Transparency Act Reporting

A. The Contractor shall report the names and total compensation of each of the Contractor's five most highly compensated executives for the Contractor's preceding completed fiscal year, if:

1. In the Contractor's preceding fiscal year, the Contractor received:

- i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

B. Such reporting shall be made, to the Department, upon the Contractor's execution of this Contract.

C. Definitions applicable to this reporting requirement can be found in Appendix A of 2 CFR Part 170.

IV. Debarment and Suspension

A. The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Contractor enters into a covered transaction at the next lowest tier.

B. The Contractor acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this Contract, or pursuit of legal remedies, including suspension and debarment.

V. Restrictions on Lobbying

- A. The Contractor agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Contractor and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Contractor and all lower tier subrecipients shall certify and disclose accordingly:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Contractors and their subcontractors that apply or bid for an award exceeding \$100,000 must file the Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

VI. Equal Employment Opportunity

This agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

- A. During the performance of this agreement, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 setting forth the provisions of this nondiscrimination clause.
 2. The Contractor 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to a subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VII. Federal Labor Standards

To the extent applicable, the Contractor shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Contractor and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov.dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Contractor hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and its

subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

VIII. Rights to Inventions

If the State award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Contractor or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

IX. Environmental Regulatory Compliance

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

X. Procurement of Recovered Materials

Any Contractor that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XI. Buy American Act

The Contractor shall comply with the provisions of the Buy American Act under 41 U.S.C. §§ 8301-8305; 48 C.F.R. Part 25 which requires the Contractor to buy domestic "articles, materials, and property" when they are acquired for public use unless a specific exemption applies.

XII. Additional Provisions

N/A

RECEIPT OF ACKNOWLEDGEMENT

Please complete this form and return to NJDEP Division of Coastal Engineering at time of bid

The Contractor has read and understands all the terms and conditions of the provisions stated within Appendix F and shall adhere to them to perform work on NJDEP Project No. 4264-15. The Contractor is also obligated under these provisions to ensure that any Sub-Contractors they may enter into an agreement with shall be fully aware of these provisions and should include this Appendix as an attachment to their Sub-Contract.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THESE PROVISIONS

Signature



Date

3/21/2019

James E. Johnston, III
President

Print Name and Title

HAPE CONSTRUCTION CO., INC.

Print Name of Contractor

Sworn to and subscribed
before me this

21 day of March, 2019

Notary Signature



Date

SUSAN D. SHARP
NOTARY PUBLIC OF NEW JERSEY
ID # 2299665
My Commission Expires 4/25/2023

Certificate Number
607179

Registration Date: 07/10/2018
Expiration Date: 07/09/2020



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:

Agate Construction Co., Inc.
2018

Responsible Representative(s):
James E. Johnston, Jr., CEO

A handwritten signature in black ink, reading "RA 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
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
AGATE CONSTRUCTION COMPANY, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

CONTRACTOR CERTIFICATION#

0103112

ADDRESS
1030 ROUTE 83
OCEAN VIEW NJ 08230

ISSUANCE DATE:

10/15/01

EFFECTIVE DATE:
03/30/81

Patricia A. Chiacchis
Director, Division of Revenue

FORM-BRC(08-01)

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AGATE CONSTRUCTION COMPANY, INC.

Trade Name:

Address: 1030 ROUTE 83
OCEAN VIEW, NJ 08230

Certificate Number: 0103112

Date of Issuance: February 15, 2006

For Office Use Only:

20060215110430043



Main Office:
1030 Route 83
P.O. Box 107
Ocean View, NJ 08230-0107

TEL 609-624-9090
FAX 609-624-0957

Agate Construction Co., Inc
Corporate Resolution

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that James E. Johnston III President, Secretary & Treasurer (Officer Names as many as applicable) of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts as may be legally, properly and reasonably required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION specifically (Complete & Full Project Description) NJ DEP PROJECT 4264-15 ABSECON INLET JETTY REPAIR PROJECT.

I, James E. Johnston, III, Secretary of a Corporation of New Jersey (State) CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on March 6TH, 2019, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that is has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATED: 3/6/2019


Signature, Corp. Secretary

JAMES E. JOHNSTON III
Print Name, Corp. Secretary

AFFIX CORPORATE SEAL

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER 22-2346498		2. CONTRACTOR ID NUMBER 4137		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: NJ DEP Address: 1510 HOOPER AVE TOMS RIVER, NJ 08753							
3. NAME AND ADDRESS OF PRIME CONTRACTOR AGATE CONSTRUCTION (Name) PO Box 107 (Street Address) Bloomfield, NJ 08230 (City) (State) (Zip Code)				CONTRACT NUMBER 4264-15		DATE OF AWARD 4/18/19		DOLLAR AMOUNT OF AWARD \$2,824,950.00			
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: ABSECON INLET JETTY REPAIR Address: ATLANTIC CITY, NJ		7. PROJECT NUMBER 4264-15		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/>			
TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE							
		J AP J AP		J AP J AP							
1. ASBESTOS WORKER		6									
2. BRICKLAYER OR MASON		0									
3. CARPENTER		0									
4. ELECTRICIAN		0									
5. GLAZIER		0									
6. HVAC MECHANIC		0									
7. IRONWORKER		0									
8. OPERATING ENGINEER		3		1				6/1/19		10/31/19	
9. PAINTER		0									
10. PLUMBER		0									
11. ROOFER		0									
12. SHEET METAL WORKER		0									
13. SPRINKLER FITTER		0									
14. STEAMFITTER		0									
15. SURVEYOR		1									
16. TILER		0									
17. TRUCK DRIVER		3		1		1		6/1/19		10/31/19	
18. LABORER		2				1		6/1/19		10/31/19	
19. OTHER		0									
20. OTHER		0									

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

GREGORY SCOTT
(Please Print Your Name)
609 624-9090 x217
(Area Code) (Telephone Number) (Ext.)

Project Manager
(Title)
4/16/19
(Date)