

BID FORM

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

RE: **WEST WINDSOR TOWNSHIP
D&R SEWER REHABILITATION PROGRAM
CIPP LINING CANAL ROAD**

This Bid will not be accepted after **11 am**, June 29, 2021, prevailing time on June 29, 2021 at which time all Bids will be publicly opened and read.

Standard Pipe Services LLC

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.

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."

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Division 1 Section 01601	MOBILIZATION Lump Sum @ \$ 5,000. ⁰⁰	5,000. ⁰⁰
		Five Thousand Dollars and Zero Cents (Write out price)	
2	Special Conditions Division 1 Section 1	TRAFFIC CONTROL (NIGHT WORK INCLUDED) Lump Sum @ \$ 3,500. ⁰⁰	3,500. ⁰⁰
		Three Thousand Five Hundred Dollars and Zero Cents (Write out price)	
3	Division 1 Section 1	UNIFORM TRAFFIC DIRECTORS (NIGHT WORK INCLUDED) 48 Hours @ \$90.00 per HOUR	\$4,320.00
		NINETY DOLLARS, NO CENTS (Write out price)	

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
4	Division 2 Section 02623 Section 02625	CLEAN/TELEWISE SEWER LUMP SUM @ \$ <u>6,000.00</u> <u>Six Thousand Dollars and Zero Cents</u> (Write out price)	<u>6,000.00</u>
5	Division 2 Section 02957	CURED-IN-PLACE PIPE LINING 760 LF @ \$ <u>230.00</u> per LF <u>Two Hundred Thirty Dollars and Zero Cents</u> (Write out price)	<u>174,800.00</u>
6	Division 2 Section 02626	MANHOLE REPAIRS (3 RIM REPAIRS) 3 @ \$ <u>2,000.00</u> per EA <u>Two Thousand Dollars and Zero Cents</u> (Write out price)	<u>6,000.00</u>
7	Division 2 Section 02622	SANITARY SEWER FLOW CONTROL Lump Sum @ \$ <u>2,000.00</u> <u>Two Thousand Dollars and Zero Cents</u> (Write out price)	<u>2,000.00</u>
TOTAL PRICE BID (Items 1 to 7)			<u>201,620.00</u>

If a ~~Corporation~~, Limited Liability Company

Name of Contractor Standard Pipe Services, LLC

Signature of Bidder [Signature] Frank Impagliazzo President
Name Title

Business Address 567 Waltham Rd Newark DE 19702

Incorporated under the Laws of the State of Delaware

President _____
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: _____

(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

If a Corporation,

Name of Contractor _____

Signature of Bidder _____
Name Title

Business Address _____

Incorporated under the Laws of the State of

President _____
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: _____
(Affix Corporation Seal Here)

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

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

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

**WEST WINDSOR TOWNSHIP
D&R SEWER REHABILITATION PROGRAM
CIPP LINING CANAL ROAD**

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			
#1	Revised Cover Page	Supplied to Book	6/25/21	F81

Acknowledged by Bidder

Name of Bidder: Standard Pipe Services, LLC

By Authorized Representative:

Signature: 

Print Name and Title: Frank Impagliazzo President

Date: July 14 2021

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

D&R SEWER REHABILITATION PROGRAM CIPP LINING CANAL ROAD

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: DTR Sewer Rehab Program NAME OF BIDDER: Standard Pipe Services

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
	<u>NOVE</u>			

Plumbing and Gas Fitting and All Kindred Work:

Name NOVE Phone # _____

Address _____

License Number _____

Electrical Work:

Name NOVE Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name NOVE Phone # _____

Address _____

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

Name _____ 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, Frank Impagliazzo of the Municipality of Media in the County of Delaware and the State of Pennsylvania 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.

Standard Pipe Services, LLC
Name of Contractor (Type or Print)
[Signature] President
Signature/Title Frank Impagliazzo

Subscribed and Sworn before me this

14th Day of July, 2021

Frank Impagliazzo
(Type or Print Name of Affiant)

Debbie S. Sewell
Notary Public
My Commission Expires Jan 02 2022



CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 10-11-2016

Name and address of Officers: _____

President: Frank Impagliazzo - 119 Valley Place Media PA 19063

Vice President: Operations - Bert Andrus - 563 Walther Rd Newark DE 19702

Secretary: COO - Mark Schneider - 66 Hayden Way Newark DE 19711

Treasurer: CEO - Robin Quinn - 119 Valley Place Media PA 19063

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name?
6
2. How many years' experience in this type of construction work has your organization had? 30
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>* Please See Attached 254 Report *</u>	_____	_____
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>* Please See Attached 254 Report *</u>	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? NO

If so, where and why? _____

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

If so, where and why? _____

Did this other contracting organization ever fail to complete any work awarded to it
(within the last ten years)? NO

If so, where and why? _____

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
* Please See Attached Awarded &		\$ _____
Uncompleted Contracts *		\$ _____
_____		\$ _____
_____		\$ _____

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.

11 million

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

* Please See Attached Equipment 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 Delaware :
COUNTY OF New Castle : SS:

I, Frank Impagliazzo of the (City, Town, Township, Borough, etc.)
of Media in the County of Delaware and the
State of Pennsylvania, of full age, being duly sworn according to
law on my oath depose and say that:

I am President
of the firm of Standard Pipe Services, LLC
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:

Standard Pipe Services, LLC
(Name of Bidder)

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

(Also type or print name of affiant under signature) Frank Impagliazzo

Subscribed and sworn to before me this

14th day of July, 20 21.

Notary Public of Delaware

My commission expires Jan 02, 20 22.

Debbie S. Sewell



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: Standard Pipe Services, LLC

Organization

Address: 567 Walther Rd Newark DE 19702

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
Robin Quinn	119 Valley Place Media PA 19063
Frank Impagliazzo	119 Valley Place Media PA 19063
Mark Schneider	16 Hayden Way Newark DE 19711
Bert Andrus	563 Walther Rd Newark DE 19702

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
Robin Quinn / Frank Impagliazzo	119 Valley Place Media PA 19063
Mark Schneider	16 Hayden Way Newark DE 19711
Bert Andrus	563 Walther Rd Newark DE 19702

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):	Frank Impagliazzo	Title:	President
Signature:		Date:	July 14 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 Standard Pipe Services, LLC
Successful Bidder / Contractor
Frank Impaghiazzo President

Signed, sealed and delivered
in the presence of

Debbie S. Sewell
(Notarized)



AGREEMENT

This Contract made the _____ day of _____, 2021 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 **D&R Canal Sewer Rehabilitation CIPP Lining Canal Road**. Performance by the Contractor is to be completed not later than **28** 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; 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 Four Hundred Dollars (\$400.00) per day (revise per General Conditions 4.23 based on contract value) 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 _____ day of _____, 20_____

as a binding act in deed of

Name of Organization

Authorized Signature & Title

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 _____ day of
_____, 20 _____

as a binding act in deed of _____
Name of Organization

Authorized Signature & Title

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:

_____,
(Here insert the project name or description of work)

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 one (1) year 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)

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.

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

Subscribed and sworn

My Commission Expires Jan 02, 20 22

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Township of West Windsor **Bidder/Officer:** Standard Pipe Services LLC

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) Frank Impagliazzo Signature: [Signature]

Title President Date: July 14 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 thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, its agents, servants, and employees from and against any and all suits, claims, losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

Signed by _____
Successful Bidder / Contractor

Frank Impagliazzo
Standard Pipe & Supply

Signed, sealed and delivered
in the presence of

Debbie S. Sewell
(Notarized)



BID BOND

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

Standard Pipe Services, LLC as Principal, and Great Midwest Insurance Company as Surety, are

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

Ten Percent of Total Bid (\$10% of Total Bid) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 20th day of July, 2021.

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

D&R SEWER REHABILITATION PROGRAM CIPP LINING CANAL ROAD

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.

BY: [Signature]
Witness

Standard Pipe Services, LLC

[Signature]
Principal

Great Midwest Insurance Company

[Signature]
Surety

BY: [Signature]
Witness

[Signature]
Attorney-in-Fact

CONSENT OF SURETY

Great Midwest Insurance Company a Corporation organized and existing under the laws of the State of **Texas** and licensed to do business in the State of **New Jersey**, hereby consents and agrees that if the contract for:

Township of West Windsor
271 Clarksville Rd
Princeton Junction, NJ 08550

Be awarded to:

Standard Pipe Services, LLC
567 Walther Rd
Newark, DE 19702

The undersigned Corporation agrees with the said:

Great Midwest Insurance Company
800 Gessner Rd, Suite 600
Houston, TX 77024

To execute the final bond as required by the specifications or to become co-sureties with others in the full amount of the contract price for the faithful performance of the contract.

In witness whereof, the Undersigned Corporation has caused this agreement to be signed by its duly authorized representative and its Corporate Seal to be hereto affixed this **20th** Day of **July 2021**.

Great Midwest Insurance Company

By: *Russell C. Tester*
Russell C. Tester,
Attorney-in-Fact



Great Midwest Insurance Company
Statutory Balance Sheet
as of December 31, 2019
(in thousands)

Assets		Liabilities, Capital and Surplus	
Cash and Invested Assets:		Liabilities:	
Cash and Short-term Investments	\$ 48,772	Loss and Loss Expense Reserves	\$ 64,093
Bonds	75,068	Unearned Premium	8,959
Common Stocks	26,524	Ceded Reinsurance Premium	1,549
Mortgage Loans	8,181	Other Liabilities	4,584
Other Invested Assets	10,672		
Total Cash and Invested Assets	169,217	Total Liabilities	79,185
Other Assets:		Capital and Surplus:	
Premium Receivables	6,068	Common Stock	4,550
Reinsurance Recoverable	9,154	Gross Paid In & Contributed Capital	123,893
Tax Assets	6,005	Unassigned Funds (Surplus)	934
Other Assets	18,118		
Total Other Assets	39,345	Total Capital and Surplus	129,377
Total Assets	\$ 208,562	Total Liabilities, Capital and Surplus	\$ 208,562

CERTIFICATION

I, Peter B. Smith, President of Great Midwest Insurance Company, hereby certify that the foregoing is a full, true and correct copy of the Balance Sheet of said Company, as of December 31, 2019.

Signature

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company in Houston, Texas this 18 day of MARCH, 2020.

STATE OF TEXAS
COUNTY OF HARRIS

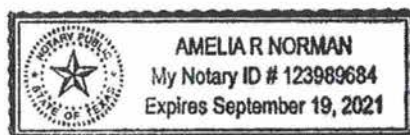
On this 18 day of MARCH, 2020, before me, Amelia Norman a Notary Public, personally appeared, Peter B. Smith, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument and the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY of PERJURY under the laws of the State of Texas that the foregoing paragraph is true and

Witness my hand and official seal.

Signature

Signature of Notary Public



NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION
(Pursuant to N.J.S.A. 2A: 44-143)

Great Midwest Insurance Company, 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 Banking and 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 amounts as of the calendar year ended December 31, 2019, which amounts have been certified as indicated by certified public accountants, Ham Langston & Brezina, LLP, 11550 Fuqua St., Suite 475, Houston, Texas 77034 and are included in the Annual Statements on file with the National Association of Insurance Commissioners and the New Jersey Department of Insurance (20 West State Street, CN-325, Trenton, NJ 08625-0325):

Surety Company	Capital	Surplus
Great Midwest Insurance Company	\$4,550,000	\$ 129,376,831

Great Midwest Insurance Company has a current rating from A.M. Best Company of A- (Excellent); Financial Size Category IX (\$250 Million to \$500 Million).

3. (a) **Great Midwest Insurance Company** has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, and the underwriting limitation per bond established therein on July 1, 2020 is \$10,286,000.

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

4. The amount of the bond to which this statement and certification is attached is \$ _____.

CERTIFICATE

I Russell C. Tester, as Attorney-in-Fact for Great Midwest Insurance Company a corporation domiciled in Texas, 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 VOID.

Russell C. Tester
(Signature of certifying agent)

Attorney-in-fact
(Title of certifying agent)

Russell C. Tester
(Printed name of certifying agent)





State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

Date May 01, 2020

NAIC COMPANY CODE: 18694

THIS IS TO CERTIFY THAT THE **GREAT MIDWEST INSURANCE COMPANY OF HOUSTON, TEXAS**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF **May, 2021**, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 02 - Earthquake
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage
- 10 - Aircraft Physical Damage
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 14 - Credit
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 18 - Livestock
- 19 - Smoke or Smudge
- 20 - Physical Loss to Buildings
- 21 - Radioactive Contamination
- 22 - Mechanical Breakdown/Power Failure
- 26 - Accident and Health



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

NAIC COMPANY CODE: **18694**

Date: September 08,

COMPANY NAME: **GREAT MIDWEST INSURANCE COMPANY**

LOCATION: **HOUSTON, TEXAS**

SPECIAL CONDITIONS:



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Russell C. Tester

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

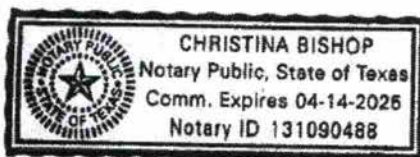
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 20th Day of July, 2021.



BY _____

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

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

STANDARD FORM (SF)

1. Firm Name/Business Address:
Standard Pipe Services, LLC
P.O. Box 99
Bear, DE 19701

2. Year Present Firm Established
Dec. 2016

3. Date Prepared:
June 2020

254 Form

Architect-Engineer
Related

4. Specify type of ownership and check below if applicable

Submittal is for	Parent Company	Branch or Subsidiary Office	A. Small Business
			B. Woman owned Business

5. Name of Parent Company if any:	a. Former Parent Company Name(s) if any, and Years(s) Established
	Tri State Grouting, LLC 1999
	Aqua Infrastructure Rehabilitation Co, LLC 2014

6. Names of not more than two principals to contact: Title/Telephone	7. Present Offices: City/State/Telephone	7a. Total Personnel
1) Frank Impagliazzo, President (302) 286-0701	Newark, DE (302) 286 - 0701	62
2) Mark H. Schneider, COO (302) 286 -0701		

8. Personnel by Discipline: (List each person only once, by primary function)	
9 Administrative	3 Superintendent
Architects	14 PACP Operators/Foreman
Chemical Engineers	36 Laborers
1 Civil Engineers	9 Cleaner Operators
Construction	
Draftsmen	
Ecologists	
Economists	
	63 Total Personnel

9. Summary of Professional Services Fees	Ranges of Professional Services Fees
Received: (Insert index number)	
Direct Federal contract work, including overseas	1. Less than \$100,000
All other domestic work	2. \$100,000 to \$250,000
All other foreign work	3. \$250,000 to \$500,000
	4. \$500,000 to \$ 1 million
	5. \$ 1 million to \$ 2 million
	6. \$ 2 million to \$ 5 million
	7. \$5 million to \$ 10 million
	8. \$ 10 million or greater

All projects up to December 2013 were performed by Tri State Grouting, LLC prior to being acquired by Aqua Infrastructure Rehabilitation Co, LLC.
All projects completed from December 2014 to present were Aqua Infrastructure Rehabilitation Co, LLC dba Tri State Grouting
All project completed December 2016 were Standard Pipe Services, LLC

PERFORMANCE RECORD FOR PAST 5 YEARS

NAME OF OWNER & COMPLETE ADDRESS Street,Town,State,Zip Code	NAME & LOCATION OF PROJECT-TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	CONTRACT PRICE	COMPLETION DATE	ENGINEER IN CHARGE OWNER AND PHONE #	WAS TIME EXTENSION NECESSARY	WERE ANY PENALTIES IMPOSED	WERE LIENS CLAIM OR STOP NOTICE FILED
Mantua Township Municipal Utilities Authority 397 Main Street Mantua, NJ 08051 (856) 468-1111	Sewer & Water Rehabilitation	380,125	Jan 2016	Sickels & Associates 833 Kings Hwy Woodbury, NJ 08096 (856) 848-8520	NO	NO	NO
Jackson Development Co, LLC 131 Jericho Tpk Jericho, NY 11753 (516) 997-6100	Full Length Reline	81,480	July 2017	O'Donnell Stanton & Assoc. 1705 Route 37 East Toms River, NJ 732-604-8394	NO	NO	NO
Bucks County Water & Sewer Authority 1275 Almshouse Road Warrington, PA 18976 (215) 343-2538	Manhole Rehabilitation	834,660	Nov 2017	Carroll Engineering 949 Easton Road Warrington, PA 18976 (215) 343-5700	NO	NO	NO
Pennsylvania Dept of Conservation & Natural Resources	Marsh Creek Sewer Sewer Infiltration Repairs	205,177	Nov 2017	Pennsylvania Dept of Conservation 2808 Three Mile Run Rd Perkasie, PA 189444 (215) 453-5030	NO	NO	NO
Camden Cty Tech. Schools 343 Berlin Cross Keys Rd Sicklerville, NJ 08081 (856) 767-7000	12" Gravity Sewer CIPP	40,525	Dec 2017	Bach Associates 304 White Horse Pike Haddon Heights, NJ 08035 (856) 546-8611	NO	NO	NO

PERFORMANCE RECORD FOR PAST 5 YEARS

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Bucks Cty Water & Sewer 1275 Almshouse Road Warrington, PA 18976	Manhole Rehabilitation	834,660	Jan 2018	Carroll Engineering 949 Easton Road Warrington, PA 18976 (215) 343-5700	NO	NO	NO
Perkiomen Twp Mun. Authority 1 Trappe Rd Collegeville, PA 19426 (610) 489-4034	8" CIPP Lining	114,410	Feb 2018	Spotts,Stevens & McCoy 1047 N Park Rd Reading, PA 19610 (610) 621-2000	NO	NO	NO
Two Rivers Water Reclamation Authority 1 Highland Ave Monmouth Beach, NJ 07750	24", 27" CIPP Lining	270,740	Feb 2018	T & M Associates 11 Tindall Road Middletown, NJ 07748 (732) 671-6400	NO	NO	NO
Borough of Berlin 59 South White Horse Pike Berlin, NJ 08009 (856) 767-7777	Full Length Reline	93,957	Mar 2018	Pennoni Associates, Inc 515 Grove Street Haddon Heights, NJ 08035 (856) 547-0505	NO	NO	NO
Borough of Spring Lake 423 Warren Ave. Spring Lake, NJ 07762 (732) 449-0800	Full Length Reline	310,730	Mar 2018	Leon S. Avakian, Inc. 788 Wayside Road Neptune, NJ 07753 (732) 922-9229	NO	NO	NO
Ross Township 1000 Ross Municipal Dr Pittsburgh, PA 15237 (412) 931-7055	Manhole to Manhole Lining	286,683	Mar 2018	Gateway Engineers 100 McMorris Road Pittsburgh, PA 15205 (412) 921-4030 Travis Stanscyk	NO	NO	NO

PERFORMANCE RECORD FOR PAST 5 YEARS

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Twp of Falls Authority 557 Lincoln Highway Fairless Hills, PA 19030 (215) 946-6062	2017 MH Rehab and CIPP	181,000	April 2018	Remington & Vernick 922 Fayette St Conshohocken, PA 19428 (610) 940-1050	NO	NO	NO
City of Cape May 643 Washington St. Cape May, NJ 08204 (609) 884-9531	Full Length Reline	234,595	June 2018	Mott MacDonald 211 Bayberry Drive Cape May Courthouse, NJ 08210 (609) 465-9377	NO	NO	NO
Castanea Township 347 Nittany Road Castanea, PA 17745 (570) 748-9070	Full Length Reline	161,210	June 2018	McTish-Kunkel & Assoc 1500 Sycamore Rd, Suite 320 Montoursville, PA 17754 (570) 368-3040	NO	NO	NO
Erie County Union City Municipal Authority Dept. of Planning 150 E Front Street, Ste 300 Erie, PA 16507 (814) 451-7330	12" CIPP Lining	89,584	July 2018	Greenman-Pederson 8 Gibson Street Northeast, PA 16428 (814) 725-8659	NO	NO	NO
Crafton Borough 100 Stotz Avenue Crafton, PA 15205 (412) 921-4158	Manhole Rehabilitation	145,850	July 2018	Gateway Engineers 100 McMorris Rd Pittsburgh, PA 15205 (412) 921-4030	NO	NO	NO
Peters Creek Sanitary Authority 3502 Lincoln Ave Finleyville, PA 15332 (724) 348-6860	Grouting and CCTV	289,543	Aug 2018	Lennon, Smith, Souleret 846 Fourth Ave Coraopolis, PA 15108 (412) 264-4400	NO	NO	NO

PERFORMANCE RECORD FOR PAST 5 YEARS

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Cheltenham Township 8230 Old York Rd Elkins Park, PA 19027 (215) 887- 1000	CCTV approx. 160,000 8"-12" sewer pipe & laterals	1,310,225	Dec 2018	Boucher & James 1456 Ferry Rd Bldg 500 Doylestown, PA 18901 (610) 345-9400	NO	NO	NO
Allegany County Dept of Public Works 701 Kelly Rd Cumberland, MD 21502	16,000 ft 15" relining, MH Lining Point Repairs, Frames & Covers	1,247,120	Nov 2019	Allegany County 701 Kelly Rd Cumberland, MD 21502 Mark Yoder (301) 876-9572	NO	NO	NO
SEPTA 1234 Market Street Philadelphia, PA 19101	6" Main chilled water supply and return pipe 80' and 20' of return pipe opposite end	90,568	Jan 2019	SEPTA 1234 Market Street Philadelphia, PA 19101 Diane McCarthy (215) 580-7707	NO	NO	NO
Lower Merion Township 75 E Lancaster Ave Ardmore, PA 19003	4,000 ft 8" reline and 400 ft 10" reline	195,000	Feb 2019	Pennoni Associates 1900 Market Street Suite 300 Philadelphia, PA 19103 (215) 254-7747	NO	NO	NO
TDX Quality LLC 7 Wrightstown Cookstown Rd Cookstown, NJ 08511	Maguire/Ft Dix/Lakehurst Reline 900 LF 12" VCP, 500 LF 15" VCP, Clean & Televise 33,000 LF of 4", 8", 10", 12" pipe	313,242	Mar 2019	TDX Quality LLC 7 Wrightstown Cookstown Cookstown, NJ 08511 Chris Kostue (907)602-1012	NO	NO	NO

PERFORMANCE RECORD FOR PAST 5 YEARS

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Pennsville Sewerage Authority 90 N Broadway Pennsville, NJ 08070	8", 10", 18" CIPP Lining and MH Rehab	283,412	April 2019	Pennsville Sewerage 90 N Broadway Pennsville, NJ 08070 (856) 678 - 7500	NO	NO	NO
Collingdale Borough 800 MacDade Blvd Collingdale, PA 19023	8", 18", 24" CIPP Lining & Manhole Rehab	460,436	June 2019	Stantec Consulting 1060 Andrew Dr, Ste 140 West Chester, PA 19380 (610) 840-2500	NO	NO	NO
Municipality of Mt. Lebanon 710 Washington Road Pittsburgh, PA 15228	8"-30" MH-MH Lining	335,410	June 2019	Gateway Engineers 100 McMorris Road Pittsburgh, PA 15205 (412) 921-4030	NO	NO	NO
City of Westminster 56 W Main Street Westminster, MD 21157	Inflow & Infiltration Rehab	1,099,221	Nov 2019	City of Westminster 56 W Main Street Westminster, MD 21157 Mike Matov (410) 848-9000	NO	NO	NO
Lehigh County Authority 1053 Spruce Road Allentown, PA 18106	Emergency Test & Seal Project	1,180,774	Nov 2019	Arcadis US, Inc 1128 Walnut St, Ste 400 Philadelphia, PA 19109 Dan Cooper (215) 629-4195	NO	NO	NO
City of Lewes Board of Public 107 Franklin Ave Lewes, DE 19958	WRF Effluent Pipe Rehab	456,970	Dec 2019	George, Miles and Buhr 400 High Street Seaford, DE 19973 (302) 628-1421	NO	NO	NO

PERFORMANCE RECORD FOR PAST 5 YEARS

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Fairfax Water 8570 Executive Park Ave Merrifield, VA 22116	Corbalis San Sewer I&I Repair	328,928	Mar 2020	Fairfax Water 8570 Executive Park Ave Merrifield, VA 22116 Elizabeth Dooley (703) 289-6265	NO	NO	NO
Capital Region Water 100 Pine Drive Harrisburg, PA 17103	Sewer & Water Maint. Contract (Trenchless No.2)	732,000	Dec 2020	HRG 369 East Park Drive Harrisburg, PA 17111 Justin Bates (717) 564-1121	NO	NO	NO
Charles County, Maryland 101 Radio Station Rd La Plata, MD 20646	Zekiah Area Sewer, Phase I Bryans Road Interceptor Clean, Televis, CIPP, MH MH Rehabilitation	919,480	Aug 2018 Ongoing	Charles County Chares Strawberry Program Manager (301) 645-0620	NO	NO	NO
City of Rockville, MD 111 Maryland Ave Rockville, MD 20850	IFB-Sanitary Sewer Improvements - 6" & 8" CIPP, MH Reline, Misc.	610,000	Dec 2020 - Dec 2021	City of Rockville 111 Maryland Ave Rockville, MD 20850 Michael Hershelman, Const. Mgt. Division Principal Inspector (443) 710-1243	NO	NO	NO

The foregoing is a statement of facts.

Signature: _____ Typed Name and Title: Frank Impagliazzo, President Date: March 31, 2021

Standard Pipe Services List of Awarded and Uncompleted Contracts

Awarded- Not Started	Contract	Owner	Engineer	Total Amount of Contracts	Percentage Complete	Approximate Completion Date
	Sanitary Sewer Rehabilitation Zekiah & Bryans Road	Charles County	Charles County	\$919,480.00	90%	TBD
	Sinkhole Repair, Open End, Canal, FY21-FY23	DELDOT	DELDOT	\$2,772,490.00	15%	Dec-23
	Sinkhole Repair, Open End, North, FY20-FY22	DELDOT	DELDOT	\$2,395,340.00	37%	Dec-21
	Brentwood Borough - Annual MH to MH Lining	Brentwood Borough	Gateway Engineers	\$491,350.00	90%	TBD
	City of Rockville, MD - San Sewer Improvements	Rockville MD	Rockville MD	\$1,402,900.00	10%	Dec-21
	Castanea Twp - 2020 Sewer Rehabilitation	Castanea Twp	McTish-Kunkel & Assoc	\$70,425.00	100%	Pending contract closeout
	Twp of Delran - Route 130 Sanitary Clean & Televise	Twp of Delran	CME Associates	\$67,850.00	72%	Mar-21
	Lynn Twp - Sanitary Sewer System Manhole Rehabilitation	Lynn Twp	Keystone Consulting	\$188,950.00	90%	Mar-21
	Falls Township	Falls Twp	Remington & Vernick	\$520,815.00	50%	Apr-21
	Florham Park Borough - Sewer Main Replacement & CIPP	Florham Park	Michael Sgaramella, Borough Engineer	\$301,412.00	90%	Mar-21
	Lower Makefield - Cured-in-Place Pipe Liner Project	Lower Makefield	Ebert Engineering	\$266,817.00	100%	Pending contract closeout
	South Strabane Township - CIPP Lining			\$33,275.00	5%	Apr-21
	Atlantic County - Drainage Rehab/CIPP Lining	Atlantic County	Atlantic County	\$173,780.00	50%	May-21
	Brookhaven Borough	Brookhaven Borough	Catania Engineering	\$63,000.00	5%	Apr-21
X	Aleppo Twp - MH & Wet Well Rehabilitation	Aleppo Township	Bankson Engineers	\$39,525.00		May-21
X	Rostraver Sewage Auth - Todd Manor Sewer Rehab	Rostraver Sewage Authority	KLH Engineers	\$169,980.00		Jun-21
X	South Monmouth Regional Sewerage Auth	S Monmouth RSA	CDM Smith	\$168,800.00		Apr-21
				\$10,046,189.00		

Standard Pipe Services, LLC
Equipment List

Item	Description	Quantity	Notes
1	EXCAVATOR	1	DE 151 2006 John Deere Model 310
2	SCHWALM CUTTERS	2	Talpa 2060s
3	MINI SCHWALM CUTTER	1	Talpa 6w/Mini
4	GENERATOR	1	GPE-125EH-3-4 Gillette
5	LUMBERJACK chain cutters	3	NOZTEC 300s
6	LUMBERJACK chain cutters	2	NOZTEC 100s
7	ARROWBOARD	1	DE 802
8	AIR COMPRESSOR	2	Ingersall EXP375 and 185
9	FORKLIFT	1	2010 Yale GS/LPS 5021352-10
10	FORKLIFT	1	HEISTER
11	Push Cameras	2	Rigid See Snakes, mini
12	Push Camera	1	Cues Mplus Mainline SW18101528
13	Extra Cues Crawler Cameras	3	Cues
14	Extra Cobra Crawler Cameras	5	Cobra now owned by Triovision
15	Mainline Grouting Packers	41	Cues and Logiball
16	Lateral Packers from Main	7	Cues and Logiball
17	Lateral Packers from Cleanout	2	Logiball
18	Solid and Flowthru Plugs	40	6 inch thru 54 inch
19	Bladders/Carriers for Short CIPPs	10	4 inch thru 36 inch
20	Confined Space Entry Equipment	9	Faltech
21	Gas Detection Sniffers	15	MSA
22	Smoke Blowers	2	Hurco
23	Manhole Vacuum Testers	2	Cherne
24	MOT Windmaster Signs/Stands	10	
25	OSHA Compliant Work Signs	25	
26	Bypass Pumps/Hose 2/3 inch	5	
27	Bypass Pumps/Hose 4 inch	3	
28	Bypass Pumps/Hose 6 inch	1	
29	Bypass Pumps/Hose 8 inch	1	
30	Tools of Trade for Crawlers/Cameras		
31	Tools of Trade for Sm Equip/Motors		
32	Welders	4	Mig, Plasma, Plastic, Regular
33	Portable Compressors	5	
34	Portable Generators	6	
35	Jumping Jack/Plate Tampers	2	Wacker
36	Sewer Drum Cleaners sm and lg	2	Rigid
37	Trench Box	1	Aluminum
38	Vacuum System	1	Tornado
39	CIPP Shooters-lateral	2	Permaliner/Easy Liner
40	CIPP Shooters-Main	4	CIPP Services
41	Radio Detection Sondes	3	
42	Sewer Nozzles	50	multiple suppliers and sizes
43	ENZ Cutter	1	ENZ
44	Mechanics Shop tools and equip		Former MAS assets
45	Excavator	1	CAT 326FL LONG REACH
46	CIPP PORTABLE BOILER	1	TACODA



WEST WINDSOR TOWNSHIP

DEPARTMENT OF COMMUNITY DEVELOPMENT
DIVISION OF ENGINEERING

Date of Notice: June 25, 2021

To: Prospective Bidders

Re: **West Windsor Township, Mercer County, New Jersey**
D&R Sewer Rehabilitation Program, Cured In Place (CIPP) Lining
Addendum No. 1

This is Addendum No. 1 for the above referenced project.

1. The cover sheet of the project specifications has the wrong date for the bid opening. The corrected date (see attached) is now consistent with the Bid Advertisement.

End of Addendum 1



WEST WINDSOR TOWNSHIP

DEPARTMENT OF COMMUNITY DEVELOPMENT
DIVISION OF ENGINEERING

TOWNSHIP OF WEST WINDSOR MERCER COUNTY, NEW JERSEY

D&R Sewer Rehabilitation Program, Cured In Place (CIPP) Lining

ADDENDUM NO. 1 (Issued June 25, 2021)

Attached is an Addendum to the "D&R SEWER REHABILITATION PROGRAM, CURED IN PLACE (CIPP) LINING" bid documents for West Windsor Township. This Addendum is being issued for clarification and/or correction purposes. The Addendum contains fifteen (2) pages (including this page).

The following "Acknowledgment of Receipt of Notices, Revisions or Addenda to Bid Documents Form" sheet, signed and executed, **must** be attached to all bid proposals submitted. **Failure to submit this form as part of the bid proposal may result in rejection of the bid proposal as it may be classified as incomplete.**

THERE HAVE BEEN NO OTHER QUESTIONS OR CLARIFICATION REQUESTS PROVIDED AT THIS TIME.

D&R SEWER REHABILITATION PROGRAM

CURED IN PLACE (CIPP) LINING Canal Road

WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY



BID OPENING: JULY 20, 2021- 11:00 AM, SENIOR CENTER

A handwritten signature in black ink, appearing to read "Christopher B. Jepson".

Christopher B Jepson PE No 04590500

D&R SEWER REHABILITATION PROGRAM**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA
TO BID DOCUMENTS FORM****WEST WINDSOR TOWNSHIP
D&R SEWER REHABILITATION PROGRAM
CIPP LINING CANAL ROAD**

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			
1	Addendum No. 1 (Issued June 25, 2021) containing 2 pages, revised cover page	Stapled to Book	6/25/21	F87

Acknowledged by BidderName of Bidder: Standard Pipe Services, LLC

By Authorized Representative:

Signature: Print Name and Title: Frank Impagliazzo President

D&R SEWER REHABILITATION PROGRAM

CURED IN PLACE (CIPP) LINING Canal Road

**WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY**



BID OPENING: JUNE 29, 2021– 11:00 AM, SENIOR CENTER

Christopher B Jepson

Christopher B Jepson PE No 04590500