

BID DOCUMENT SUBMISSION CHECKLIST
TOWNSHIP OF WEST WINDSOR
(Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with
Submission of Bid
By State Statute

Bidder:
Initial each item
Submitted with Bid

| | | |
|----------|--|-----------|
| X | If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document | LA |
| X | A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2 | LA |
| X | A listing of subcontractors as required by N.J.S.A. 40A:11-16 | LA |
| X | A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check) | LA |
| X | A Consent of Surety, pursuant to N.J.S.A., 40A:11-22 | LA |
| X | Public Works Contractor's Registration Act Certificate as required by N.J.S.A. 34:11-56.48 | LA |
| X | Disclosure of Investment Activities in Iran pursuant to Public Law 2012 c.25 | LA |

B. INCLUDED WITH THIS BID SHALL BE THE FOLLOWING DOCUMENTS

West Windsor Requires
w. Submission of Bid

Bidder: Initial each
Item Submitted w/ Bid

| | | |
|----------|--|-----------|
| X | Bid Document Submission Checklist | LA |
| X | Completed and signed Bid Forms and Items | LA |
| X | Acknowledgement of receipt of changes to Bid document Form (if required) | LA |
| X | Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors | LA |
| X | Contractors Qualification Questionnaire | LA |
| X | Non-Collusion Affidavit (must be notarized) | LA |
| X | Mandatory Equal Employment Opportunity Language (must be notarized) | LA |
| | Agreement | |
| X | Hold Harmless Agreement | LA |
| X | Prevailing Wage Affidavit | LA |
| | Payment Bond | |
| | Performance Bond | |
| | Maintenance Bond | |
| | Contractor's Affidavit | |
| | Contractor's Release | |
| X | New Jersey Business Registration Certificate as required by N.J.S.A. 52:23-44 | LA |
| X | Americans with Disabilities Act of 1990 | LA |

C. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: CHERAIN CONSTRUCTION INC.

By Authorized Representative: LAURA ABREU

Signature: *LAURA ABREU*

Print Name and Title: LAURA ABREU - PRESIDENT

Bid Forms Section

Date Signed: _____



JAN 19 2021

BID FORM

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP
ADA ACCESSIBLE RAMPS, SIDEWALKS,
AND PEDESTRIAN IMPROVEMENTS**

This Bid will not be accepted after **Wednesday, January 20, 2021**, 11:00 am, prevailing time on, at which time all Bids will be publicly opened and read.



Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

Bid Forms Section

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

If a Corporation,

Name of Contractor Empire Construction Inc.

Signature of Bidder [Signature]
LAURA ARNEU Name PRESIDENT Title

Business Address 104 GEORGE ST. SOUTH RIVER, NJ 08882

Incorporated under the Laws of the State of NEW JERSEY

President LAURA ARNEU PRESIDENT
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 12/30/2020

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA
TO BID DOCUMENTS FORM

**WEST WINDSOR TOWNSHIP
ADA ACCESSIBLE RAMPS, SIDEWALKS, AND PEDESTRIAN SAFETY
IMPROVEMENTS**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid proposal may be subject for rejection of the Bid.

| West Windsor Township Reference Number or Title of Addendum/Revision | | How Received (mail, fax, pick- up, etc.) | Date Received | Bidder's Initials |
|---|----------------------|--|------------------|----------------------|
| Notice, Revision or Addenda No. | Title or Description | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Acknowledged by Bidder

Name of Bidder: ENTRAIN CONSTRUCTION INC.

By Authorized Representative:

Signature: 

Print Name and Title: LAURA ARZEN - PRESIDENT

Date: 12/30/2020

BID ITEMS**WEST WINDSOR TOWNSHIP
ADA ACCESSIBLE RAMPS, SIDEWALKS,
AND PEDESTRIAN SAFETY IMPROVEMENTS****BASE BID**

| <u>ITEM #</u> | <u>SPEC. REFER.</u> <u>FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM &</u> <u>PRICE IN WORDS AND FIGURES</u> | <u>EXTENSION</u> |
|----------------------|---|--|-------------------------|
| 1 | Gen. Req. Sec. 01601 | Mobilization Lump Sum @ \$ 5000 Five thousand (Write out unit price) | 5000 |
| 2 | NJDOT Spec. 201.04 | Clearing Site Lump Sum @ \$ 16,000. — Sixteen thousand (Write out unit price) | 16 000 |
| 3 | Gen. Req. Sec. 01604 | Project Video Lump Sum @ \$ 1000 one thousand (Write out unit price) | 1000 |
| 4 | NJDOT Spec. 159.04 | Traffic Director, Flagger 350 HOURS @ \$ 85 per HOUR Eighty five (Write out unit price) | 29750 |
| 5 | NJDOT Spec. 159.04 | Traffic Cones 25 UNITS @ \$ 10 per UNIT Ten (Write out unit price) | 250 |

- | | | | |
|----|-----------------------|---|-------------------------|
| 6 | NJDOT Spec. 159.04 | Drums 15 UNITS @ \$ 10 per UNIT | <u>150</u> |
| | | <u>Ten</u> (Write out unit price) | |
| 7 | NJDOT Spec. 159.04 | Breakaway Barricade 6 UNITS @ \$ 50 per UNIT | <u>300</u> |
| | | <u>Fifty</u> (Write out unit price) | |
| 8 | NJDOT Spec. 158.04 | Inlet Filter, Type 2 13 UNITS @ \$ 100 per UNIT | <u>1300</u> |
| | | <u>One Hundred</u> (Write out unit price) | |
| 9 | NJDOT Spec. 601.04 | 4" Perforated HDPE Underdrain, If & Where Directed 100 LF @ \$ 1 ⁰⁰ per LF | <u>100⁰⁰</u> |
| | | <u>one</u> (Write out unit price) | |
| 10 | NJDOT Spec. 601.04 | 12" Ductile Iron Pipe 59 LF @ \$ 200 per LF | <u>11800.—</u> |
| | | <u>Two Hundred</u> (Write out unit price) | |
| 11 | NJDOT Spec. 610.04 | Mono-Directional White Pavement Reflector 42 UNITS @ \$ 50 per UNIT | <u>2100</u> |
| | | <u>Fifty</u> (Write out unit price) | |
| 12 | NJDOT Spec. 602.04 | Inlet, Type "B" with 4" Type 'N' Eco Curb Piece and Bicycle Safe Frame and Grate 1 UNIT @ \$ 2800 per UNIT | <u>2800</u> |
| | | <u>Two thousand eight hundred</u> | |

| | | | | |
|----|-----------------------|---|------------------------|-----------------|
| | | | (Write out unit price) | |
| 13 | NJDOT Spec. 602.04 | Raise Manhole Frame and Cover 3 UNITS @ \$ 1 per UNIT | one | 3 ⁰⁰ |
| | | | (Write out unit price) | |
| 14 | NJDOT Spec. 602.04 | 6" Type 'N' Eco Curb Piece 6 UNITS @ \$ 300 per UNIT | three hundred | 1800.- |
| | | | (Write out unit price) | |
| 15 | NJDOT Spec. 602.04 | Repair of Structure 7 UNITS @ \$ 500 per UNIT | five hundred | 3500.- |
| | | | (Write out unit price) | |
| 16 | NJDOT Spec. 607.04 | 6"x8"x18" Concrete Vertical Curb 1,418 LF @ \$ 32 per LF | thirty two | 45,376.- |
| | | | (Write out unit price) | |
| 17 | NJDOT Spec. 606.04 | Concrete Sidewalk, 4" Thick 392 SY @ \$ 81 per SY | Eighty one | 31,752.- |
| | | | (Write out unit price) | |
| 18 | NJDOT Spec. 606.04 | Concrete Sidewalk, Reinforced, 6" Thick 76 SY @ \$ 81 per SY | Eighty one | 6156 |
| | | | (Write out unit price) | |
| 19 | NJDOT Spec. 606.04 | Hot Mix Asphalt Driveway, 2" Thick 36 SY @ \$ 40 per SY | Forty | 1440 |

(Write out unit price)

20 NJDOT Spec. Remove and Reset Brick Paver Driveway Apron
606.04 15 SY @ \$ 250 per SY

3750

Two hundred fifty
(Write out unit price)

21 NJDOT Spec. Detectable Warning Surface
606.04 22 SY @ \$ 200 per SY

4400. -

Two hundred
(Write out unit price)

22 NJDOT Spec. HMA Milling, 3" or Less
401.04 2,875 SY @ \$ 5 per SY

14,375. -

five
(Write out unit price)

23 NJDOT Spec. HMA Milling, 3" Depth to 6" Depth
401.04 400 SY @ \$ 5 per SY

2000. -

five
(Write out unit price)

24 NJDOT Spec. HMA Pavement Repair
401.04 310 SY @ \$ 40 per SY

12,400. -

Forty
(Write out unit price)

25 NJDOT Spec. Tack Coat
401.04 398 GAL @ \$ 1 per GAL

398. -

one
(Write out unit price)

26 NJDOT Spec. Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick
401.04 430 TONS @ \$ 95 per TON

40,850. -

Ninety five dollars

- | | | | | |
|----|-----------------------|--|--------------------|-----------------|
| | | | | |
| | | | | |
| | | | | |
| | | (Write out unit price) | | |
| 27 | NJDOT Spec. 401.04 | Hot Mix Asphalt 9.5M64 Leveling Course, Variable Thickness 85 TONS @ \$ <u>1</u> per TON | <u>one</u> | <u>85</u> |
| | | (Write out unit price) | | |
| 28 | NJDOT Spec. 401.04 | Hot Mix Asphalt 19M64 Base Course, 6" Thick 160 TONS @ \$ <u>70</u> per TON | <u>Seventy</u> | <u>12200. —</u> |
| | | (Write out unit price) | | |
| 29 | NJDOT Spec. 401.04 | Sealing of Cracks in Hot Mix Asphalt Surface Course 7,900 LF @ \$ <u>1.00</u> per LF | <u>one</u> | <u>7900. —</u> |
| | | (Write out unit price) | | |
| 30 | NJDOT Spec. 401.04 | Dense Graded Aggregate, If & Where Directed 50 CY @ \$ <u>35</u> per CY | <u>thirty five</u> | <u>1750. —</u> |
| | | (Write out unit price) | | |
| 31 | NJDOT Spec. 401.04 | 1 1/2" Clean Stone, If & Where Directed 50 CY @ \$ <u>35</u> per CY | <u>thirty five</u> | <u>1750</u> |
| | | (Write out unit price) | | |
| 32 | NJDOT Spec. 612.04 | Rectangular Rapid Flashing Beacon, Complete 4 UNITS @ \$ <u>5000</u> per UNIT | <u>5000.</u> | <u>20,000 —</u> |
| | | (Write out unit price) | | |
| 33 | NJDOT Spec. | 30"X30" Regulatory Sign, R1-1 'Stop' | | |

| | | | |
|----|-----------------------|---|-----------|
| | 612.04 | 1 UNIT @ \$ 500 per UNIT | 500 |
| | | Five Hundred | |
| | | (Write out unit price) | |
| 34 | NJDOT Spec. 612.04 | 36"x26" Warning Sign, W17-1 'Speed Hump' 3 UNITS @ \$ 500 per UNIT | 1500 |
| | | Five hundred | |
| | | (Write out unit price) | |
| 35 | NJDOT Spec. 612.04 | 12"x12" Warning Sign, W13-1p '15 MPH' 3 UNITS @ \$ 500 per UNIT | 1500 |
| | | Five hundred | |
| | | (Write out unit price) | |
| 36 | NJDOT Spec. 610.04 | Preformed Thermoplastic Crosswalk 170 SY @ \$ 250 per SY | 42,500. — |
| | | Two Hundred fifty | |
| | | (Write out unit price) | |
| 37 | NJDOT Spec. 610.04 | Traffic Markings, 24" Wide White 185 LF @ \$ 10. per LF | 1850 |
| | | Ten | |
| | | (Write out unit price) | |
| 38 | NJDOT Spec. 610.04 | Traffic Markings, 8" Wide White 520 LF @ \$ 4 per LF | 2800. — |
| | | Four | |
| | | (Write out unit price) | |
| 39 | NJDOT Spec. 610.04 | Traffic Markings, Chevron 8 UNITS @ \$ 250 per UNIT | 2000 |
| | | Two hundred fifty | |
| | | (Write out unit price) | |

- | | | | |
|----|-----------------------|--|-------------------|
| 40 | NJDOT Spec. 610.04 | Traffic Stripes, 4" Wide Yellow 3,282 LF @ \$ <u>1</u> per LF | <u>3282.-</u> |
| | | <u>one</u> (Write out unit price) | |
| 41 | NJDOT Spec. 811.04 | Topsoiling, 5" Thick 460 SY @ \$ <u>7⁰⁰</u> per SY | <u>3220.-</u> |
| | | <u>Seven</u> (Write out unit price) | |
| 42 | NJDOT Spec. 811.04 | Fertilizing and Seeding, Type A-3 460 SY @ \$ <u>2</u> per SY | <u>920.-</u> |
| | | <u>Two</u> (Write out unit price) | |
| 43 | NJDOT Spec. 160.04 | Fuel Price Adjustment 1,500 Dollar @ \$1.00 One Dollar and Zero Cents | <u>\$1,500.00</u> |
| | | (Write out unit price) | |
| 44 | NJDOT Spec. 160.04 | Asphalt Price Adjustment 3,500 Dollar @ \$1.00 One Dollar and Zero Cents | <u>\$3,500.00</u> |
| | | (Write out unit price) | |

TOTAL PRICE BID (ITEMS 1-44)

Three hundred forty seven thousand
Five hundred seven dollars and
(Write out price) zero cents.

347,507.⁰⁰

Bid Bond

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

CAPTAIN CONSTRUCTION INC. as Principal, Bondex Insurance Company

as Surety, are hereby and firmly bound unto the Township Of West Windsor,

in the penal sum of TEN PERCENT of amount of bid, not to exceed TWENTY THOUSAND and 00/100 Dollars (10% not to exceed \$20,000.00) for payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this 20th day of January, 2021.

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

ADA Accessible Ramps, Sidewalks and Pedestrian Safety Improvements

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

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

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

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

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

Surety: Bondex Insurance Company

By: Brenda Turiello

Brenda Turiello, Attorney-in-Fact

Brianne Vazquez

Brianne Vazquez, Witness

Principal: CAPTAIN CONSTRUCTION INC.

By: Tanna

Is



Consent of Surety

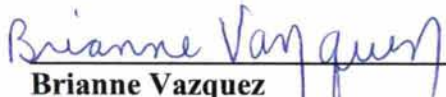
Bondex Insurance Company, a corporation created and existing under the laws of the State of **NJ**, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the NJ (hereinafter, the "Surety") does hereby consent and agree with the bid of **CAPTAIN CONSTRUCTION INC.** (hereinafter, the "Principal"), as Principal, for **ADA Accessible Ramps, Sidewalks and Pedestrian Safety Improvements** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").


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

This Consent of Surety has been signed, sealed and dated on **1/20/2021**

ATTEST:

Bondex Insurance Company


Brianne Vazquez


Brenda Turiello, Attorney In Fact

This Power of Attorney is for Bid Bonds and Consents of Surety ONLY.
POWER OF ATTORNEY
Bondex Insurance Company

BOND #: Bid

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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


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

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

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



BONDEX INSURANCE COMPANY

BY 
Philip S. Tobey, President


State of New Jersey
County of Morris ss.

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

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



CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/2/2022

BY 
Carol DeCapua, Notary Public

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

IN WITNESS HEREOF, I have hereunto set my hand this 20TH day of JANUARY, 2021.



BY 
Maureen Cupo, Secretary

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

BONDEX INSURANCE COMPANY
Statutory Financial Statement
December 31, 2019

ASSETS

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

LIABILITIES & POLICYHOLDERS' SURPLUS

Liabilities

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

Surplus

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

I, Philip S. Tobey, President of Bondex Insurance Company, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31st, 2019 to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Florham Park, New Jersey this 8th day of April, 2020.



Certificate Number
706137

Registration Date: 06/15/2019
Expiration Date: 06/14/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Roderick Kuhns, President

Responsible Representative(s):
Peter Anthony, Vice-President

Pavement Impressions, Inc.
2019

A handwritten signature in black ink that reads "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.

04/22/09

Taxpayer Identification# 261-737-537/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
PAVEMENT IMPRESSIONS, INC.


TRADE NAME:

ADDRESS:
3062 SCHOENECK RD
MACUNGIE PA 18062
EFFECTIVE DATE:

SEQUENCE NUMBER:
1477477

ISSUANCE DATE:
04/22/09

04/03/09



Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08)-D2098487

Certificate Number
723014

Registration Date: 03/07/2020
Expiration Date: 03/06/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Laura Abreu, President

Captain Construction, Inc.
2020

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.

08/07/18

Taxpayer Identification# 825-028-234/000

Dear Business Representative:

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

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

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

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

CAPTAIN CONSTRUCTION INC.

TRADE NAME:

ADDRESS:

104 GEORGE STREET
SOUTH RIVER NJ 08882-1214

EFFECTIVE DATE:

08/07/18

SEQUENCE NUMBER:

2258647

ISSUANCE DATE:

08/07/18



Director
New Jersey Division of Revenue

FORM-BRC

08/07/18

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

Captain Construction, Inc.

104 George St.

South River, NJ 08882

(732) 558-9156

Equipment List

1. 2018 John Deere 410 Backhoe (\$125,000.00)
2. 2012 Mack RD 688S Dump Truck (\$45,000.00)
3. 2007 Kaufman 22Ton Trailer (\$15,000.00)
4. 2005 Kaufman 6Ton Trailer (\$5,000.00)
5. 2007 SGR 6Ton Trailer (\$6,000.00)
6. 2016 Ford F350 P-up (\$50,000.00)
7. 2016 Ford F250 Transit Van (\$25,000.00)
8. 2002 John Deere 310 Backhoe (\$20,000.00)
9. 2009 CAT Roller (\$15,000.00)
10. Misc. Equipment (Plate Compacters, jumping jacks, concrete and asphalt finishing tools, etc.)

Experience Statement and References

- 1. Job:** West New York Road Prog. Oct-Dec 2018

Engineer-Remington & Vernick Engineers

One Harmon Plaza, Secaucus, NJ 07094 (201) 624-2137

Contact- Josh (609) 820-2699

Description of work- Remove & Replace Handicap Ramps through various locations in the city of West New York.

- 2. Job:** Elmwood Park Road Prog. April-May 2019

Engineer- Alaimo Group

2 Market St, Paterson, NJ 07501

Contact- Scott (201) 286-2398

Description of work- Remove & Replace Handicap Ramps, Remove & Replace rolled curb, R&R sidewalk & Aprons, Road asphalt repair, restoration.

- 3. Job:** Parsippany Roads, Various June-July 2019

Engineer- Township of Parsippany-Troy Hills

1001 Parsippany Blvd, Parsippany, NJ 07054

Contact- Brandon PE (973) 263-7263 or Paul (973) 409-7719

Description of work- Various spot curb repair, remove & replace handicap ramps, curbs, Belgian block, sidewalk, aprons, asphalt repair, restoration

- 4. Job:** Jackson, NJ Underdrain Drainage Project, Various Locations. Aug. 2019

Engineer- T&M Associates

1144 Hooper Ave, Toms River, NJ 08753

Contact- Julio PE (732) 320-2956

Description of work- Installation of underdrain throughout township, curbs, sidewalks, aprons, asphalt repair restoration

- 5. Job:** Riverside, NJ N. Chester Ave. Sump Pump drainage, Aug. 2019

Engineer- Pennoni

515 Grove St. Haddon Heights, NJ 08035

Contact- Ken PE. (609) 820-5803

Description of work- Installation of sump headers and pipe to existing storm catch basin, spot curb repair, sidewalk, aprons, asphalt road repair, restoration.

(Con't)

6. Job: Secaucus, NJ 1st Street Reconstruction. September 2019

Engineer- Boswell Engineering

330 Phillips Ave, South Hackensack, NJ 07606

Contact- Scott (201) 206-7315

Description of work- Remove & Replace curbs, sidewalk, aprons, handicap ramps, roadway asphalt repair, resetting of pavers, restoration.

7. Job: Secaucus, NJ 9th Street Reconstruction. Oct-Nov 2019

Engineer- Boswell Engineering

330 Philips Ave, South Hackensack, NJ 07606

Contact- Scott (201) 206-7315

Description of work- Complete Reconstruction including R&R curbs, sidewalks, aprons, handicap ramps, road repair, Inlet repair, resetting of pavers, restoration.

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

| | |
|--|--|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Captain Construction Inc. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.) |
| 5 Address (number, street, and apt. or suite no.) See instructions. 104 George ST | Requester's name and address (optional) |
| 6 City, state, and ZIP code South River, NJ 08882 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 8 | 2 | - | 5 | 0 | 2 | 8 | 2 | 3 | 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *[Signature]*

Date ▶ **11/6/19**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Certificate Number
605114

Registration Date: 04/24/2018
Expiration Date: 04/23/2020



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:

Responsible Representative(s):
John Stalknecht, President

Responsible Representative(s):
Jamie Stalknecht, Secretary

4 Clean-Up, Inc.
2018

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

Robert Asaro-Angelo, Acting 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.

James J. Fruscione

James J. Fruscione
Director

New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
4 CLEAN-UP, INC.

TRADE NAME:

ADDRESS:
4501 DELL AVENUE
NO. BERGEN NJ 07047-0799

SEQUENCE NUMBER:

0105574

EFFECTIVE DATE:

10/26/01

ISSUANCE DATE:

08/05/14

James J. Fruscione
Director
New Jersey Division of Revenue

FORM-BRC
REV. 12/99

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

Certificate Number
653443

Registration Date: 09/28/2018
Expiration Date: 09/27/2020



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:

Responsible Representative(s):
Andrew Altobelli, President

Straight Edge Striping
2018

A handwritten signature in dark 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
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

STRAIGHT EDGE STRIPING LIMITED LIABILITY

TRADE NAME:

ADDRESS:

18 RUE CIZANNE
FRANKLIN NJ 08873

SEQUENCE NUMBER:

1241139

EFFECTIVE DATE:

10/21/03

ISSUANCE DATE:

06/05/06

James J. Quinone

Acting Director
New Jersey Division of Revenue

FORM-BRG/08-01

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Straight Edge Striping

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
223 East Main Street

6 City, state, and ZIP code

Bound Brook NJ 08805

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

20 - 3662885

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►

Date ►

1/9/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

LIST OF SUBCONTRACTORS

[Required by P.L. 1997, c.408 (N.J.S.A. 40A:11-16)]

TITLE OF BID: ADA ACCESSIBLE RAMPS NAME OF BIDDER: CAPTAIN CONSTRUCTION INC.
SIDEWALKS, AND PEDESTRIANS SAFETY IMPROVEMENTS

| Name | Address | Telephone | Specialized Sub-Prime Area | Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area |
|-------------------------------|---------|---------------------|-------------------------------|---|
| <i>Straight Edge Striping</i> | | <i>732 302 3001</i> | <i>Striping</i> | |
| <i>4 Clean Up Paving</i> | | <i>201 271 0042</i> | <i>Milling & Paving</i> | |
| <i>Pavement Impressions</i> | | <i>610 481 0300</i> | <i>Thermoplastic patterns</i> | |
| | | | | |

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____

Address _____ *NONE*

License Number _____

Electrical Work:

Name _____ Phone # _____

Address _____ *NONE*

License Number _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address _____ *NONE*

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name _____ Phone # _____

Address _____ *NONE*

BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT
DEBARRED, SUSPENDED AND DISQUALIFIED
BY THE STATE OF NEW JERSEY

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, LAURA ARNEU of the Municipality of SOUTH MIEREN in the County of MIDDLESEX and the State of NEW JERSEY of full age, being duly sworn according to the law on my oath depose and say that:

I am PRESIDENT, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

CAPRAIN CONSTRUCTION INC

Name of Contractor (Type or Print)

LAURA ARNEU
Signature/Title PRESIDENT

LAURA ARNEU

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

30 Day of December, 2020

GISEL LEAL
Notary Public

My Commission Expires _____

GISEL LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 2018

Name and address of Officers: LAURA ABREU - 104 GEORGE ST. South River, NJ 08882

President: LAURA ABREU 100%

Vice President: _____

Secretary: _____

Treasurer: _____

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 3+ years

2. How many years' experience in this type of construction work has your organization had? 25+

3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.) S/A

| | <u>Contract Amount</u> | <u>Date Work Completed</u> | <u>For Whom</u> |
|----|------------------------|----------------------------|-----------------|
| A. | \$ _____ | _____ | _____ |
| B. | \$ _____ | _____ | _____ |
| C. | \$ _____ | _____ | _____ |
| D. | \$ _____ | _____ | _____ |
| E. | \$ _____ | _____ | _____ |

Names, Addresses and Telephone Numbers of References for the items listed above:

| | <u>Name and Address</u> | <u>Telephone No.</u> |
|----|-------------------------|----------------------|
| A. | _____ | _____ |
| B. | _____ | _____ |
| C. | _____ | _____ |
| D. | _____ | _____ |
| E. | _____ | _____ |

4. Have you ever failed to complete any work awarded to you (within the last ten years)? NO
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? NO
If so, where and why? _____

Did this other contracting organization ever fail to complete any work awarded to it
(within the last ten years)? NO
If so, where and why? _____

6. Give list of uncompleted contracts presently held by you: NONE

| <u>Name of Contract</u> | <u>Contracting Agency</u> | <u>Amount</u> |
|-------------------------|---------------------------|---------------|
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |
| _____ | _____ | \$ _____ |

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

\$950,000 - Sayreville

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

S/A

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

S/A

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
Name

Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____
for (Project) _____

is awarded to (Bidder) _____
the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20 ____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :
COUNTY OF Middlesex : SS:

I, Laura Arzue of the (City, Town, Township, Borough, etc.)
of South River in the County of Middlesex and the
State of New Jersey, of full age, being duly sworn according to
law on my oath depose and say that:

I am President
of the firm of Captain Construction Inc
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), 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 West Windsor Township relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) 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:

Captain Construction Inc.
(Name of Bidder)

Laura Arzue (N.J.S.A. 52:34-15)
(Also type or print name of affiant under signature)
LAURA ARZUE - President

Subscribed and sworn to before me this

30 day of December, 20 20.

Notary Public of

My commission expires _____, 20____.

Giseli Leal

GISELI LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022

GISELI LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022

STATEMENT OF OWNERSHIP DISCLOSURE

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

This statement shall be completed, certified to, and included with all Bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the Bid or proposal.

Name of

Organization:

CAPTAIN CONSTRUCTION INC.

Organization

Address:

104 GEORGE ST. SOUTH PLAIN, NJ 08872

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

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

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (10%) percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION.)**

OR

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

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| Laura Arneu 100% | 104 GEORGE Sr. South River, NJ 08882 |
| | |
| | |
| | |

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

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

| Website (URL) containing the last annual SEC (or foreign equivalent) filing | Page #'s |
|---|----------|
| | |
| | |
| | |

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

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

Part IV Certification

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

| | | | |
|-----------------------|---|--------|------------|
| Full Name (Print): | LAURA ARNEU | Title: | PRESIDENT |
| Signature: |  | Date: | 12/30/2020 |

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (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 Monitoring Program is satisfied that the Contractor or

EXHIBIT B (Cont.)

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 Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

EXHIBIT B (Cont.)

(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 nondiscrimination 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) The Contractor or subcontractor agrees 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.

(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

EXHIBIT B (Cont.)

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.

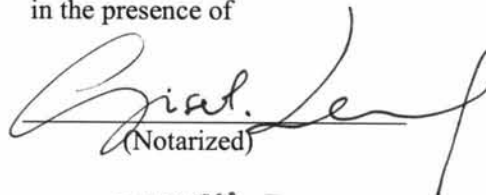
The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(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 N.J.A.C. 17:27-1.1 et seq.

Signed by


Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of


(Notarized)

Sworn to and subscribed
before me this
19 day of Jan, 20 21

GISSELE LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022

AGREEMENT

This Contract made the _____ day of _____, 2020 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

W I T N E S S E T H:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **ADA Accessible Ramps, Sidewalks and Pedestrian Safety Improvements**. Performance by the Contractor is to be completed not later than **45** calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any

material or services furnished and delivered under this Agreement by the Contractor, or by and on account of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, general and contractual liability insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.

Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The

Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Section 4. Final Inspection and Payment.

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975 (N.J.A.C. 17:27)

During the performance of this contract, the successful Bidder/Contractor agrees as follows:

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include but not be limited to the following: employment;

Bid Forms Section

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 non-discrimination clause.

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, 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 by the Public Agency Compliance 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.
- d. 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.
- e. 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 applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division 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 Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

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 (3) 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 American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. 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 the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or

Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor 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 consistent with the applicable county employment goal:
- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral of 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 the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) 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 determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. 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 referral agency, provided the referral agency is acceptable to the Division. 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.

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (iii) 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, said 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 Division.
- (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 Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or 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 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 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 Division an initial project workforce report (Form AA 201) provided to the public agency by the Division 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 Division and to the Public Agency Compliance Officer.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as 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 Division of Contract Compliance & EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of Five Hundred Dollars (\$500.00) per day for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Section 10. General Conditions.

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

Gay Huber
Township Clerk

By:

Hemant Marathe
Mayor

By:

Contractor

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 19 day of Jan, 20 21

as a binding act in deed of

Captain Construction
Name of Organization

Laura Allen Pres.
Authorized Signature & Title

Laura Allen Pres.
Print Authorized Signature Name & Title

PREVAILING WAGE AFFIDAVIT

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

This PREVAILING WAGE AFFIDAVIT is signed this 19 day of

JAN., 20 21

as a binding act in deed of Captain Construction
Name of Organization

Laura M. Pres.
Authorized Signature & Title

Laura Abreu Pres.
Print Authorized Signature Name & Title

NEW JERSEY STATUTORY
PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____
and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Oblige, in the penal sum of _____ (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 ____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements, or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined by N.J.S.A. 2A:44-143 having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

NEW JERSEY STATUTORY
PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

a corporation organized and existing under the laws of the State of _____
and duly authorized to do business in the State of New Jersey, as SURETY, are held and bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 ____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract; or in or to the plans or specifications therefore, shall, in anyway affect the obligations of said Surety on its bonds.

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A; 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

(Here insert the name or legal title and address of OWNER)

as OBLIGEE, in the full and just several sums of _____

Dollars (\$ _____) for maintenance, lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated _____, 20_____, (hereinafter called the CONTRACT) for _____,

Which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part thereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which may develop during a period of two (2) years from the date of completion, and acceptance of the WORK performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by

Bid Forms Section

the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____
(Affix Corporate Seal)

CONTRACTOR'S AFFIDAVIT

STATE OF: NEW JERSEY

COUNTY OF: MIDDLESEX

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

LAURA ABREU
(Individual, Partner, or duly authorized representative of Corporate Contractor)

Of CARRAIN CONSTRUCTION INC.
(Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

ADA Ramp, Sidewalks & Pedestrian Safety Improvements
(Project)

With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: NEW JERSEY

COUNTY OF: MIDDLESEX SS:

On this 19 day of JANUARY 2021, before me personally came and appeared LAURA ABREU to me known, who,

being by me duly sworn, did depose and say that he resides at 104 GEORGE ST.
SOUTH RIVER, NJ 08882 and

that he is the PRESIDENT of CARRAIN CONSTRUCTION, INC.
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Giseli Leal (SEAL)

GISELI LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came
and appeared _____ to me known and
known to me to be one of the members of the firm of _____;
described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same
as and for the act and deed of said firm.

_____(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came
and appeared _____ to me known and
known to me to be one of the members of the firm of _____;
described in and who executed the foregoing instrument, and he acknowledged to me that he executed the
same.

_____(SEAL)

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed on this _____ day of _____, 20____.

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

BY: _____ (SEAL)
(SECRETARY, PRESIDENT OR VICE PRESIDENT)

(CORPORATE SEAL)

S/A

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

P.L. 2004, Ch. 57 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with P.L. 2004, Ch. 57.


Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUED TO FULLFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate shall be submitted and attached to this form.

| Name | Not Registered | Registration Number |
|-----------------------|----------------|---------------------|
| Bidder _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |

Subscribed and sworn

Before me this 19 day
Of January 20 21.


Laura Abrey, Pres.


Signature

Notary Public of NJ

GISELI LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022

Name and Title
(type or print)

My Commission Expires _____, 20 ____.

**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

S/A

PUBLIC WORK CONTRACTOR REGISTRATION FORM

C.34:11-56.48, P.L. 1999, Ch. 238 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with P.L. 1999, Ch. 238.

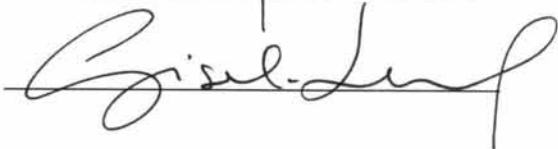
Copies of the Public Work Contractor Registration shall be submitted and attached to this form.

| Name | Not Registered | Registration Number |
|-----------------------|----------------|---------------------|
| Bidder _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |
| (Subcontractor) _____ | _____ | _____ |

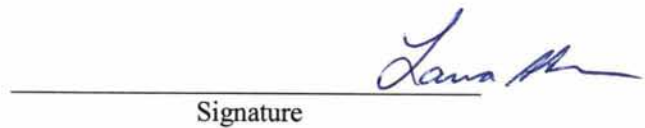
Subscribed and sworn

Before me this 19 day

Of JANUARY 20 21.



Notary Public of GISELLE LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022


Signature

Laura Aben, Pres.
Name and Title
(type or print)

My Commission Expires _____, 20 _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: ADA Ramps

Bidder/Offeror: Captain Const.

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c.25, that the person or entity listed above for which I am authorized to bid/renew:

☒ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, AND

☒ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the NJ Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

NAME: _____ Relationship to Bidder/Offeror: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name: _____ Contact Phone Number: _____

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

Full Name (Print) Laura Abren Signature: Laura Abren

Title Pres. Date: 1-19-21



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A. GRIFFIN
Acting Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. Amona
2. Bank Markazi Iran (Central Bank of Iran)
3. Bank Mellat
4. Bank Melli Iran
5. Bank Saderat PLC
6. Bank Sepah
7. Bank Tejarat
8. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
9. China National Offshore Oil Corporation (CNOOC)
10. China National Petroleum Corporation (CNPC)
11. China National United Oil Corporation (ChinaOil)
12. China Petroleum & Chemical Corporation (Sinopec)
13. China Precision Machinery Import-Export Corp. (CPMIEC)
14. Indian Oil Corporation
15. Kingdream PLC
16. Naftiran Intertrade Company (NICO)
17. National Iranian Tanker Company (NITC)
18. Oil and Natural Gas Corporation (ONGC)
19. Oil India Limited
20. Persia International Bank
21. Petroleos de Venezuela (PDVSA Petróleo, SA)
22. PetroChina Company, Ltd.
23. Sameh Afzar Tajak Co. (SATCO)
24. Shandong Fin Cnc Machine Company, Ltd.
25. Sinohydro Co., Ltd.
26. SKS Ventures
27. Som Petrol AS
28. Zhuhai Zhenrong Company

List Date: July 30, 2019

**Americans with Disabilities Act
Mandatory Language**

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

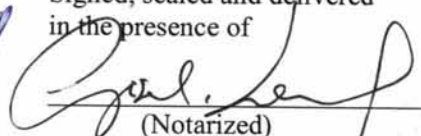
It is expressly agreed and understood that any approval by the Township of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Township pursuant to this paragraph.

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

Signed by


Successful Bidder / Contractor


Signed, sealed and delivered
in the presence of


(Notarized)

GISELI LEAL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/21/2022

Bid Forms Section
69