

# 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	<i>MT</i>
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	<i>MT</i>
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	<i>MT</i>
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	<i>MT</i>
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	<i>MT</i>
X	Public Works Contractor's Registration Act Certificate as required by N.J.S.A. 34:11-56.48	<i>MT</i>
X	Disclosure of Investment Activities in Iran pursuant to Public Law 2012 c.25	<i>MT</i>

**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	<i>MT</i>
X	Completed and signed Bid Forms and Items	<i>MT</i>
X	Acknowledgement of receipt of changes to Bid document Form (if required)	<i>MT</i>
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	<i>MT</i>
X	Contractors Qualification Questionnaire	<i>MT</i>
X	Non-Collusion Affidavit (must be notarized)	<i>MT</i>
X	Mandatory Equal Employment Opportunity Language (must be notarized)	<i>MT</i>
	Agreement	<i>MT</i>
X	Hold Harmless Agreement	<i>MT</i>
X	Prevailing Wage Affidavit	<i>MT</i>
	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	<i>MT</i>
X	Americans with Disabilities Act of 1990	<i>M</i>

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

Name of Bidder: Seawant Construction Inc.

By Authorized Representative: Maria Pedreiro

Signature: *[Signature]*

Print Name and Title: MARIA Pedreiro - Secretary

*Bid Forms Section*

Date Signed: 1-19-2021

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.

Seawest Construction Inc.

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 Sealover Construction Inc.

Signature of

Bidder Licinio Pedreiro Licinio Pedreiro President  
Name Title

Business

Address 15 Addington Ct. East Brunswick, N.J. 08846

Incorporated under the Laws of the State of New Jersey

President Licinio P. Pedreiro - President  
(Name) (Title)

Secretary Maria Pedreiro - President  
(Name) (Title)

Treasurer \_\_\_\_\_  
(Name) (Title)

Dated: 1-19-2021

(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

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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			
<i>None</i>				

**Acknowledged by Bidder**

Name of Bidder: Seacoast Construction Inc.

By Authorized Representative:

Signature: 

Print Name and Title: Maria Pedreiro - Secretary

Date: 1-19-2021

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

<b><u>ITEM #</u></b>	<b><u>SPEC. REFER. FOR PAYMENT</u></b>	<b><u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u></b>	<b><u>EXTENSION</u></b>
1	Gen. Req. Sec. 01601	Mobilization Lump Sum @\$ 10,000.00  ten thousand dollars and zero cents (Write out unit price)	10,000.00
2	NJDOT Spec. 201.04	Clearing Site Lump Sum @\$ 30,000.00  thirty thousand dollars and zero cents (Write out unit price)	30,000.00
3	Gen. Req. Sec. 01604	Project Video Lump Sum @\$ 350.00  Three hundred and fifty dollars and zero cents (Write out unit price)	350.00
4	NJDOT Spec. 159.04	Traffic Director, Flagger 350 HOURS @\$ 0.01 per HOUR one cent  (Write out unit price)	3.50
5	NJDOT Spec. 159.04	Traffic Cones 25 UNITS @\$ 0.01 per UNIT one cent  (Write out unit price)	0.25

6	NJDOT Spec. 159.04	Drums 15 UNITS @ \$ 0.01 per UNIT <u>One cent</u> (Write out unit price)	<u>0.15</u>
7	NJDOT Spec. 159.04	Breakaway Barricade 6 UNITS @ \$ 0.01 per UNIT <u>One cent</u> (Write out unit price)	<u>0.06</u>
8	NJDOT Spec. 158.04	Inlet Filter, Type 2 13 UNITS @ \$ 0.01 per UNIT <u>One cent</u> (Write out unit price)	<u>0.13</u>
9	NJDOT Spec. 601.04	4" Perforated HDPE Underdrain, If & Where Directed 100 LF @ \$ 55.00 per LF <u>Fifty five dollars and zero cents</u> (Write out unit price)	<u>5,500.00</u>
10	NJDOT Spec. 601.04	12" Ductile Iron Pipe 59 LF @ \$ 140.00 per LF <u>One hundred forty dollars and zero cents</u> (Write out unit price)	<u>8,260.00</u>
11	NJDOT Spec. 610.04	Mono-Directional White Pavement Reflector 42 UNITS @ \$ 55.00 per UNIT <u>Fifty five dollars and zero cents</u> (Write out unit price)	<u>2,310.00</u>
12	NJDOT Spec. 602.04	Inlet, Type "B" with 4" Type 'N' Eco Curb Piece and Bicycle Safe Frame and Grate 1 UNIT @ \$ 6,000.00 per UNIT <u>Six thousand dollars and zero cents</u>	<u>6,000.00</u>



		(Write out unit price)	
13	NJDOT Spec. 602.04	Raise Manhole Frame and Cover 3 UNITS @ \$350.00 per UNIT <u>Three hundred fifty dollars</u> <u>and zero cents</u> (Write out unit price)	<u>1,050.00</u>
14	NJDOT Spec. 602.04	6" Type 'N' Eco Curb Piece 6 UNITS @ \$900.00 per UNIT <u>Nine hundred dollars and zero cents</u> (Write out unit price)	<u>5,400.00</u>
15	NJDOT Spec. 602.04	Repair of Structure 7 UNITS @ \$900.00 per UNIT <u>Nine hundred dollars and zero cents</u> (Write out unit price)	<u>6,300.00</u>
16	NJDOT Spec. 607.04	6"x8"x18" Concrete Vertical Curb 1,418 LF @ \$25.00 per LF <u>Twenty five dollars and zero cents</u> (Write out unit price)	<u>35,450.00</u>
17	NJDOT Spec. 606.04	Concrete Sidewalk, 4" Thick 392 SY @ \$60.00 per SY <u>Sixty dollars and zero cents</u> (Write out unit price)	<u>23,520.00</u>
18	NJDOT Spec. 606.04	Concrete Sidewalk, Reinforced, 6" Thick 76 SY @ \$81.00 per SY <u>Eighty one dollars and zero cents</u> (Write out unit price)	<u>6,156.00</u>
19	NJDOT Spec. 606.04	Hot Mix Asphalt Driveway, 2" Thick 36 SY @ \$63.00 per SY <u>Sixty three dollars and zero cents</u>	<u>2,268.00</u>

			(Write out unit price)	
20	NJDOT Spec. 606.04	Remove and Reset Brick Paver Driveway Apron 15 SY @ \$180.00 per SY		2,700.00
		One hundred eighty dollars and zero cents (Write out unit price)		
21	NJDOT Spec. 606.04	Detectable Warning Surface 22 SY @ \$550.00 per SY		12,100.00
		Five hundred fifty dollars and zero cents (Write out unit price)		
22	NJDOT Spec. 401.04	HMA Milling, 3" or Less 2,875 SY @ \$6.00 per SY		17,250.00
		Six dollars and zero cents (Write out unit price)		
23	NJDOT Spec. 401.04	HMA Milling, 3" Depth to 6" Depth 400 SY @ \$18.50 per SY		7,400.00
		Eighteen dollars and fifty cents (Write out unit price)		
24	NJDOT Spec. 401.04	HMA Pavement Repair 310 SY @ \$40.00 per SY		12,400.00
		Four hundred dollars and zero cents (Write out unit price)		
25	NJDOT Spec. 401.04	Tack Coat 398 GAL @ \$0.01 per GAL		3.98
		One cent (Write out unit price)		
26	NJDOT Spec. 401.04	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick 430 TONS @ \$85.50 per TON		36,765.00

		<u>Eighty five dollar and fifty cents</u> (Write out unit price)	
27	NJDOT Spec. 401.04	Hot Mix Asphalt 9.5M64 Leveling Course, Variable Thickness 85 TONS @ \$ 85.50 per TON	<u>7,267.50</u>
		<u>Eighty five dollars and fifty cents</u> (Write out unit price)	
28	NJDOT Spec. 401.04	Hot Mix Asphalt 19M64 Base Course, 6" Thick 160 TONS @ \$ 125.00 per TON	<u>20,000.00</u>
		<u>One hundred Twenty five dollars and zero cents</u> (Write out unit price)	
29	NJDOT Spec. 401.04	Sealing of Cracks in Hot Mix Asphalt Surface Course 7,900 LF @ \$ 1.00 per LF	<u>7,900.00</u>
		<u>one dollar</u> (Write out unit price)	
30	NJDOT Spec. 401.04	Dense Graded Aggregate, If & Where Directed 50 CY @ \$ 45.00 per CY	<u>2,250.00</u>
		<u>forty five dollars and zero cents</u> (Write out unit price)	
31	NJDOT Spec. 401.04	1 1/2" Clean Stone, If & Where Directed 50 CY @ \$ 50.00 per CY	<u>2,500.00</u>
		<u>Fifty dollars and zero cents</u> (Write out unit price)	
32	NJDOT Spec. 612.04	Rectangular Rapid Flashing Beacon, Complete 4 UNITS @ \$ 10,985.00 per UNIT	<u>43,940.00</u>
		<u>ten thousand dollars nine hundred eighty five and zero cents</u> (Write out unit price)	
33	NJDOT Spec.	30"X30" Regulatory Sign, R1-1 'Stop'	



	612.04	1 UNIT @ \$235.00 per UNIT <u>Two hundred thirty five</u> <u>dollars and zero cents</u> (Write out unit price)	<u>235.00</u>
34	NJDOT Spec. 612.04	36"x26" Warning Sign, W17-1 'Speed Hump' 3 UNITS @ \$265.00 per UNIT <u>Two hundred sixty five dollars</u> <u>and zero cents</u> (Write out unit price)	<u>795.00</u>
35	NJDOT Spec. 612.04	12"x12" Warning Sign, W13-1p '15 MPH' 3 UNITS @ \$45.00 per UNIT <u>Forty five dollars and</u> <u>zero cents</u> (Write out unit price)	<u>135.00</u>
36	NJDOT Spec. 610.04	Preformed Thermoplastic Crosswalk 170 SY @ \$225.00 per SY <u>Two hundred twenty five</u> <u>dollars and zero cents</u> (Write out unit price)	<u>38,250.00</u>
37	NJDOT Spec. 610.04	Traffic Markings, 24" Wide White 185 LF @ \$4.50 per LF <u>Four dollars and fifty</u> <u>cents</u> (Write out unit price)	<u>832.50</u>
38	NJDOT Spec. 610.04	Traffic Markings, 8" Wide White 520 LF @ \$1.50 per LF <u>One dollar and fifty cents</u> (Write out unit price)	<u>780.00</u>
39	NJDOT Spec. 610.04	Traffic Markings, Chevron 8 UNITS @ \$50.00 per UNIT <u>Fifty dollars and zero</u> <u>cents</u> (Write out unit price)	<u>400.00</u>

- |    |                       |   |                   |
|----|-----------------------|---|-------------------|
| 40 | NJDOT Spec.<br>610.04 | Traffic Stripes, 4" Wide Yellow<br>3,282 LF @ \$ 0.75 per LF<br><u>Seventy five cents</u><br>(Write out unit price)         | <u>2,461.50</u>   |
| 41 | NJDOT Spec.<br>811.04 | Topsoiling, 5" Thick<br>460 SY @ \$10.00 per SY<br><u>Ten Dollars and zero cents</u><br>(Write out unit price)              | <u>4,600.00</u>   |
| 42 | NJDOT Spec.<br>811.04 | Fertilizing and Seeding, Type A-3<br>460 SY @ \$10.00 per SY<br><u>Ten Dollars and zero cents</u><br>(Write out unit price) | <u>4,600.00</u>   |
| 43 | NJDOT Spec.<br>160.04 | Fuel Price Adjustment<br>1,500 Dollar @ \$1.00<br><u>One Dollar and Zero Cents</u><br>(Write out unit price)                | <u>\$1,500.00</u> |
| 44 | NJDOT Spec.<br>160.04 | Asphalt Price Adjustment<br>3,500 Dollar @ \$1.00<br><u>One Dollar and Zero Cents</u><br>(Write out unit price)             | <u>\$3,500.00</u> |

**TOTAL PRICE BID (ITEMS 1-44)**

three hundred seventy three thousand  
one hundred thirty three dollars  
(Write out price) and fifty seven cents. 373,133.57

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Seacoast Construction, Inc.  
of 15 Addington Ct., East Brunswick, NJ 08816 (hereinafter called the Principal),  
as Principal, and QBE Insurance Corporation  
(hereinafter called the Surety), as Surety are held and firmly bound unto Township of West Windsor  
271 Clarksville Road, Princeton Junction, NJ 08550  
(hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Amount Bid, not to Exceed  
\$20,000. Dollars (\$ XXXXX )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for ADA Accessible Ramps, Sidewalks and Pedestrian  
Safety Improvements

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with Surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 20th day of January, 2021.

  
\_\_\_\_\_  
Witness

Seacoast Construction, Inc. (Seal)  
Principal

By: Licilio P. Pedraza  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Robyn Rost  
Witness

QBE Insurance Corporation (Seal)  
Surety

By: Michael Culnen  
\_\_\_\_\_  
Michael Culnen  
Attorney-In-Fact





QBE Insurance Corporation  
55 Water Street - 20th Floor  
New York, NY 10041  
Suretyclaims-Box.US-BOX@us.qbe.com

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### Consent of Surety

Various bonds, including a performance bond, will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Township of West Windsor  
(Owner)

Re: Seacoast Construction, Inc.  
(Contractor)

ADA Accessible Ramps, Sidewalks and Pedestrian Safety Improvements  
(Project Description)

This is to certify that QBE Insurance Corporation will provide to Township of West Windsor  
(Owner)

all bonds required by the contract, including but not limited to a performance bond in the full amount of the awarded contract, in the event that said contractor is awarded a contract for the above project.

Seacoast Construction, Inc.  
(Contractor)

(Authorized Agent for QBE Insurance Corporation)  
Michael Culnen, Attorney-In-Fact

Date: January 20, 2021

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT  
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE  
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID**



## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS, that QBE Insurance Corporation (the "Company"), a corporation duly organized and existing under the laws of the State of Pennsylvania, on behalf of itself and its affiliates, having its principal office at 55 Water Street, New York, NY 10041, has made, constituted and appointed, and does by these presents make, constitute and appoint **Michael Culnen and Pamela Lipkin-Sauertig of USI Insurance Services, LLC of Florham Park, NJ** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of financial guaranty insurance, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflict of laws. This Power of Attorney is granted pursuant to the following resolutions, which were duly and validly adopted at a meeting of the Board of Directors of the Company with effect from June 30, 2014:

**RESOLVED**, that the Chief Executive Officer, any President, any Executive Vice President, any Senior Vice President, any Vice President, the Corporate Secretary or any Assistant Corporate Secretary is authorized to appoint one or more Attorneys-in-Fact and agents to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time;

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking will be valid and binding upon the Company when (a) signed by any of the aforesaid authorized officers; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and agents pursuant to the power prescribed in his/her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and

**FURTHER RESOLVED**, that the signature of any authorized officer and the seal of the Company may be drawn on or affixed by facsimile or electronically transmitted by email to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile or electronically reproduced signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this December 9, 2020.

Attest:

(Seal)

By:

Harpreet Mann  
SVP, NA Head of Global Credit & Surety

QBE INSURANCE CORPORATION

By:

Charles Cygal  
Vice President

STATE OF NEW YORK )

COUNTY OF NEW YORK )

SS.:

On this December 9, 2020, before me personally appeared Harpreet Mann and Charles Cygal, both to me known to be SVP and Vice President, respectively, of QBE Insurance Corporation, and that each, as such, being authorized to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporation by each as a duly authorized officer.

Linda S. Lin  
Notary Public, State of New York  
Reg. No. 02LI6110234  
Qualified in Queens County  
Commission Expires June 20, 2024

By:

Linda Lin, Notary Public

## CERTIFICATE

I, Mark Pasko, the undersigned, Corporate Secretary of QBE Insurance Corporation do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth herein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date and terminates on the last day of the calendar year signed below.

Given under my hand and seal of the Company, this 20th day of January, 2021.

(Seal)

By:

Mark Pasko, Corporate Secretary





## NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION

**QBE INSURANCE CORPORATION**, surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount as of the calendar year ended December 31, 2019, which amount has been certified as indicated by the certified public accountant, PriceWaterhouseCoopers LLP, New York, NY:

**QBE INSURANCE CORPORATION**

**\$749,815,637**

- (3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein on July 1, 2020 is as follows:

**QBE INSURANCE CORPORATION**

**\$74,982,000**

- (b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S.17:18-9 as of December 31, 2019 is as follows: **Not applicable.**

Ten Percent (10%) of Amount

- (4) The amount of the bond to which this statement and certification is attached is \$Bid Not to Exceed \$20,000
- (5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, then for each such contract of reinsurance: **Not applicable.**
  - (a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: **Not applicable**; and
  - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### CERTIFICATE

I, Brett Halsey, as Senior Vice President for **QBE INSURANCE CORPORATION**, a corporation admitted in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

Brett Halsey  
Senior Vice President



**QBE INSURANCE CORPORATION**

Statement of Admitted Assets, Liabilities and Capital and Surplus

As of December 31, 2019

(In thousands)

**As of  
Dec 31, 2019****ADMITTED ASSETS**

Cash and invested assets	\$ 1,634,990
Agents' balances and uncollected premiums, net of commission and balances over 90 days past due	272,747
Reinsurance recoverable on paid losses and loss adjustment expenses	161,468
Funds held by ceding companies	(1,038)
Net deferred tax asset	66,992
Investment income due and accrued	7,176
Receivables from parent, subsidiaries and affiliates	128,754
Other assets	261,344

**TOTAL ADMITTED ASSETS****\$ 2,532,433****LIABILITIES AND CAPITAL AND SURPLUS****Liabilities**

Reserves for losses and loss adjustment expenses	\$ 848,995
Unearned premiums	441,262
Reinsurance payable on paid loss and loss adjustment expenses	168,783
Ceded reinsurance premiums payable, net of commissions	169,271
Other expenses	(946)
Commissions payable	66,104
Funds held under reinsurance	2,036
Taxes, licenses and fees	816
Remittances and items not allocated	41,791
Payable to parent, subsidiaries and affiliates	43,851
Provision for reinsurance	5,482
Retroactive reinsurance	
Amounts withheld or retained for account of others	176
Other liabilities	(5,004)

**Total Liabilities****\$ 1,782,618****Capital and Surplus**

Common stock	\$ 4,388
Preferred stock	500
Gross paid in and contributed surplus	848,175
Special surplus funds	
Unassigned funds (deficit)	(103,247)

**Total capital and surplus****\$ 749,816****TOTAL LIABILITIES AND CAPITAL AND SURPLUS****\$ 2,532,433**

I, Charles Cygal, Vice President of QBE Insurance Corporation, hereby certify that the above is an accurate representation of the financial statement of QBE Insurance Corporation dated December 31, 2019, as filed with the various State Insurance Departments and is a true and correct statement of the condition of QBE Insurance Corporation as of that date.

**QBE INSURANCE CORPORATION**

By: Charles Cygal, Vice President

Subscribed and sworn to me this 16th day of April, 2020.

**HARPREET KAUR MANN**  
 NOTARY PUBLIC, STATE OF NEW YORK  
 Registration No. 02MA6335099  
 Qualified in New York County  
 My Commission Expires January 30, 2024

 By: Harpreet Kaur Mann  
 Harpreet Kaur Mann, Notary Public

BID BOND

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

\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**ADA ACCESSIBLE RAMPS, SIDEWALKS  
AND PEDESTRIAN SAFETY IMPROVEMENTS**

NOW THEREFORE,

- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

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 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 Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have 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.

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-Fact

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

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

Each Bidder shall set forth in the Bid, the names, addresses and license numbers (when required) of each subcontractor for the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A General Contractor that intended to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regard to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve any of the specialty trade categories, please write the word "**NONE**" in the appropriate space provided.



LIST OF SUBCONTRACTORS

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

TITLE OF BID: ADA Accessible Ramp Sidewalks  
& Pedestrian Safety Improvements

NAME OF BIDDER: Seacoast Construction Inc.

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
BLACK ROCK Enterprises LLC	1316 Englishman Rd. Old Bridge, N.J. 08857	732-467-6400	Paving	Milling & Paving
Straight Edge Striping	201 Wilton Ave. H. Middlesex, N.J. 08846	732-302-3001	striping	road Markings

Plumbing and Gas Fitting and All Kindred Work:

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number \_\_\_\_\_

Electrical Work:

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number \_\_\_\_\_

Structural Steel and Ornamental Iron Work:

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Name None Phone # \_\_\_\_\_

Address \_\_\_\_\_



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

WEST WINDSOR TOWNSHIP  
COUNTY OF MERCER

I, Licinio P. Pedreiro of the Municipality of East Brunswick 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.

SEALOAST CONSTRUCTION INC.

Name of Contractor (Type or Print)

Licinio P. Pedreiro / President  
Signature/Title

Subscribed and Sworn before me this

19 Day of JANUARY, 2021

Licinio P. Pedreiro

(Type or Print Name of Affiant)

Guida Alvarez  
Notary Public New Jersey  
My Commission Expires 2-21-2022

### CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 4/1/1989

Name and address of Officers: \_\_\_\_\_

President: Licinio P. Pedreiro - 15 Addington Ct. East Brunswick N.J. 08816

Vice President: \_\_\_\_\_

Secretary: Haris S. Pedreiro - 15 Addington Ct. East Brunswick N.J. 08816

Treasurer: \_\_\_\_\_

### CONTRACTOR'S EXPERIENCE

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

31

2. How many years' experience in this type of construction work has your organization had? 31

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

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	<u>\$ 639,885.75</u>	<u>July 2020</u>	<u>Township of Mount Holly</u>
B.	<u>\$ 258,070.41</u>	<u>April 2020</u>	<u>Township of Neptune</u>
C.	<u>\$ 733,454.24</u>	<u>April 2020</u>	<u>Borough of Freehold</u>
D.	<u>\$ 204,160.00</u>	<u>Aug. 2020</u>	<u>Borough of Highlands</u>
E.	<u>\$ 868,492.77</u>	<u>Oct. 2019</u>	<u>Township of Monroe</u>

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>Doncl Howell - 37 Washington St. Mount Holly, N.J. 08060</u>	<u>- 856-722-6700</u>
B.	<u>Dave Stampin - 25 Neptune Blvd. Neptune, N.J. 07753</u>	<u>- 848-444-3464</u>
C.	<u>Stephen Kiselick - 922 N.J. 33, Suite 9, Freehold, N.J. 07728</u>	<u>- 732-807-6241</u>
D.	<u>Drew Bulick - 1460 Rt. 9 South - Howell, N.J. 07731</u>	<u>- 732-462-7400</u>
E.	<u>Keith McWhirk - 481 Spotswood English Turn Rd. Monroe, N.J. 08831</u>	<u>- 732-605-9440</u>

**Seacoast Construction, Inc.**

**Equipment List**

Year	Make	Model	Type	Condition
1987	International Truck	1900	Form Truck	Good
1987	Scania	130	Tandem Dump Truck	Good
1987	Eagle		Trailer for equipment	Good
1998	Interstate		Trailer for equipment	Good
1988	International Truck	1800	Form Truck	Good
1996	Isuzu		Box Truck	Good
1991	GMC		Dump Truck	Good
1991	Scania		Dump Truck	Good
2014	Chevy	Express Van	Work Van	Good
2009	Isuzu		Box Truck	Good
2015	Kubota	Kx080-4S3A	Excavator	New
2007	John Deere	410G	Backhoe	Good
1998	John Deere	310SE	Backhoe	Good
2006	John Deere	310SG	Backhoe	Good
2001	John Deere	410G	Backhoe	Good
2017	John Deere	410G	Backhoe	New
2013	Toyota	Tundra	Pickup	New
2016	Toyota	Tundra	Pickup	New
2017	Chevy	Van	Work Van	New
2017	John Deer	331 G Compact	Track Loader	New
2018	Dodge Ram	5500	Mason Truck	New
2018	Chevy	2500 Silverado	Pickup truck	New
2018	John Deere	410G	Backhoe	New

Signature

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

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)? \_\_\_\_\_  
If so, where and why? NO

Did this other contracting organization ever fail to complete any work awarded to it  
(within the last ten years)? \_\_\_\_\_

If so, where and why? NO

6. Give list of uncompleted contracts presently held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
2020 Pumped rd. Imp.	Township of Limanawan	\$ 270,419.45
Woodridge Hotel	- Brian Const.	\$ 247,000.00
Edison Hotel	- Brian Const.	\$ 142,700.00
		\$ _____

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.

\$ 4,700,000.00

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

See attached list

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



### 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

\_\_\_\_\_  
Name Insurance Company,

\_\_\_\_\_  
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, Licinio P. Pedreira of the (City, Town, Township, Borough, etc.)  
of EAST BRUNSWICK 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 SEACOAST 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 Township of West Windsor 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:

SEACOAST CONSTRUCTION INC.  
(Name of Bidder)

Licinio P. Pedreira  
(Also type or print name of affiant under signature)  
Licinio P. Pedreira

(N.J.S.A. 52:34-15)

Subscribed and sworn to before me this

19 day of January, 2021.

G. Solterares  
Notary Public of New Jersey

My commission expires 7-21, 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: SEACOAST CONSTRUCTION INC.

Organization

Address: 15 ADDINGTON CT. EAST BRUNSWICK N.J. 08816

**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
Licínio R. Pedreiro	15 Addington Ct. East Brunswick, N.J. 08816

**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):	Licio P. Pedreira	Title:	President
Signature:	Licio P. Pedreira	Date:	1-19-2021

(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 *James P. Peders*  
Successful Bidder / Contractor

Signed, sealed and delivered  
in the presence of

*Guido Altavero*  
(Notarized)

### 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 JANUARY, 20 21

as a binding act in deed of

Seawall Construction Inc.  
Name of Organization

Licinio P. Pedreiro - President  
Authorized Signature & Title

Licinio P. Pedreiro - President  
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

JANUARY, 20 21

as a binding act in deed of Seawast Construction Inc.  
Name of Organization

Licinio P. Pedreira - President  
Authorized Signature & Title

Licinio P. Pedreira - President  
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 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 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 Obligee 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

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: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

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

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corporate Contractor)

Of \_\_\_\_\_  
(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

\_\_\_\_\_  
(Project)

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

**ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF: \_\_\_\_\_

SS: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
and appeared \_\_\_\_\_ to me known, who,  
being by me duly sworn, did depose and say that he resides at \_\_\_\_\_

\_\_\_\_\_ and  
that he is the \_\_\_\_\_ of \_\_\_\_\_;  
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.

\_\_\_\_\_(SEAL)

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)

**CONTRACTOR'S RELEASE**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

\_\_\_\_\_ (Full Name)

Of \_\_\_\_\_  
(Company and Street Address)

\_\_\_\_\_ County and State of \_\_\_\_\_

does hereby acknowledge that he has received this \_\_\_\_\_ day of \_\_\_\_\_

and from the Owner, the Township Of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

\_\_\_\_\_ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT,

between the said \_\_\_\_\_  
(Contractor)

And Owner, the Township of West Windsor dated \_\_\_\_\_, 20\_\_\_\_.  
(Owner)

NOW THEREFORE, the said \_\_\_\_\_  
(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said

CONTRACT dated \_\_\_\_\_, 20\_\_\_\_, and of and from all, and all

manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.



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)



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SEACOAST CONSTRUCTION, INC.

**Trade Name:**

**Address:** 15 ADDINGTON CT  
EAST BRUNSWICK, NJ 08816-5300

**Certificate Number:** 0661073

**Effective Date:** March 26, 1996

**Date of Issuance:** October 26, 2020

**For Office Use Only:**

20201026105414194

STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N.J. 08695

The person, partnership or corporation named below is hereby authorized to collect:  
**NEW JERSEY SALES & USE TAX**

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

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

**BLACK ROCK ENTERPRISES LIMITED**  
1316 ENGLISHTOWN ROAD  
OLD BRIDGE NJ 08857

Tax Registration No. XXX-XXX-194/000

Tax Effective Date: 04-01-10

Document Locator No.: I0000399328

Date Issued: 06-02-12

*Michael J. Bay*  
Acting Director, Division of Taxation

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 352  
TRENTON, N.J. 08646-0352

TAXPAYER NAME:

**BLACK ROCK ENTERPRISES LIMITED LIABILITY**

TRADE NAME:

ADDRESS:

1316 ENGLISHTOWN ROAD  
OLD BRIDGE NJ 08857

SEQUENCE NUMBER:

1424875

EFFECTIVE DATE:

07/10/08

ISSUANCE DATE:

06/02/12

*James J. Zaccaro*  
Director  
New Jersey Division of Revenue

FORM-BRC

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





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY

**Trade Name:**

**Address:** 201 WILTON AVE  
MIDDLESEX, NJ 08846

**Certificate Number:** 1241139

**Effective Date:** June 05, 2006

**Date of Issuance:** May 13, 2019

**For Office Use Only:**  
20190513095529551

# 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 SUBSTITUTED TO FULLFILL THIS REQUIREMENT.**

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

	Name	Not Registered	Registration Number
Bidder	Seacoast Construction inc	_____	0661073
(Subcontractor)	Straight edge striping LLC	_____	1241139
(Subcontractor)	Black Rock Enterprises	_____	1424975
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

### Subscribed and sworn

Before me this 19 day

Of January 20 21.

## Guidelines

Licivito I. Pedemonte  
Signature

Notary Public of New Jersey

Licínio P. Pedreiro - President  
Name and Title  
(type or print)

My Commission Expires 7-21, 20 22

**\*\* 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.**

Certificate Number  
605856

Registration Date: 05/19/2020  
Expiration Date: 05/18/2022



# State of New Jersey

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

### Public Works Contractor Registration Act

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

Responsible Representative(s):  
Licinio Pedreiro, Owner

Seccos 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.



Certificate Number

667926

Registration Date: 02/09/2019  
Expiration Date: 02/08/2021



# 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):

Jacqueline Vale, Managing Member

Black Rock Enterprises, LLC  
**2019**

Responsible Representative(s):

Manuel Darocha, Managing Member

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

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

NON TRANSFERABLE

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

Certificate Number  
653443

Registration Date: 09/28/2020  
Expiration Date: 09/27/2022



# State of New Jersey

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

### Public Works Contractor Registration Act

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

Responsible Representative(s):  
Andrew Altobelli, President

2020

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

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

NON TRANSFERABLE

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

# 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	Seacoast Const. Inc.		605856
(Subcontractor)	Straight Edge Striping LLC		653443
(Subcontractor)	Black Rock Enterprises, LLC		667926
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 19 day

Of January 2021.

Giri de l'Harres

Licinia M. Pedraza  
Signature

Notary Public of New Jersey

Licínio P. Pedreiro - President  
Name and Title  
(type or print)

My Commission Expires 7-21, 20 27



## DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: ADA accessible ramps, sidewalks, pedestrian safety improvements Bidder/Officer: Seacoast Construction

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/Officer: \_\_\_\_\_

Description of Activities: \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date: \_\_\_\_\_

Bidder/Officer 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) Licinio P. Pedreiro Signature: Licinio P. Pedreiro

Title President Date: 1-19-2021



## 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. (Unipet)
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 thereunto, 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)