

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**BID DOCUMENT SUBMISSION CHECKLIST****TOWNSHIP OF WEST WINDSOR**

(Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)Required with
Submission of Bid
By State StatuteBidder:
Initial each item
Submitted with Bid

X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	AG
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	AG
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	AG
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	AG
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	AG

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATIONWest Windsor Requires
w. Submission of BidBidder: Initial each
Item Submitted w/ Bid

X	Bid Document Submission Checklist	AG
X	Completed and signed Bid Forms and Items	AG
X	Acknowledgement of receipt of changes to Bid document Form (if required)	AG
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	AG
X	Contractors Qualification Questionnaire	AG
X	Non-Collusion Affidavit (must be notarized)	AG
X	Mandatory Equal Employment Opportunity Language (must be notarized)	AG
	Agreement	
X	Hold Harmless Agreement	AG
X	Prevailing Wage Affidavit	AG
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
X	Americans with Disabilities Act	AG
X	Bidders' Safety Acknowledgement	AG

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATIONWest Windsor Requires
At AwardBidder: Initial each
Item Submitted w/ Bid

X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	AG
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	AG
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	AG
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	AG
X	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	AG

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

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

Name of Bidder: Crossroads Paving

By Authorized Representative: _____

Signature: Aida Gomes

Print Name and Title: Aida Gomes, President

Date Signed: 12/12/22

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**BID FORM and BID ITEMS**

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

RE: **WEST WINDSOR TOWNSHIP
CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B
STOBBE LANE TO STEELE DRIVE
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY**

This Bid will not be accepted after **2:00 pm** prevailing time on **Tuesday December 13th, 2022** at which time all Bids will be publicly opened and read.



Name of Firm Submitting Bid

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

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

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

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

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

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

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

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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

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

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

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

If a Corporation,

Name of Contractor Crossroads Paving

Signature of Bidder Aida Gomes Aida Gomes, President
Name Title

Business Address 386 South Street Suite

Incorporated under the Laws of the State of New Jersey

President Aida Gomes President
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 12/12/22

(Affix Corporation Seal Here)

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

Name of Company _____

Signature of Bidder _____
(Name) (Title)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Names and Addresses of Members of Company

Adri Gaines 121 S. Midland Avenue Kearny NJ 07032

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

CRANBURY ROAD SIDEWALK PROJECT - PHASE 2B
PRICE BID SCHEDULE

Item No.	Description & Unit Price in Words	Unit Price	Total Price
1	CLEARING SITE, MOBILIZATION, DEMOBILIZATION QUANTITY: 1 Lump Sum <u>Unit Price per Lump Sum:</u> <u>seventy two thousand</u> Dollars <u>zero</u> Cents	\$ <u>72,000.-</u>	\$ <u>72,000.-</u>
2	UNIFORM TRAFFIC CONTROL OFFICER QUANTITY: 400 Hours <u>Unit Price per Hour:</u> <u>One Hundred and Forty-Five</u> Dollars <u>Zero</u> Cents	<u>\$145.00</u>	<u>\$58,000.00</u>
3	EXCAVATION, UNCLASSIFIED QUANTITY: 30 Cubic Yards <u>Unit Price per CY:</u> <u>fifty</u> Dollars <u>zero</u> Cents	\$ <u>50.-</u>	\$ <u>1,500.-</u>
4	DENSE-GRADED AGGREGATE BASE COURSE, 8" THICK QUANTITY: 52 Square Yards <u>Unit Price per SY:</u> <u>twenty</u> Dollars <u>zero</u> Cents	\$ <u>20.-</u>	\$ <u>1,040.-</u>
5	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK QUANTITY: 10 Tons <u>Unit Price per Ton:</u> <u>one hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>150.-</u>	\$ <u>1,500.-</u>

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Item No.	Description & Unit Price in Words	Unit Price	Total Price
6	HOT MIX ASPHALT 12.5M64 BASE COURSE, 8" THICK QUANTITY: 30 Tons <u>Unit Price per Ton:</u> <u>one hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>150.-</u>	\$ <u>4,500.-</u>
7	RIVER JACKS GRAVEL, 3"-5" DIA. WITH FILTER FABRIC QUANTITY: 50 Cubic Yards <u>Unit Price per CY:</u> <u>one hundred eighty</u> Dollars <u>zero</u> Cents	\$ <u>180.-</u>	\$ <u>9,000.-</u>
8	12" REINFORCED CONCRETE PIPE, CLASS V QUANTITY: 74 Linear Feet <u>Unit Price per LF:</u> <u>one hundred twenty five</u> Dollars <u>zero</u> Cents	\$ <u>125.-</u>	\$ <u>9,250.-</u>
9	15" REINFORCED CONCRETE PIPE QUANTITY: 15 Linear Feet <u>Unit Price per LF:</u> <u>one hundred sixty five</u> Dollars <u>zero</u> Cents	\$ <u>165.-</u>	\$ <u>2,475.-</u>
10	4" PERFORATED SCH. 80 PVC UNDERDRAIN QUANTITY: 2,265 Linear Feet <u>Unit Price per LF:</u> <u>forty nine</u> Dollars <u>zero</u> Cents	\$ <u>49.-</u>	\$ <u>110,985.-</u>
11	4" SOLID SCH. 80 PVC UNDERDRAIN QUANTITY: 255 Linear Feet <u>Unit Price per LF:</u> <u>thirty six</u> Dollars <u>zero</u> Cents	\$ <u>36.-</u>	\$ <u>9,180.-</u>

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

Item No.	Description & Unit Price in Words	Unit Price	Total Price
12	INLET, TYPE "A" QUANTITY: 1 Unit <u>Unit Price per Unit:</u> <u>two thousand six hundred</u> Dollars <u>zero</u> Cents	\$ <u>2,600.-</u>	\$ <u>2,600.-</u>
13	INLET, TYPE "B" QUANTITY: 3 Units <u>Unit Price per Unit:</u> <u>three thousand five hundred</u> Dollars <u>zero</u> Cents	\$ <u>3,500.-</u>	\$ <u>10,500.-</u>
14	INLET CONVERTED TO MANHOLE QUANTITY: 1 Unit <u>Unit Price per Unit:</u> <u>two thousand five hundred</u> Dollars <u>zero</u> Cents	\$ <u>2,500.-</u>	\$ <u>2,500.-</u>
15	N-ECO CURB PIECE QUANTITY: 3 Units <u>Unit Price per Unit:</u> <u>four hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>450.-</u>	\$ <u>1,350.-</u>
16	BICYCLE SAFE GRATE QUANTITY: 4 Units <u>Unit Price per Unit:</u> <u>four hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>450.-</u>	\$ <u>1,800.-</u>
17	CLEANOUT QUANTITY: 70 Units <u>Unit Price per Unit:</u> <u>four hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>450.-</u>	\$ <u>31,500.-</u>

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
18	4' HIGH SOLID PVC FENCE QUANTITY: 260 Linear Feet <u>Unit Price per LF:</u> <div> <div>fifty</div> <div>zero</div> <div>Dollars</div> <div>Cents</div> </div>	<div>\$ 50.-</div>	<div>\$ 13,000.-</div>
19	RELOCATE EXISTING 4' POST & RAIL FENCE QUANTITY: 60 Linear Feet <u>Unit Price per LF:</u> <div> <div>fifty</div> <div>zero</div> <div>Dollars</div> <div>Cents</div> </div>	<div>\$ 50.-</div>	<div>\$ 3,000.-</div>
20	POROUS ASPHALT SIDEWALK QUANTITY: 1,190 Square Yards <u>Unit Price per SY:</u> <div> <div>eighty four</div> <div>zero</div> <div>Dollars</div> <div>Cents</div> </div>	<div>\$ 84.-</div>	<div>\$ 99,960.-</div>
21	CONCRETE SIDEWALK, 4" THICK QUANTITY: 225 Square Yards <u>Unit Price per SY:</u> <div> <div>seventy two</div> <div>zero</div> <div>Dollars</div> <div>Cents</div> </div>	<div>\$ 72.-</div>	<div>\$ 16,200.-</div>
22	HOT MIX ASPHALT DRIVEWAY, 2" THICK QUANTITY: 300 Square Yards <u>Unit Price per SY:</u> <div> <div>fifty</div> <div>zero</div> <div>Dollars</div> <div>Cents</div> </div>	<div>\$ 50.-</div>	<div>\$ 15,000.-</div>
23	CONCRETE DRIVEWAY, REINFORCED, 6" THICK QUANTITY: 36 Square Yards <u>Unit Price per SY:</u> <div> <div>one hundred</div> <div>zero</div> <div>Dollars</div> <div>Cents</div> </div>	<div>\$ 100.-</div>	<div>\$ 3,600.-</div>

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Item No.	Description & Unit Price in Words	Unit Price	Total Price
24	DETECTABLE WARNING SURFACE QUANTITY: 12 Square Yards <u>Unit Price per SY:</u> <u>three hundred</u> Dollars <u>zero</u> Cents	\$ <u>300.-</u>	\$ <u>3,600.-</u>
25	8" X 9" X 18" CONCRETE VERTICAL CURB QUANTITY: 2,740 Linear Feet <u>Unit Price per LF:</u> <u>thirty nine</u> Dollars <u>zero</u> Cents	\$ <u>39.-</u>	\$ <u>106,860.-</u>
26	CURB WALL, 1' HIGH MAX. QUANTITY: 30 Linear Feet <u>Unit Price per LF:</u> <u>one hundred seventy</u> Dollars <u>zero</u> Cents	\$ <u>170.-</u>	\$ <u>5,100.-</u>
27	TRAFFIC MARKING LINES, 6" THERMOPLASTIC QUANTITY: 2,290 Linear Feet <u>Unit Price per LF:</u> <u>one</u> Dollars <u>eighty</u> Cents	\$ <u>1.80</u>	\$ <u>4,122.-</u>
28	TRAFFIC MARKING LINES, 8" THERMOPLASTIC QUANTITY: 440 Linear Feet <u>Unit Price per LF:</u> <u>two</u> Dollars <u>fifty</u> Cents	\$ <u>2.50</u>	\$ <u>1,100.-</u>
29	TRAFFIC MARKING LINES, 24" THERMOPLASTIC QUANTITY: 75 Linear Feet <u>Unit Price per LF:</u> <u>ten</u> Dollars <u>zero</u> Cents	\$ <u>10.-</u>	\$ <u>750.-</u>

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

Item No.	Description & Unit Price in Words	Unit Price	Total Price
30	REGULATORY AND WARNING SIGN QUANTITY: 48 Square Feet <u>Unit Price per SF:</u> <u>fourty five</u> Dollars <u>zero</u> Cents	\$ <u>45.-</u>	\$ <u>2,160.-</u>
31	RELOCATE SIGN QUANTITY: 12 Units <u>Unit Price per Unit:</u> <u>one hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>150.-</u>	\$ <u>1,800.-</u>
32	PEDESTRIAN CROSSING SIGN WITH RRFB QUANTITY: 1 Lump Sum <u>Unit Price per Lump Sum:</u> <u>twenty five thousand seven hundred</u> Dollars <u>zero</u> Cents	\$ <u>25,700.-</u>	\$ <u>25,700.-</u>
33	RESET WATER VALVE (IF AND WHERE DIRECTED) QUANTITY: 3 Units <u>Unit Price per Unit:</u> <u>two hundred</u> Dollars <u>zero</u> Cents	\$ <u>200.-</u>	\$ <u>600.-</u>
34	RESET GAS VALVE (IF AND WHERE DIRECTED) QUANTITY: 3 Units <u>Unit Price per Unit:</u> <u>two hundred</u> Dollars <u>zero</u> Cents	\$ <u>200.-</u>	\$ <u>600.-</u>
35	TREE REMOVAL, OVER 6" TO 12" DIAMETER QUANTITY: 6 Units <u>Unit Price per Unit:</u> <u>three hundred fifty</u> Dollars <u>zero</u> Cents	\$ <u>350.-</u>	\$ <u>2,100.-</u>

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Item No.	Description & Unit Price in Words	Unit Price	Total Price
36	<p>TREE REMOVAL, OVER 12" TO 18" DIAMETER QUANTITY: 3 Units Unit Price per Unit:</p> <p><u>seven hundred</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>700.-</u></p>	<p>\$ <u>2,100.-</u></p>
37	<p>TREE REMOVAL, OVER 18" TO 24" DIAMETER QUANTITY: 1 Unit Unit Price per Unit:</p> <p><u>one thousand two hundred</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>1,200.-</u></p>	<p>\$ <u>1,200.-</u></p>
38	<p>TREE REMOVAL, OVER 36" DIAMETER QUANTITY: 2 Units Unit Price per Unit:</p> <p><u>three thousand two hundred</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>3,200.-</u></p>	<p>\$ <u>6,400.-</u></p>
39	<p>TOPSOIL SPREADING, 4" THICK QUANTITY: 1,990 Square Yards Unit Price per SY:</p> <p><u>five</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>5.-</u></p>	<p>\$ <u>9,950.-</u></p>
40	<p>FERTILIZING AND SEEDING, TYPE G QUANTITY: 1,990 Square Yards Unit Price per SY:</p> <p><u>one</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>1.-</u></p>	<p>\$ <u>1,990.-</u></p>
41	<p>STRAW MULCHING QUANTITY: 1,990 Square Yards Unit Price per SY:</p> <p><u>one</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>1.-</u></p>	<p>\$ <u>1,990.-</u></p>

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Item No.	Description & Unit Price in Words	Unit Price	Total Price
42	<p>GREEN GIANT ARBORVITAE, 8'-9' HIGH, B&B QUANTITY: 50 Units Unit Price per Unit:</p> <p><u>eight hundred</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>800.-</u></p>	<p>\$ <u>40,000.-</u></p>
43	<p>BAR HARBOR JUNIPER, 15"-18" SPREAD, #2 CONTAINER QUANTITY: 10 Units Unit Price per Unit:</p> <p><u>one hundred ten</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>110.-</u></p>	<p>\$ <u>1,100.-</u></p>
44	<p>ALLEGHANY, 30"-36" HIGH, #5 CONTAINER QUANTITY: 5 Units Unit Price per Unit:</p> <p><u>two hundred twenty five</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>225.-</u></p>	<p>\$ <u>1,125.-</u></p>
45	<p>OTTO LUYKEN, 24"-30" HIGH, #5 CONTAINER QUANTITY: 11 Units Unit Price per Unit:</p> <p><u>two hundred thirty</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>230.-</u></p>	<p>\$ <u>2,530.-</u></p>
46	<p>MISS KIM LILAC, 24"-30" HIGH, #5 CONTAINER QUANTITY: 6 Units Unit Price per Unit:</p> <p><u>one hundred fifty</u> Dollars <u>zero</u> Cents</p>	<p>\$ <u>150.-</u></p>	<p>\$ <u>900.-</u></p>

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47	GRAVITY WALL QUANTITY: 220 Linear Feet <i>Unit Price per LF:</i> <u>one hundred thirty</u> Dollars <u>zero</u> Cents	\$ <u>130.-</u>	\$ <u>28,600.-</u>
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TOTAL BASE BID: \$ 732,817.-

TOTAL BASE BID IN WORDS:

seven hundred thirty two thousand eight hundred seventeen Dollars

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

TOWNSHIP OF WEST WINDSOR
CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B
STOBBE LANE TO STEELE DRIVE
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

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

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

Acknowledged by Bidder

Name of Bidder:

Crossroads Paving

By Authorized Representative:

Arda Gomes

Signature:

Arda Gomes

Print Name and Title:

Arda Gomes, President

Date:

12/12/22

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**BID BOND***See Attached*

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

**CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B
STOBBE LANE TO STEELE DRIVE
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY**

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: _____
Witness

Principal

Surety

BY: _____
Witness

Attorney-in-Fact

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

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.

See Attached

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

LIST OF SUBCONTRACTORSTITLE OF BID: Cranbury Road (CR 615)
sidewalk Project - Phase 2BNAME OF BIDDER: Crossroads Paving

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
<u>Straight Edge Striping, LLC</u>	<u>201 Wilton Avenue</u> <u>Middlesex, NJ 08846</u>	<u>(732)</u> <u>302-3001</u>	<u>Line Striping</u>	<u>Traffic Markings Lines</u>
<u>Downes Tree Service, Inc.</u>	<u>65 Royal Avenue</u> <u>Hawthorne, NJ</u> <u>07506</u>	<u>(201)</u> <u>573-4209</u>	<u>Tree Removal</u>	<u>Tree Removal</u>

Plumbing and Gas Fitting and All Kindred Work:Name N/A Phone # _____

Address _____

License Number _____

Electrical Work:Name N/A Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:Name N/A Phone # _____

Address _____

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

Name _____ Phone # _____

Address _____

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Aida Gomes of the Municipality of Kearny in the County of
Hudson and the State of New Jersey of full age, being duly sworn
according to the law on my oath depose and say that:

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

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

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

Aida Gomes
Name of Contractor (Type or Print)
Aida Gomes President
Signature/Title

Subscribed and Sworn before me this

12 Day of December, 20 22

Aida Gomes
(Type or Print Name of Affiant)

[Signature]
Notary Public
My Commission Expires _____

DAVY GOMES
Notary Public, State of New Jersey
Comm. # 50054411
My Commission Expires 2/7/2027

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 05 - 09 - 19

Name and address of Officers: Arda Gomes 121 S. Midland Ave Kenilworth, NJ 07032

President: Arda Gomes

Vice President: _____

Secretary: _____

Treasurer: _____

CONTRACTOR'S EXPERIENCE

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

3 years

2. How many years' experience in this type of construction work has your organization had? 3 years

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

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

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

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

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

If so, where and why? N/A

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? N/A

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? N/A

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
	<u>N/A</u>	\$ _____
		\$ _____
		\$ _____
		\$ _____

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

See Attached

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

See Attached

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**CONSENT OF SURETY***See Attached*

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :
COUNTY OF Essex : SS:

I, Arda Gomes of the (City, Town, Township, Borough, etc.)
of Keamy in the County of Hudson and
the State of New Jersey of full age, being duly sworn
according to law on my oath depose and say that:

I am President
of the firm of Crossroads Paving
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:

Crossroads Paving
AC 12/12/22 (Name of Bidder)

Arda Gomes
(Also type or print name of affiant under signature)
Arda Gomes, President

Subscribed and sworn to before me this

12 day of Dec, 20 22.

Notary Public of

My commission expires _____, 20____.

DAVY GOMES
Notary Public, State of New Jersey
Comm. # 50054411
My Commission Expires 2/7/2027

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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:

Crossroads Paving

Organization

Address:

386 South Street Suite 169 Newark NJ 07105**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.)**

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
<i>Aida Gomes</i>	<i>121 S. Midland Ave Kenilworth, NJ 07032</i>

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.**

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the Township of West Windsor 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 the Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Anda Gomes</i>	Title:	<i>President</i>
Signature:	<i>Anda Gomes</i>	Date:	<i>12/12/12</i>

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**(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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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;

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

EXHIBIT B (Cont.)

women or the failure to refer minorities and women consistent with the targeted county employment goal, the Contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

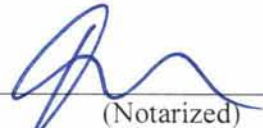
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

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

(D) The Contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signed by 
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of


(Notarized)

DAVY GOMES
Notary Public, State of New Jersey
Comm. # 50054411
My Commission Expires 2/7/2027

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**AGREEMENT**

This Contract made the _____ day of _____, 2022 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 **CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B STOBBE LANE TO STEELE DRIVE**. Performance by the Contractor is to be completed not later than **111** 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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**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, and Environment Impairment 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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

- (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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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 *Three Hundred Dollars (\$300.00) per day* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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, Ph. D.
Mayor

By: _____

Contractor

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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 12th day of December, 20 22

as a binding act in deed of

Crossroads Paving
Name of Organization

Aida Gomes
Authorized Signature & Title

Aida Gomes, President
Print Authorized Signature Name & Title

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

This PREVAILING WAGE AFFIDAVIT is signed this 12th day of

December, 20 22

as a binding act in deed of

Crossroads Paving

Name of Organization

Arda Gomes

Authorized Signature & Title

Arda Gomes, President

Print Authorized Signature Name & Title

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

**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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

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

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

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

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

NOW, if the said _____

shall 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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

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

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

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

as SURETY are held and firmly bound into _____

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

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

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

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

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

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

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

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

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)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.


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

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

	Name	Not Registered	Registration Number
Bidder	<u>Crossroads Paving</u>	<u> </u>	<u>2344187</u>
(Subcontractor)	<u>Straight Edge Striping</u>	<u> </u>	<u>1291139</u>
(Subcontractor)	<u>Daines Tree Service</u>	<u> </u>	<u>0102867</u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>

Subscribed and sworn

Before me this 12 day
Of Dec 20 22.


Notary Public of

DAVY GOMES
Notary Public, State of New Jersey
Comm. # 50054411
My Commission Expires 2/7/2027


Signature
Davy Gomes, President
Name and Title
(type or print)

My Commission Expires , 20 .

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

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

Name	Not Registered	Registration Number
Bidder <u>Crossroads Paving</u>	_____	<u>726011</u>
(Subcontractor) <u>Straight Edge Striping</u>	_____	<u>653443</u>
(Subcontractor) <u>Downes Tree Service</u>	_____	<u>69143</u>
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this 12 day
of Dec 20 22.



Notary Public of _____




Signature
Ada Gomes, President
Name and Title
(type or print)

My Commission Expires _____, 20 _____

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRANProject Name: Cranbury Road (CR615) Sidewalk Project - Phase 2BBidder/Officer: Crossroads Paving

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the 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 party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

Attach Additional Sheets If Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Township of West Windsor is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the Township to notify the Township 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. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the Township, permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Aida GomesSignature: Aida GomesTitle PresidentDate: 12/12/22

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B



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

List Date: July 1, 2022

List printed on 10/05/2022 {<https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>}

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B**AMERICANS WITH DISABILITIES ACT**
MANDATORY LANGUAGEEqual 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.

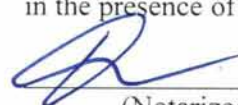
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees, 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
Aida Gomes, President

Signed, sealed and delivered
in the presence of

(Notarized)

DAVY GOMES
Notary Public, State of New Jersey
Comm. # 50054411
My Commission Expires 2/7/2027

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	<i>Crossroads Paving</i>
Address of Individual or Organization	<i>3800 South Street Suite 169 Newark NJ 07102</i>
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	<i>Ada Gomes</i>	Title:	<i>President</i>
Signature:	<i>Ada Gomes</i>	Date:	<i>12/12/22</i>

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization**Section A (Check the Box that applies)**

<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	<i>Aida Gomes</i>
Home Address (for Individual) or Business Address	<i>121 S. Midland Ave Raritan NJ 08862</i>
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Aida Gomes</i>	Title:	<i>President</i>
Signature:	<i>Aida Gomes</i>	Date:	<i>12/12/22</i>

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity

Business Address

Add additional sheets if necessary

OR



The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

Section B (skip if no business entities are listed in Section A of Part IV)			
<input type="checkbox"/>		Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV		Business Address	
Add additional Sheets if necessary			
OR			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
Section C – Part IV Certification			
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	Aida Gomes	Title:	President
Signature:	<i>Aida Gomes</i>	Date:	12/12/22

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE

Cranbury Road (CR615) Sidewalk Project - Phase 2B

CONTRACT / BID SOLICITATION No.

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR



I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Rich Lamm
Signature of Vendor's Authorized Representative

12/12/22
Date

Aida Gomes, President
Print Name and Title of Vendor's Authorized Representative

Crossroads Paving
Vendor Name

973-902-6002
Vendor Phone Number

386 South Street Suite 169 Newark NJ
Vendor Address (Street Address)

973-860-4848
Vendor Fax Number

07105
Vendor Address (City/State/Zip Code)

const@crossroadspaving.co
Vendor Email Address for Authorized Representative

¹ Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

CRANBURY ROAD (CR 615) SIDEWALK PROJECT – PHASE 2B

BIDDERS SAFETY ACKNOWLEDGMENT

The undersigned hereby states that as a principal of the firm submitting this proposal, he or she is fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this project and that he or she shall instruct his or her personnel to follow these regulations. These regulations include, but not limited to, the regulations concerning Trench Excavation, Competent Persons and Confined Space Regulations.


If it is observed by an official representative of the municipality that these safety regulations are not being followed and there exists a potential serious safety deficiency that could result in accident, I acknowledge that this municipal representative may stop the project until the safety deficiency is corrected without any claim for additional compensation by this firm.


WITNESS OR ATTESTED BY


SIGNATURE

12/12/22
DATE

Crossroads Paving
NAME OF ORGANIZATION


PRINT NAME AND TITLE OF PERSON SIGNING

(Must be signed and submitted with Bid Proposal)

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

BID BOND

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

Crossroads Paving as Principal, and First Indemnity of America Insurance Company as Surety, are

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

10% of bid, not to exceed \$20,000.00 (\$ xxxxxxxxxxxxxxxx) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 13th day of December, 2022.

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

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B
STOBBE LANE TO STEELE DRIVE
WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY

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.

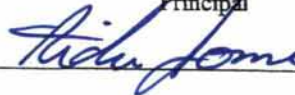
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____


Witness

Crossroads Paving

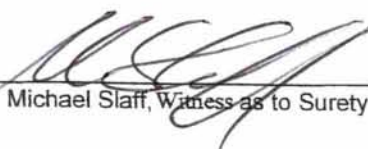
Principal



First Indemnity of America Insurance Company

Surety

BY: _____


Michael Slaff, Witness as to Surety

Christina Van Lenten
Christina Van Lenten, Attorney-in-Fact

CRANBURY ROAD (CR 615) SIDEWALK PROJECT - PHASE 2B

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 \$ 1.00 _____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

First Indemnity of America Insurance Company _____ Insurance Company,
Name
2740 Route 10 West, Ste. 205, Morris Plains, NJ 07950
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) Township of West Windsor
for (Project) Cranbury Road (CR 615) Sidewalk Project - Phase 2B from Stobbe Lane to Steele Drive
is awarded to (Bidder) Crossroads Paving

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 13th day of December, 20 22.

First Indemnity of America INSURANCE COMPANY
(Name)

By Christina Van Lenten
(Name) Christina Van Lenten
Attorney in Fact

SURETY ACKNOWLEDGMENT

State of New Jersey

County of Morris

On this 13th day of December 2022, before me personally came Christina Van Lenten to me known, who, being by me duly sworn, did depose and say that he/she is an attorney-in-fact of First Indemnity of America Insurance Company the corporation described in and which executed the within instrument; that he/she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolution thereof.

Lisa Faith McIlvaine

Notary Public

LISA FAITH MCILVAINE
Notary Public, State of New Jersey
Comm. # 2427894
My Commission Expires 12/14/2027

My commission expires

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**

2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: David H. Page, Gregory A. Frankel, Larry J. Chasin, Rachelle Hadden, Lisa F. McIlvaine, Christina Van Lenten, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.

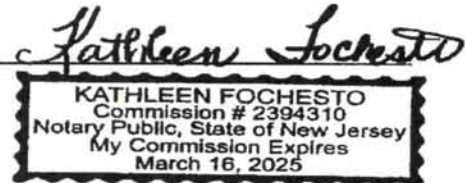


Patrick J. Lynch

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgements, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th day of December, 2022.



Jane E. Lynch
Jane E. Lynch, Secretary

FP0025946

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2021

Assets:

Bonds	\$ 7,087,025
Preferred & Common Stocks	5,476,740
Mortgage Loans	104,166
Real Estate	1,441,248
Cash and Short Term Investments	5,500,024
Investment Income Due and Accrued	92,340
Premiums in the Course of Collection (under 90 days)	368,738
Reinsurance Recoverable on Loss and LAE Payments	22,693
Deferred Tax Asset	469,034
Other Assets	89,639

Total Admitted Assets

\$ 20,651,647

Liabilities and Surplus:

Reserve for Loss and Loss Adjustment Expenses	6,060,993
Other Expenses	475,249
Taxes Licenses and Fees	(3,676)
Federal Income Tax Payable	-
Unearned Premium	1,655,374
Amounts Withheld or Retained for Others	1,642,004
Ceded Reinsurance Balances Payable	129,012
Security Deposits	21,664

Total Liabilities

9,980,620

Capital & Surplus:

Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	6,690,082

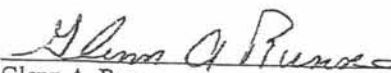
Surplus as Regards to Policyholders

10,671,027

Total Liabilities and Surplus

\$ 20,651,647

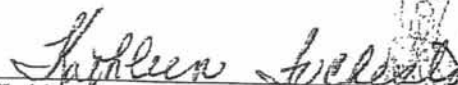
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2021, according to the best information, knowledge, and belief.

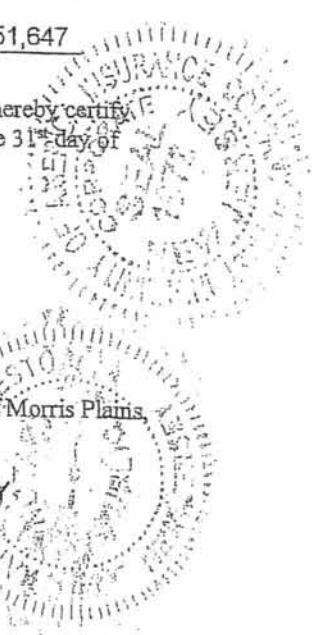

Glenn A. Runne
Chief Financial Officer

State of New Jersey)
County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2021.




Kathleen Fochesto
My Commission Expires March 16, 2025





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ADG CONTRACTING CORP
Trade Name:	CROSSROADS PAVING
Address:	40 WASHINGTON AVE BELLEVILLE, NJ 07109
Certificate Number:	2344187
Effective Date:	May 10, 2019
Date of Issuance:	March 18, 2020

For Office Use Only:

20200318162755698

Certificate Number
726011

Registration Date: 09/27/2022
Expiration Date: 09/26/2023



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):

Aida Gomes, President

A handwritten signature in cursive script, appearing to read "R Asaro-Angelo".

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

Crossroads Paving
2022

NON TRANSFERABLE

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



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY
Trade Name:	
Address:	201 WILTON AVE MIDDLESEX, NJ 08846
Certificate Number:	1241139
Effective Date:	June 05, 2006
Date of Issuance:	May 13, 2019

For Office Use Only:

20190513095529551

Certificate Number
653443

Registration Date: 09/28/2022
Expiration Date: 09/27/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

Straight Edge Striping LLC

Responsible Representative(s):
Andrew Altobelli, President

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

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

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: KEVIN DOWNES TREE SERVICE CO., INC

Trade Name:

Address: 65 ROYAL AVENUE
HAWTHORNE, NJ 07506

Certificate Number: 0102867

Date of Issuance: October 31, 2006

For Office Use Only:

20061031124935241

Certificate Number
69143

Registration Date: 04/22/2021
Expiration Date: 04/21/2023



State of New Jersey

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

Public Works Contractor Registration Act

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

Kevin Downes Tree Service Co., Inc.

Responsible Representative(s):
Kevin Downes, President

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

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

NON TRANSFERABLE

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

Contracts - COMPLETE and ON-GOING

P or S Prime/Sub	Contracted By	Engineer/Inspector	Project Description	Contracted Amount	Start Date	Completion Date	Final Amount
P	Borough of Bernardsville 166 Mine Brook Road Bernardsville NJ 07924 908.766.3000	Ferriero Engineering, Inc. 180 Main St, Chester, NJ 07930 Robert Brightly 908.879.6209	Project: Lindabury Ave & Hull Road Improvement Program Location: Bernardsville, NJ Scope: R&R Storm Sewer, Complete Road Reconstruction	\$788,231	Jun-2020	Aug-2020	TBD
P	Borough of Bernardsville 166 Mine Brook Road Bernardsville NJ 07924 908.766.3000	Ferriero Engineering, Inc. 180 Main St, Chester, NJ 07930 Robert Brightly 908.879.6209	Project: Lloyd Road Drainage Improvements Location: Bernardsville, NJ Scope: R&R Storm Sewer, Complete Road Reconstruction	\$169,960	Jun-2020	Aug-2020	TBD
P	City of Summit 512 Springfield Ave Summit, NJ 07901	Aaron J. Schragar 908.277.9440	Project: Free Market Building Location: Summit, NJ Scope: Install Septic Tank & Connect	\$37,800	Mar-2020	Mar-2020	\$37,800
P	Borough of Wharton 10 Robert St Wharton, NJ 07885	CHA Christopher Borinski 973.538.2120	Project: Well #3 Main Line Valve Install Location: Wharton, NJ	\$11,500	Jun-2020	Dec-2020	TBD
P	Borough of Wharton 10 Robert St Wharton, NJ 07885	CHA Christopher Borinski 973.538.2120	Project: Well #3 Valve Chamber Improvements Location: Wharton, NJ	\$29,600	Jun-2020	Dec-2020	TBD
P	Township of Union 1976 Morris Ave Union, NJ 07083	William J. Hoover Project Manager 732.947.9065	Project: 2020 Road Improvement Program - PH1 Location: Union, NJ Scope: Complete Road Reconstruction Various Locations	\$1,649,519	Sep-2020	Dec-2020	TBD
P	Township of Union 1976 Morris Ave Union, NJ 07083	William J. Hoover Project Manager 732.947.9065	Project: 2020 Road Improvement Program - PH2 Location: Union, NJ Scope: Complete Road Reconstruction Various Locations	\$1,729,171	May-2020	Sep-2020	TBD
S	D&L Paving Contractors, Inc. 675 Franklin Ave. Nutley, NJ 07110 973.667.7300	Remington & Vernick Engineers Richard G. Arango Tel: 201-624-2137 www.rve.com	Project: 2017-2018 CDBG Road Improvement Program Location: Bergenfield, NJ Scope: Install Sanitary & Storm Sewer	\$54,874	Oct-2019	Nov-2019	\$54,874
S	D&L Paving Contractors, Inc. 675 Franklin Ave. Nutley, NJ 07110 973.667.7300	Neglia Engineering Assoc 34 Park Ave, Lyndhurst, NJ 07071 201.939.8805	Project: Devon Road Improvements Location: Essex Fells, NJ Scope: Water Main Replacement	\$267,320	Sep-2019	May-2020	TBD
S	Regiment Construction 717 Bayway Avenue Elizabeth, NJ 07202	Fred Schneider Tel: 908-352-0019	Project: CLC Phase II Location: Lyons, NJ Scope: Excavate for Electrical conduit	\$6,800	Dec-2019	Dec-2019	\$6,800
S	D&L Paving Contractors, Inc. 675 Franklin Ave. Nutley, NJ 07110 973.667.7300	T&M Associates 732.241.3076	Project: 2019 Road Resurfacing Program Location: Englewood, NJ Scope: Curb & Sidewalk Replacement	\$65,722	May-2020	May-2020	\$65,722
S	Bayonne Durable Construction 85 East 2nd St Bayonne, NJ 07002 201.437.0703		Project: Ridge Crossing Location: Kearny, NJ Scope: Install complete storm, sanitary, and water system	\$343,714	Apr-2020	On-Going	TBD

Contracts - COMPLETE and ON-GOING

<u>P or S</u> <u>Prime/Sub</u>	<u>Contracted By</u>	<u>Engineer/Inspector</u>	<u>Project Description</u>	<u>Contracted Amount</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Final Amount</u>
S	H&S Construction & Mechanical 721 Bayway Ave. Elizabeth, NJ 07202 908.352.4345	Jamie Colucci, Project Manager 201.618.0126	Project: Forest Ave ES Location: Glen Ridge, NJ Scope: Trench & Backfill for Underground Electric	\$34,568	Dec-2019	Feb-2020	\$34,568
S	H&S Construction & Mechanical 721 Bayway Ave. Elizabeth, NJ 07202 908.352.4345	Jamie Colucci, Project Manager 201.618.0126	Project: Linden Ave ES Location: Glen Ridge, NJ Scope: Trench & Backfill for Underground Electric	\$34,568	Dec-2019	Feb-2020	\$34,568
S	H&S Construction & Mechanical 721 Bayway Ave. Elizabeth, NJ 07202 908.352.4345	Jamie Colucci, Project Manager 201.618.0126	Project: Weehawkin South Park Redevelopment Location: Weehawkin, NJ Scope: Install complete storm & sanitary sewer, and water service, Site earthwork & improvements	\$1,270,000	Sep-2019	Jun-2021	TBD
S	Pharos Enterprises LLC 879 Upper Main St South Amboy, NJ 08879 732.525.0302	Paul Zafirou, Project Manager 732.525.0302	Project Ramsey BOE office Relocation Location: Ramsey, NJ Scope: Install complete storm & sanitary sewer, Site earthwork & improvements	\$205,000	Mar-2020	Jan-2021	TBD
S	Pharos Enterprises LLC 879 Upper Main St South Amboy, NJ 08879 732.525.0302	Paul Zafirou, Project Manager 732.525.0302	Project Classroom Addition Wesley D. Tisdale ES Location: Ramsey, NJ Scope: Install complete storm & sanitary sewer, Site earthwork & improvements	\$326,000	May-2020	May-2021	TBD
S	Regiment Construction 717 Bayway Avenue Elizabeth, NJ 07202	Fred Schneider Tel: 908-352-0019	Project: CLC Phase IV Location: Lyons, NJ Scope: Earthwork, Install Storm Drainage, Install site concrete & asphalt paving	\$131,498	Dec-2019	Jun-2021	TBD
S	Grove Contracting, LLC 70 Durrell St Verona, NJ 07044	Michael Ciccarelli 973.534.2003 mike@grovecont.com	Project Mt Tabor Rd Firehouse Location: Parsippany-Troy Hills, NJ Scope: Building demo, Install complete storm, sanitary, and water system	\$305,000	Mar-2020	Mar-2021	TBD
S	Contracting 155-161 Pennsylvania Ave Paterson, NJ 07503	APS Contracting, 973-754-1980	Project Hendrick's Golf Course Location: Belleville, NJ	\$234,315	Sep-2021	On-Going	TBD
S	Contracting 155-161 Pennsylvania Ave Paterson, NJ 07503	APS Contracting, 973-754-1980	Project Seth Boyden & Tuscan Elementary Schools Location: SOUTH ORANGE AND MAPLEWOOD	\$650,000	Jul-2021	On-Going	TBD

Contracts - COMPLETE and ON-GOING

<u>P or S</u> <u>Prime/Sub</u>	<u>Contracted By</u>	<u>Engineer/Inspector</u>	<u>Project Description</u>	<u>Contracted Amount</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Final Amount</u>
S	H&S Construction & Mechanical 721 Bayway Ave. Elizabeth, NJ 07202 908.352.4345	Jamie Colucci, Project Manager 201.618.0126	Project: Sewer Improvements & New Toilet Facility @ Lake Hopatcong Location: Roxbury, NJ	\$689,534	Mar-2021	Completed	\$689,534
P	Township of Union 1976 Morris Ave Union, NJ 07083	William J. Hoover Project Manager 732.947.9065	Project: 2021 Road Program Phase II Location: Union, NJ	\$1,993,616	Apr-2021	On-Going	TBD
P	Township of Union 1976 Morris Ave Union, NJ 07083	William J. Hoover Project Manager 732.947.9065	Project: Lehigh Avenue Phase I Location: Union, NJ	\$952,541	Apr-2021	On-Going	TBD
P	Township of Bridgewater 100 Commons Way Bridgewater, NJ 08807	Anthony Gallo Engineering Manager 908-725-6300 x 5514	Project: 2021-1 Roadway Improvement Project Location: Bridgewater, NJ	\$604,937	Jul-2021	Completed	TBD
P	Township of Bridgewater 100 Commons Way Bridgewater, NJ 08807	Anthony Gallo Engineering Manager 908-725-6300 x 5514	Project: 2021-3 Roadway Improvement Project Location: Bridgewater, NJ	\$1,119,063	Jul-2021	Completed	TBD
P	Borough of Netcong 23 Maple Avenue, NJ 07857	Samantha Anello Mott Macdonald Engineering 908-238-5032	Project: Brookside Rd, Locust Rd, Dogwood Road And Helen Way Improvements Location: Netcong, NJ	\$251,866	Nov-2020	On-Going	TBD
P	Borough of Netcong 23 Maple Avenue, NJ 07857	Samantha Anello Mott Macdonald Engineering 908-238-5032	Project: Elm Street Water Main replacements Location: Netcong, NJ	\$105,875	May-2021	On-Going	TBD
P	City of Newark 920 Broad Street, NJ 07102	Johnny Lopez Project Manager 973-256-4965	Project: Soil Removal and Disposal Services 63 Newark St Location: Newark, NJ	\$1,124,900	Dec-2021	On-Going	TBD
P	City of Summit 512 Springfield Ave, Summit, NJ 07901	Calvin Masella Engineer (Boswell Engineering) 201-641-0770	Project: Butler Parkway Improvement Project Location: Summit, NJ	\$707,457	Feb-2021	Completed	TBD
P	Town of Secaucus 1203 Paterson Plank Road, Secaucus, NJ 07094	Donald Norbut Project Manager (Remington & Vernick Engineering) 201-641-0770	Project: Golden Ave Rehabilitation Location: Secaucus, NJ	\$358,754	Nov-2020	Completed	TBD
P	Town of Secaucus 1203 Paterson Plank Road, Secaucus, NJ 07094	Jennifer Modi Township Engineer 201-617-5913	Project: 2020 Road Program 6th Street Location: Secaucus, NJ	\$233,773	Aug-2020	Completed	TBD
P	Borough of Somerville 25 WEST END AVENUE SOMERVILLE, NJ 08876	Peter Black Dewberry Engineers INC. 973-576-9677	Project: N. Middaugh St Roadway Improvements Location: Somerville, NJ	\$317,585	Jan-2021	Completed	TBD

Contracts - COMPLETE and ON-GOING

<u>P or S</u> Prime/Sub	<u>Contracted By</u>	<u>Engineer/Inspector</u>	<u>Project Description</u>	<u>Contracted Amount</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Final Amount</u>
P	Township of Union 1976 Morris Ave Union, NJ 07083	William J. Hoover Project Manager 732.947.9065	Project: 2021 Road Program Phase V Location: Union, NJ	\$988,705	Jul-2020	Completed	TBD

Schedule of Trucks, Vehicles and Heavy Equipment Owned

No.	Type	Make	Model	Year
1	Tri-axle tractor	Mack	RW713	1987
2	Tandem tractor	Mack	RW713	1987
3	Tri-axle Dump truck	Mack	CL713	2000
4	Dump truck	Mack	RW713	1987
5	Dump truck	Mack	RD690S	1994
6	Tri-axle Dump truck	Mack	CL713	2000
7				
8	Tri-axle Dump truck	Mack	RD68SX	1998
9				
10	Tri-axle Dump truck	Mack	CL713	1997
11				
12	Tri-axle Dump truck	Sterling	Sterling	2000
13	Tri-axle Dump truck	Mack	RW713	1989
14	Tri-axle Dump truck	Mack	RD688S	1996
15	Roll off	Volvo	VLG	2000
16	Single axle	Mack	R600	1970
17	Mason Dump	Ford	F550	2000
18	Pick up	Ford	F350	2012
19	Flat Bed	Ford	F550	2000
20	Soil compactor	Ingersoll Rand	SP48-DD	
21	Soil compactor	Ingersoll Rand	SP48-D	

Schedule of Trucks, Vehicles and Heavy Equipment Owned

No.	Type	Make	Model	Year
22	Compressor	Ingersoll Rand	185	
23	Pick up	Ford	F250	2012
24	Backhoe	Komatsu	WB-150	
25	Compressor	Ingersoll Rand	185	
26	Skid Steer	Caterpillar	268B	
26A	Skid Steer Milling Attachment	Caterpillar	PC206	
27	Compressor	Ingersoll Rand	185	
28	Mason Dump	Ford	F350	2002
29	Garbage Truck	Mack	381	1984
30	Screener	Read Screen	CV90-D	
31	Trench Roller	Ingersoll Rand	TC-13	
32	Roller	Bomag	BW120 AD-2	
33				
34				
35	Backhoe	Caterpillar	420E	
36	Mini Excavator	Caterpillar	305DCR	
37				
38	Excavator	Komatsu	PC78MR-6	
39	Excavator	Caterpillar	303CR	
40				
41	Backhoe	Caterpillar	420Dit	

Schedule of Trucks, Vehicles and Heavy Equipment Owned

No.	Type	Make	Model	Year
42	Backhoe	Caterpillar	426B	
43	Excavator	Komatsu	PC138	
44	Excavator	Caterpillar	EL240B	
45	Loader	Komatsu	WA250-3MC	
46				
47	Excavator	Komatsu	PC228 USLC-350	
48				
49	Loader	Kawasaki	70-24	
50	Pick up	Ford	F250	2000
51	Mason Dump	Ford	F350	1999
52				
53	Mason Dump	Isuzu	NPR	2002
54	Pick up	Ford	F350	2001
55				
56				
57				
58	Pick up	Ford	F350	1999
59				
60	Pick up	Ford	F350	1999
61	Mason Dump	Nissan	UD 1400	2007
62	Pick up	Ford	F250	2003

Schedule of Trucks, Vehicles and Heavy Equipment Owned

No.	Type	Make	Model	Year
63	Sweeper	Laymor	8HC	
64	Service Truck	Ford	F450	2000
65	Asphalt Zipper			
66	Excavator	Komatsu	PC78MR-6	
67	Dozer	Komatsu	D37P-1	
68				
69	Roller	Ingersoll Rand	DD-22	
70	Milling Machine	Wirtgen	W2000	
71				
72	Dozer	Komatsu	D37P-1	
73	Loader	Komatsu	WA200	
74	Loader	Komatsu	WA250-1	
75	Soil compactor	Ingersoll Rand	SD-40D	
76	Asphalt Compactor	Hyster	C766	
77				
78	Paver	Blow-Knox	PF-5510	
79				
80	Paver	Blow-Knox	PF-5510	
81	Trench Roller	Wacker	RT-820	
82	Trench Roller	Wacker	RT-820	
83	Excavator	Komatsu	PC200LC-6	

Schedule of Trucks, Vehicles and Heavy Equipment Owned

No.	Type	Make	Model	Year
84	Loader	Komatsu	WA300-1	
85	Excavator	Komatsu	PC400LC-3	
86	Trench Roller	Wacker	RT-820	
87	Asphalt Compactor	Ingersoll Rand	DD-32	
88	Excavator	Komatsu	PC138 USLC2	
89	Flat Bed	Mack	MS250	1986
90	Loader	Komatsu	WA200-1	
91	Excavator	Komatsu	PC138 USLC2	
92				
93				
94	Pick up	FORD	F350	2001
95	Pick up	Ford	F250	2011
96	Pick up	Ford	F350	2011
97	Excavator	Komatsu	PC88MR-8	2012
98	Excavator	Komatsu	PC88MR-8	2012
99				
100	Sweeper	Terramite	TSS38	
101	Dozer	Komatsu	D37PX-21A	
102				
103				
104	Flat Bed	International	4700	1998

Schedule of Trucks, Vehicles and Heavy Equipment Owned

No.	Type	Make	Model	Year
105				
106	Tag along trailer	Towmaster	20 ton	1993
107				
108	Trailer	Talbert	Lowboy	1996
109				
110	Wood Chipper	Woodsman	2012	
111	Excavator	Volvo	EC210B LC	
112	Generator	MQ Power	Whisperwatt 25	
113	Backhoe	Caterpillar	420Dit	
114	Grader	Huber	F1500	
115	Roller	Ingersoll Rand	SP-56	
116				
117	Paver	Blow-Knox	PF4410	
118	Paver	Blow-Knox	PF-500	
119	Sweeper	Laymor	6HB	
120	Sweeper	Mobil		
121	Crusher	Extec	Pit-bull	
122	Green Sweeper	Laymor		
123	Forklift	Lull	644 Highlander	
124	Compactor	Ray-go	Rascal	
125	Roller	Ingersoll Rand	DD-90HF	

Schedule of Trucks, Vehicles and Heavy Equipment Owned

No.	Type	Make	Model	Year
126	Roller	Vibromax	W365	
127	Roller	Case	W102	
128	Compressor	Ingersoll Rand	185	
129	Backhoe	Caterpillar	420Fit	
130	Dozer	Komatsu	D39PX-21	
131	Trench Roller	Wacker	RT-820	
132	Roller	Ingersoll Rand	DD-24	
133	Mini Excavator	Komatsu	PC45R-8	
134	Hydro Seeder			
135	WaterTruck	International	1954	1982
136	BackHoe	Caterpillar	420D	
	Trailer			1969
	Hammer	TH	CGXS100	2017
	Dump Trailer	Montone	T002960	