

| Bid Results - Wednesday, September West Windsor 2020 Sidewalk Repair Program West Windsor Township, Mercer County, NJ BASE BID - Concrete Sidewalk Repair | | | | Engineer's Estimate | | Captain Construction, Inc. South River, NJ | | M.N.C. Concrete, LLC Waretown, NJ | | Nava Construction, LLC North Brunswick, NJ | | Diamond Const. Brick, NJ | |
|--|--------------------------|------|------------|---------------------|--------------|---|--------------|--------------------------------------|--------------|---|--------------|-----------------------------|--------------|
| Item # | Description | Unit | Quantities | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| 1 | Concrete Sidewalk Repair | SF | 7000 | \$ 10.00 | \$ 70,000.00 | \$ 8.47 | \$ 59,290.00 | \$ 9.44 | \$ 66,080.00 | \$ 9.75 | \$ 68,250.00 | \$ 13.90 | \$ 97,300.00 |
| | | | | TOTAL | \$ 70,000.00 | TOTAL | \$ 59,290.00 | TOTAL | \$ 66,080.00 | TOTAL | \$ 68,250.00 | TOTAL | \$ 97,300.00 |

| ADD ALT.#1 - Additional Concrete Walk Repair | | | | Engineer's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | |
|---|--------------------------|------|------------|---------------------|--------------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|
| Item # | Description | Unit | Quantities | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| A-1 | Concrete Sidewalk Repair | SF | 2000 | \$ 10.00 | \$ 20,000.00 | \$ 8.47 | \$ 16,940.00 | \$ 9.44 | \$ 18,880.00 | \$ 7.75 | \$ 15,500.00 | \$ 13.90 | \$ 27,800.00 |
| | | | | TOTAL | \$ 20,000.00 | TOTAL | \$ 16,940.00 | TOTAL | \$ 18,880.00 | TOTAL | \$ 15,500.00 | TOTAL | \$ 27,800.00 |

| ADD ALT.#2 - Additional Concrete Walk Repair | | | | Engineer's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | |
|---|--------------------------|------|------------|---------------------|--------------|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|-----------------------|---------------|
| Item # | Description | Unit | Quantities | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| A-2 | Concrete Sidewalk Repair | SF | 500 | \$ 10.00 | \$ 5,000.00 | \$ 8.47 | \$ 4,235.00 | \$ 9.44 | \$ 4,720.00 | \$ 10.00 | \$ 5,000.00 | \$ 13.90 | \$ 6,950.00 |
| | | | | TOTAL | \$ 5,000.00 | TOTAL | \$ 4,235.00 | TOTAL | \$ 4,720.00 | TOTAL | \$ 5,000.00 | TOTAL | \$ 6,950.00 |
| TOTAL BASE BID | | | | TOTAL | \$ 70,000.00 | TOTAL | \$ 59,290.00 | TOTAL | \$ 66,080.00 | TOTAL | \$ 68,250.00 | TOTAL | \$ 97,300.00 |
| TOTAL (BASE BID + ALT. No. 1) | | | | TOTAL | \$ 90,000.00 | TOTAL | \$ 76,230.00 | TOTAL | \$ 84,960.00 | TOTAL | \$ 83,750.00 | TOTAL | \$ 125,100.00 |
| TOTAL (BASE BID + ALT. No. 1 & No. 2) | | | | TOTAL | \$ 95,000.00 | TOTAL | \$ 80,465.00 | TOTAL | \$ 89,680.00 | TOTAL | \$ 88,750.00 | TOTAL | \$ 132,050.00 |

| A. Taktoon Concrete Corp. South River, NJ | | Abhzeen Design Toms River, NJ | | T. Fiotakis Construction, LLC Edison, NJ | | M&T Quality Const., LLC Mt. Laurel, NJ | | S. Batata Parlin, NJ | | A&A Curbing, Inc. South River, NJ | |
|--|---------------------|----------------------------------|----------------------|---|----------------------|---|----------------------|-------------------------|----------------------|--------------------------------------|----------------------|
| Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount | Unit Price | Amount |
| \$ 12.00 | \$ 84,000.00 | \$ 14.74 | \$ 103,180.00 | \$ 17.00 | \$ 119,000.00 | \$ 16.70 | \$ 116,900.00 | \$ 20.00 | \$ 140,000.00 | \$ 20.00 | \$ 140,000.00 |
| TOTAL | \$ 84,000.00 | TOTAL | \$ 103,180.00 | TOTAL | \$ 119,000.00 | TOTAL | \$ 116,900.00 | TOTAL | \$ 140,000.00 | TOTAL | \$ 140,000.00 |

| Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | |
|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|
| Unit Price | Amount |
| \$ 12.00 | \$ 24,000.00 | \$ 14.74 | \$ 29,480.00 | \$ 17.00 | \$ 34,000.00 | \$ 16.70 | \$ 33,400.00 | \$ 20.00 | \$ 40,000.00 | \$ 20.00 | \$ 40,000.00 |
| TOTAL | \$ 24,000.00 | TOTAL | \$ 29,480.00 | TOTAL | \$ 34,000.00 | TOTAL | \$ 33,400.00 | TOTAL | \$ 40,000.00 | TOTAL | \$ 40,000.00 |

| Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | | Contractor's Estimate | |
|-----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------|-----------------------|----------------------|
| Unit Price | Amount |
| \$ 15.00 | \$ 7,500.00 | \$ 14.74 | \$ 7,370.00 | \$ 17.00 | \$ 8,500.00 | \$ 16.70 | \$ 8,350.00 | \$ 20.00 | \$ 10,000.00 | \$ 20.00 | \$ 10,000.00 |
| TOTAL | \$ 7,500.00 | TOTAL | \$ 7,370.00 | TOTAL | \$ 8,500.00 | TOTAL | \$ 8,350.00 | TOTAL | \$ 10,000.00 | TOTAL | \$ 10,000.00 |
| TOTAL | \$ 84,000.00 | TOTAL | \$ 103,180.00 | TOTAL | \$ 119,000.00 | TOTAL | \$ 116,900.00 | TOTAL | \$ 140,000.00 | TOTAL | \$ 140,000.00 |
| TOTAL | \$ 108,000.00 | TOTAL | \$ 132,660.00 | TOTAL | \$ 153,000.00 | TOTAL | \$ 150,300.00 | TOTAL | \$ 180,000.00 | TOTAL | \$ 180,000.00 |
| TOTAL | \$ 115,500.00 | TOTAL | \$ 140,030.00 | TOTAL | \$ 161,500.00 | TOTAL | \$ 158,650.00 | TOTAL | \$ 190,000.00 | TOTAL | \$ 190,000.00 |

Date Signed: _____

9-2-20

BID FORM

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

RE: **WEST WINDSOR TOWNSHIP**
SIDEWALK REPAIR PROGRAM - 2020

This Bid will not be accepted after **September 2, 2020**, 11:00 am, prevailing time on, at which time all Bids will be publicly opened and read.

CAPTAIN CONSTRUCTION INC.

Name of Firm Submitting Bid

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

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

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

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

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

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

If a Corporation,

Name of Contractor CAPTAIN CONSTRUCTION INC.

Signature of Bidder [Signature]
Name LAURA AGNEU Title PRESIDENT

Business Address 104 GEORGE ST., SOUTH LIVEN, NJ 08882

Incorporated under the Laws of the State of NEW JERSEY

President LAURA AGNEU PRESIDENT
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: _____

(Affix Corporation Seal Here)

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

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

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

**WEST WINDSOR TOWNSHIP
SIDEWALK REPAIR PROGRAM - 2020**

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

| West Windsor Township Reference Number or Title of Addendum/Revision | | How Received (mail, fax, pick-up, etc.) | Date Received | Bidder's Initials |
|---|----------------------|--|------------------|----------------------|
| Notice, Revision or Addenda No. | Title or Description | | | |
| | | | | |
| | | | | |
| | <i>None</i> | | | |
| | | | | |
| | | | | |
| | | | | |

Acknowledged by Bidder

Name of Bidder: *Cherain Construction Inc.*

By Authorized Representative:

Signature: *Laura Abreu*

Print Name and Title: *LAURA ABRU - PRESIDENT*

Date: *09/01/2020*

BID ITEMS
WEST WINDSOR TOWNSHIP
2020 SIDEWALK REPAIR PROGRAM

BASE BID

| <u>ITEM #</u> | <u>SPEC. REFER. FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u> | <u>EXTENSION</u> |
|---|---------------------------------|--|---------------------|
| 1 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 7,000 SF @ \$ <u>8.47</u> PER SF | \$ <u>59,290.</u> — |
| <u>Eight dollars and forty seven cents</u> (Write out price) | | | |
| TOTAL BASE BID (ITEM #1) | | | \$ <u>59,290.</u> — |

ALTERNATE # 1

| <u>ITEM #</u> | <u>SPEC. REFER. FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u> | <u>EXTENSION</u> |
|---|---------------------------------|--|---------------------|
| A-1 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 2,000 SF @ \$ <u>8.47</u> PER SF | \$ <u>16,940.</u> — |
| <u>Eight dollars and forty seven cents</u> (Write out price) | | | |
| TOTAL ALTERNATE #1 (ITEM A-1) | | | \$ <u>16,940.</u> — |

ALTERNATE # 2

| <u>ITEM #</u> | <u>SPEC. REFER. FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u> | <u>EXTENSION</u> |
|---|---------------------------------|---|------------------|
| A-2 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 500 SF @ \$ <u>8.47</u> PER SF | \$ <u>4235</u> |
| <u>Eight dollars and forty seven cents</u> (Write out price) | | | |
| TOTAL ALTERNATE #2 (ITEM A-2) | | | \$ <u>4235</u> |

| | |
|------------------------------------|---------------------|
| TOTAL BASE BID | \$ <u>59,290.</u> — |
| TOTAL BASE BID + ALTERNATE #1 | \$ <u>76,230.</u> — |
| TOTAL BASE BID + ALT. #1 + ALT. #2 | \$ <u>80,465.</u> — |

* (IWD) Indicates "if and where directed item"

S/A

BID BOND

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

_____ as Principal, and _____ as Surety, are

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

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

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

Signed this, _____ day of _____, 20__.

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

SIDEWALK REPAIR PROGRAM - 2020

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

BY: _____
 Witness

 Surety

 Attorney-in-Fact

SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

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

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

LIST OF SUBCONTRACTORS

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

TITLE OF BID: Sidewalk Repair Program 2020

NAME OF BIDDER: Caprain Construction Inc.

| Name | Address | Telephone | Specialized Sub-Prime Area | Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area |
|------|---------|-----------|----------------------------|---|
| | N/A | | | |
| | N/A | | | |
| | N/A | | | |

Plumbing and Gas Fitting and All Kindred Work:

Name None Phone # _____
 Address _____
 License Number _____

Electrical Work:

Name None Phone # _____
 Address _____
 License Number _____

Structural Steel and Ornamental Iron Work:

Name None Phone # _____
 Address _____

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

Name None Phone # _____
 Address _____

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

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, LAURA ADRIEU of the Municipality of South Plain in the County of Middlesex and the State of NEW JERSEY of full age, being duly sworn according to the law on my oath depose and say that:

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

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

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

Christin Construction Inc.
Name of Contractor (Type or Print)
Laura Adrieu
Signature/Title

Subscribed and Sworn before me this
1 Day of SEP, 2020

LAURA ADRIEU
(Type or Print Name of Affiant)

Giseli Leal
Notary Public
My Commission Expires _____

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

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 04/02/2018

Name and address of Officers: LAURA AGNEV - 104 GEORGE ST. SOUTH RIVER

President: LAURA AGNEV - 104 GEORGE ST. SOUTH RIVER, NJ 07072 MS0882

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

2. How many years' experience in this type of construction work has your organization had? 20+

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

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

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

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

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

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

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

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

| <u>Name of Contract</u> | <u>Contracting Agency</u> | <u>Amount</u> |
|-------------------------|---------------------------|---------------|
| | <u>S/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.

900,000. - Sayreville

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

S/A

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

CONSENT OF SURETY

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

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

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

_____ Insurance Company,
Name

_____ Address

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

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

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

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey:
SS:
COUNTY OF Middlesex :

I, LAURA ABUEU of the (City, Town, Township, Borough, etc.)
of South Plain in the County of MIDDLESEX and the
State of NEW JERSEY, of full age, being duly sworn according to
law on my oath depose and say that:

I am PRESIDENT
of the firm of CAPTAIN CONSTRUCTION INC.
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the West Windsor Township relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee
except bona fide employees or bona fide established commercial or selling agencies maintained by:

CAPTAIN CONSTRUCTION INC.
(Name of Bidder)

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

Laura Abueu
(Also type or print name of affiant under signature)
LAURA ABUEU

Subscribed and sworn to before me this

1 day of SEP, 2020.

Notary Public of GISELI LEAL
NOTARY PUBLIC OF NEW JERSEY

My commission expires My Commission Expires 6/21/2022.

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: CAPTAIN CONSTRUCTION INC.

Organization Address: 104 GEORGE ST. SOUTH RIVER, NJ 08882

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

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

Part II

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

OR

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

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| LAURA ADONEU | 104 GEORGE ST. SOUTH WILBY, NJ 08782 |
| | |
| | |
| | |

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

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

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

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

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

Part IV Certification

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

| | | | |
|--------------------|---|--------|-----------|
| Full Name (Print): | Laura Abreu | Title: | President |
| Signature: |  | Date: | 9-2-20 |

(REVISED 4/10)

EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 et seq.****CONSTRUCTION CONTRACTS**

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (Dept. of LWD), Construction EEO Monitoring Program, may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or

EXHIBIT B (Cont.)

(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

HOLD HARMLESS AGREEMENT

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

Signed this _____ day of _____, 20_____

as a binding act in deed of

Name of Organization

Authorized Signature & Title

Print Authorized Signature Name & Title

PREVAILING WAGE AFFIDAVIT (Page 1 of 2)

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.

PREVAILING WAGE AFFIDAVIT (Page 2 of 2)

This PREVAILING WAGE AFFIDAVIT is signed this _____ day of _____, 20 _____

as a binding act in deed of _____
Name of Organization

Authorized Signature & Title

Print Authorized Signature Name & Title

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: _____ **Bidder / Offerer:** _____

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

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

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

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

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

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

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

NAME: _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date: _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

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

Full Name (Print) _____ Signature: _____

Title _____ Date: _____

**Americans with Disabilities Act
Mandatory Language**

Equal Opportunity for Individuals with Disabilities

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

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

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

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

Signed by _____
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

(Notarized)

Certificate Number
723014

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



State of New Jersey

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

Public Works Contractor Registration Act

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

Captain Construction, Inc.
2020

Responsible Representative(s):
Laura Abreu, 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.

08/07/18

Taxpayer Identification# 825-028-234/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
CAPTAIN CONSTRUCTION INC.

TRADE NAME:

ADDRESS:
104 GEORGE STREET
SOUTH RIVER NJ 08882-1214
EFFECTIVE DATE:

SEQUENCE NUMBER:
2258647

ISSUANCE DATE:
08/07/18

08/07/18

Director
New Jersey Division of Revenue

FORM-BRC

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

Captain Construction, Inc.
104 George St.
South River, NJ 08882
(732) 558-9156

Equipment List

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

Experience Statement and References

- 1. Job:** West New York Road Prog. Oct-Dec 2018
Engineer- Remington & Vernick Engineers
One Harmon Plaza, Secaucus, NJ 07094 (201) 624-2137
Contact- Josh (609) 820-2699
Description of work- Remove & Replace Handicap Ramps through various locations in the city of West New York.
- 2. Job:** Elmwood Park Road Prog. April-May 2019
Engineer- Alaimo Group
2 Market St, Paterson, NJ 07501
Contact- Scott (201) 286-2398
Description of work- Remove & Replace Handicap Ramps, Remove & Replace rolled curb, R&R sidewalk & Aprons, Road asphalt repair, restoration.
- 3. Job:** Parsippany Roads, Various June-July 2019
Engineer- Township of Parsippany-Troy Hills
1001 Parsippany Blvd, Parsippany, NJ 07054
Contact- Brandon PE (973) 263-7263 or Paul (973) 409-7719
Description of work- Various spot curb repair, remove & replace handicap ramps, curbs, Belgian block, sidewalk, aprons, asphalt repair, restoration
- 4. Job:** Jackson, NJ Underdrain Drainage Project, Various Locations. Aug. 2019
Engineer- T&M Associates
1144 Hooper Ave, Toms River, NJ 08753
Contact- Julio PE (732) 320-2956
Description of work- Installation of underdrain throughout township, curbs, sidewalks, aprons, asphalt repair restoration
- 5. Job:** Riverside, NJ N. Chester Ave. Sump Pump drainage, Aug. 2019
Engineer- Pennoni
515 Grove St. Haddon Heights, NJ 08035
Contact- Ken PE. (609) 820-5803
Description of work- Installation of sump headers and pipe to existing storm catch basin, spot curb repair, sidewalk, aprons, asphalt road repair, restoration.

(Con't)

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

Engineer- Boswell Engineering

330 Phillips Ave, South Hackensack, NJ 07606

Contact- Scott (201) 206-7315

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

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

Engineer- Boswell Engineering

330 Philips Ave, South Hackensack, NJ 07606

Contact- Scott (201) 206-7315

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Captain Construction Inc.

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

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

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
104 George ST

6 City, state, and ZIP code
SOUTH RIVER, NJ 08882

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

| | | | | | | | | | |
|--|--|--|---|--|--|--|--|--|--|
| | | | - | | | | | | |
|--|--|--|---|--|--|--|--|--|--|

or

Employer identification number

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 2 | - | 5 | 0 | 2 | 8 | 2 | 3 | 4 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Date ▶ *11/10/19*

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Bid Bond

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

CAPTAIN CONSTRUCTION INC. as Principal, Bondex Insurance Company

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

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

Signed this 2nd day of September, 2020.

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

Sidewalk Repair Program 2020

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

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

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

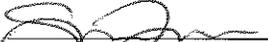
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

Surety: Bondex Insurance Company

By:  _____

Jaclyn Murphy, Attorney-in-Fact

 _____

Samantha Zak, Witness

Principal: CAPTAIN CONSTRUCTION INC.

By:  _____

 _____

Consent of Surety

Bondex Insurance Company, a corporation created and existing under the laws of the State of NJ, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the NJ (hereinafter, the "Surety") does hereby consent and agree with the bid of **CAPTAIN CONSTRUCTION INC.** (hereinafter, the "Principal"), as Principal, for **Sidewalk Repair Program 2020** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

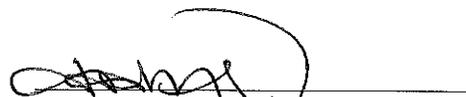
This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 60 days after bid opening, or as otherwise may be required by statute or regulation,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

This Consent of Surety has been signed, sealed and dated on **9/02/2020**

ATTEST:

Bondex Insurance Company


Samantha Zak


Jaclyn Murphy, Attorney In Fact

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

BOND #: BD

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint: **Claudia Pereira, Brenda Turietto, Jaclyn Murphy, and Antonina Baguley** its true and lawful Attorney(s)-in-Fact, with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00)*****

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

- *RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*
- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
 - 2. To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

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

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



BONDEX INSURANCE COMPANY

BY 
Philip S. Tobey, President

State of New Jersey
County of Morris ss.

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

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

CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/2/2022

BY 
Carol DeCapua, Notary Public

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

IN WITNESS HEREOF, I have hereunto set my hand this 2ND day of SEPTEMBER, 2020.



BY 
Maureen Cupo, Secretary

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

Date Signed: 9/1/20

BID FORM

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

RE: **WEST WINDSOR TOWNSHIP**
SIDEWALK REPAIR PROGRAM - 2020

This Bid will not be accepted after **September 2, 2020, 11:00 am**, prevailing time on, at which time all Bids will be publicly opened and read.

MNC CONCRETE LLC

Name of Firm Submitting Bid

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

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

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

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

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

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

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

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

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

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

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

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

If a Corporation,

Name of Contractor MNC CONCRETE LLC

Signature of Bidder  MANUEL ABREU OWNER
Name Title

Business Address 2 BEACH HAVEN WAY WARETOWN N.J. 08858

Incorporated under the Laws of the State of

President _____
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 9/1/20

(Affix Corporation Seal Here)

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

Name of Company MNC CONCRETE LLC

Signature of Bidder  MANUEL ABREU OWNER
(Name) (Title)

Names and Addresses of Members of Company

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

**WEST WINDSOR TOWNSHIP
SIDEWALK REPAIR PROGRAM - 2020**

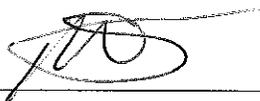
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the 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 | | | |
| | | | | |
| | | | | |
| | | | | N.A |
| | | | | |
| | | | | |

Acknowledged by Bidder

Name of Bidder: MNC CONCRETE LLC

By Authorized Representative:

Signature: 

Print Name and Title: MANUEL ABREU

Date: 9/1/20

BID ITEMS
WEST WINDSOR TOWNSHIP
2020 SIDEWALK REPAIR PROGRAM

BASE BID

| ITEM # | SPEC. REFER. FOR PAYMENT | BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES | EXTENSION |
|--------|--------------------------|--|---------------------|
| 1 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 7,000 SF @ \$ <u>9.44</u> PER SF | \$ <u>66,080.00</u> |
| | | <u>NINE DOLLARS FORTY FOUR cents</u> (Write out price) | |
| | | TOTAL BASE BID (ITEM #1) | \$ <u>66,080.00</u> |

ALTERNATE # 1

| ITEM # | SPEC. REFER. FOR PAYMENT | BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES | EXTENSION |
|--------|--------------------------|--|---------------------|
| A-1 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 2,000 SF @ \$ <u>9.44</u> PER SF | \$ <u>18,880.00</u> |
| | | <u>NINE DOLLARS FORTY FOUR cents</u> (Write out price) | |
| | | TOTAL ALTERNATE #1 (ITEM A-1) | \$ <u>18,880.00</u> |

ALTERNATE # 2

| ITEM # | SPEC. REFER. FOR PAYMENT | BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES | EXTENSION |
|--------|--------------------------|--|--------------------|
| A-2 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 500 SF @ \$ <u>9.44</u> PER SF | \$ <u>4,720.00</u> |
| | | <u>NINE DOLLARS FORTY FOUR cents</u> (Write out price) | |
| | | TOTAL ALTERNATE #2 (ITEM A-2) | \$ <u>4,720.00</u> |

| | |
|------------------------------------|---------------------|
| TOTAL BASE BID | \$ <u>66,080.00</u> |
| TOTAL BASE BID + ALTERNATE #1 | \$ <u>84,960.00</u> |
| TOTAL BASE BID + ALT. #1 + ALT. #2 | \$ <u>89,680.00</u> |

* (IWD) Indicates "if and where directed item"

SEA ATATCH

BID BOND

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

_____ as Principal, and _____ as Surety, are

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

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

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

Signed this, _____ day of _____, 20__.

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

SIDEWALK REPAIR PROGRAM - 2020

NOW THEREFORE,

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

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

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

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

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

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

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

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

TITLE OF BID: _____

NAME OF BIDDER: _____

| Name | Address | Telephone | Specialized Sub-Prime Area | Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area |
|------|---------|-----------|----------------------------|---|
| | | | N.A. | |
| | | | | |
| | | | | |

Plumbing and Gas Fitting and All Kindred Work:

Name _____ Phone # _____
Address _____

License Number _____

Electrical Work:

Name _____ Phone # _____
Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____
Address _____

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

Name _____ Phone # _____
Address _____

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

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, MANUEL ABREU of the Municipality of WARETOWN in the County of OCEAN and the State of N.J. of full age, being duly sworn according to the law on my oath depose and say that:

I am OWNER, 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.

MANC CONCRETE LLC
Name of Contractor (Type or Print)
[Signature] OWNER
Signature/Title

Subscribed and Sworn before me this
1st Day of September, 2020

MANUEL ABREU
(Type or Print Name of Affiant)

William N. [Signature]
Notary Public
My Commission Expires 01/26/2022

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

SEE ATTACH

The Bidder is requested to provide the following information:

Date of Organization of Company: _____

Name and address of Officers: _____

President: _____

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?

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

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

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

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

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

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? _____
If so, where and why? _____

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? _____
If so, where and why? _____

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

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

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.

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

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

SEE ATTACH

CONSENT OF SURETY

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

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

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

_____ Insurance Company,
Name

_____ Address

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

is awarded to (Bidder) _____

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

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

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

NON-COLLUSION AFFIDAVIT

STATE OF NS :

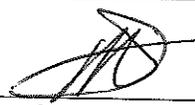
COUNTY OF OCEAN : SS:

I, MANUEL ABREU of the (City, Town, Township, Borough, etc.)
of WARRENTOWN in the County of OCEAN and the
State of NS, of full age, being duly sworn according to
law on my oath depose and say that:

I am OWNER
of the firm of MNC CONCRETE LLC
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the OWNER 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:

MNC CONCRETE LLC
(Name of Bidder)

MANUEL ABREU  (N.J.S.A. 52:34-15)
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

1st day of September, 20 2020.

Notary Public of

My commission expires 01/26, 20 22.

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: MNC CONCRETE LLC

Organization

Address: 2 BRACK HAVEN WAY WAREHOUSING NS. 08758

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

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

Part II

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

OR

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

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| MANUEL ABREU | 2 BEACH HAVER 495 |
| | WAREHOUS N.J. 08758 |
| | |
| | |

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

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

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

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

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

Part IV Certification

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

| | | | |
|--------------------|---|--------|---------|
| Full Name (Print): | MANUEL ABREU | Title: | OWNER |
| Signature: |  | Date: | 9/11/20 |

(REVISED 4/10)

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 1 day of SEPTEMBER, 2020

as a binding act in deed of

MWC CONCRETE LLC
Name of Organization

 OWNER
Authorized Signature & Title

MANUEL ABREU OWNER
Print Authorized Signature Name & Title

PREVAILING WAGE AFFIDAVIT (Page 1 of 2)

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.

PREVAILING WAGE AFFIDAVIT (Page 2 of 2)

This PREVAILING WAGE AFFIDAVIT is signed this 1 day of

SEPT, 20 20

as a binding act in deed of

MWC CONCRETE LLC

Name of Organization



Authorized Signature & Title

MANUEL ABREU OWNER

Print Authorized Signature Name & Title

SEAATG

PUBLIC WORK CONTRACTOR REGISTRATION FORM

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

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

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

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

N/A

Subscribed and sworn

Before me this _____ day

Of _____ 20 _____.

Signature

Notary Public of _____

Name and Title
(type or print)

My Commission Expires _____, 20 _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: SIDEWALK REPAIR 2020 Bidder / Offerer: MNC CONCRETE LLC

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

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

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

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

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

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

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

NAME: MANUEL ABREU Relationship to Bidder/Offeror: OWNER

Description of Activities

Duration of Engagement Anticipated Cessation Date:

Bidder/Offeror Contact Name Contact Phone Number

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

Full Name (Print) MANUEL ABREU Signature: [Signature]

Title OWNER Date: 9/1/20

BID BOND

Bond No. 65185132

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned MNC Concrete, LLC

WESTERN SURETY COMPANY, 151 North Franklin, 17th Floor, Chicago, IL 60606 As Principal, and

Township of West Windsor As Surety, is
Hereby held and firmly bound unto

As Owner, in the Penal Sum of Ten Percent of Amount Bid Not to Exceed Twenty Thousand Dollars (10% NTE \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 2nd day of September, 2020

The condition of the above obligation is such that whereas the Principal has submitted to 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 Sidewalk Repair Program - 2020

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: James Allen

Witness

BY: [Signature]

Principal:

WESTERN SURETY COMPANY

BY: [Signature]

Witness Darrin Errichiello, As to Surety

BY: [Signature]

Lisa Faith McIlvaine, Attorney-in-Fact

CONSENT TO SURETY

Bond No. 65185132

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the WESTERN SURETY COMPANY

Organized and existing under the laws of the State of South Dakota and licensed to do business in the State of New Jersey certifies and agrees, that if contract for Township of West Windsor

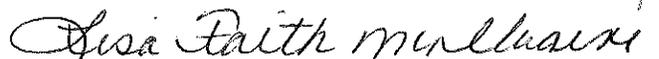
For Sidewalk Repair Program - 2020

is awarded to MNC Concrete, LLC

The undersigned Corporation 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 Contractor.

Signed and Sealed this 2nd day of September, 2020

WESTERN SURETY COMPANY


Lisa Faith McIlvaine Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65185132

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Lisa Faith Mcilvaine

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: MNC Concrete, LLC

Obligee: Township of West Windsor

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 65185132 is not issued on or before midnight of December 1st, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

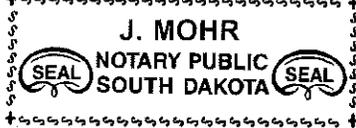
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 2nd day of September, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 2nd day of September, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 2nd day of September, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Western Surety Company

Bond No. 65185132

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2019. The financial statements of Western Surety Company as of and for the year ended December 31, 2019 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

| Surety Company | Capital | Policyholders' Surplus (including Capital) |
|------------------------|----------------|---|
| Western Surety Company | \$4,000,000 | \$1,567,441,217 |

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

| Surety Company | Underwriting Limitation |
|------------------------|--------------------------------|
| Western Surety Company | \$156,025,000 |

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows: N/A

(4) The amount of the bond to which this statement and certification is attached is \$ 10% of bid, not to exceed \$20,000

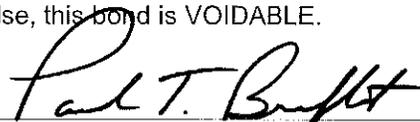
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
and

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L.1993, c. 243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency. N/A

CERTIFICATE

I, Paul T. Bruflat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



Paul T. Bruflat, Vice President

Date: September 2nd, 2020

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

| | | |
|--|----|---------------|
| Bonds | \$ | 1,943,152,245 |
| Stocks | | 27,166,227 |
| Cash, cash equivalents, and short-term investments | | 27,903,793 |
| Receivables for securities | | - |
| Investment income due and accrued | | 17,854,019 |
| Premiums and considerations | | 56,706,652 |
| Amounts recoverable from reinsurers | | 1,307,522 |
| Current federal and foreign income tax recoverable and interest hereon | | 2,678,469 |
| Net deferred tax asset | | 11,798,536 |
| Receivable from parent, subsidiaries, and affiliates | | 12,821,583 |
| Other assets | | 601 |
| Total Assets | \$ | 2,101,389,646 |

LIABILITIES AND SURPLUS

| | | |
|---|----|-------------|
| Losses | \$ | 206,051,147 |
| Loss adjustment expense | | 52,124,445 |
| Commissions payable, contingent commissions and other similar charges | | 9,862,381 |
| Other expenses (excluding taxes, license and fees) | | 3,624 |
| Taxes, License and fees (excluding federal and foreign income taxes) | | 3,875,999 |
| Federal and foreign income taxes payable | | - |
| Unearned premiums | | 248,521,840 |
| Advance premiums | | 6,112,006 |
| Ceded reinsurance premiums payable (net of ceding commissions) | | 1,673,524 |
| Amounts withheld or retained by company for account of others | | 5,332,206 |
| Provision for reinsurance | | 290,516 |
| Payable to parent, subsidiaries and affiliates | | 2905 |
| Payable on security transactions | | - |
| Other liabilities | | 97,836 |
| Total Liabilities | \$ | 533,948,430 |

Surplus Account:

| | | |
|---------------------------------------|----|---------------|
| Common stock | \$ | 4,000,000 |
| Gross paid in and contributed surplus | | 280,071,837 |
| Unassigned funds | | 1,283,369,380 |
| Surplus as regards policyholders | \$ | 1,567,441,217 |
| Total Liabilities and Capital | \$ | 2,101,389,646 |

I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

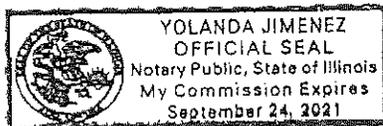


Western Surety Company

By Amy Smith
Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:



By Yolanda Jimenez
Notary Public

Certificate Number
710349

Registration Date: 07/17/2020
Expiration Date: 07/16/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

MNC Concrete LLC
2020

Responsible Representative(s):
Manuel Abreu, Owner

Handwritten signature of Robert Asaro-Angelo in cursive.

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.

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

MNC CONCRETE LLC
0450066654

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 04/07/2016 and was assigned identification number 0450066654. Following are the articles that constitute its original certificate.

1. **Name:**
MNC CONCRETE LLC
2. **Registered Agent:**
MANUEL ABREU
3. **Registered Office:**
2 BEACH HAVEN WAY
WARETOWN, NEW JERSEY 08578
4. **Business Purpose:**
CONCRETE CONSTRUCTION
5. **Effective Date of this Filing is:**
04/07/2016
6. **Members/Managers:**
MANUEL ABREU
2 BEACH HAVEN WAY
WARETOWN, NEW JERSEY 08578
7. **Main Business Address:**
2 BEACH HAVEN WAY
WARETOWN, NEW JERSEY 08578

Signatures:

MANUEL ABREU
AUTHORIZED REPRESENTATIVE



Certificate Number: 4013330423

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCertUSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
7th day of April, 2016

Handwritten signature of Ford M. Scudder in black ink.

Ford M. Scudder
Acting State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

| | |
|----------------------------|---|
| Taxpayer Name: | MNC CONCRETE LLC |
| Trade Name: | |
| Address: | 2 BEACH HAVEN WAY WARETOWN, NJ 08758 |
| Certificate Number: | 2033603 |
| Effective Date: | April 08, 2016 |
| Date of Issuance: | July 09, 2016 |

For Office Use Only:

20160709131509859

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

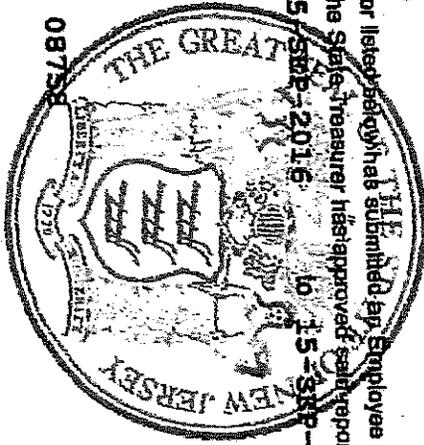
Certification 56612

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 SEP-2016** to **15 SEP-2023**

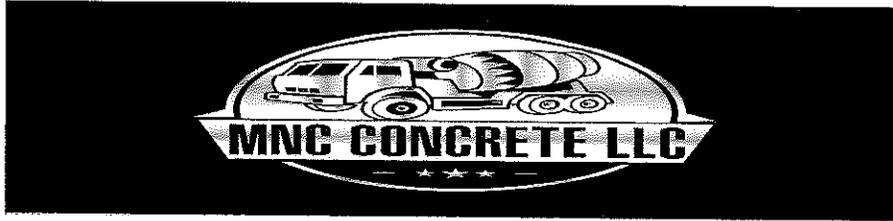
**MNC CONCRETE, LLC
2 BEACH HAVEN WAY
WARRENTOWN**

NJ 08758



Ford M. Scudder

**FORD M. SCUDDER
State Treasurer**



2 Beach Haven Way, Waretown, NJ, 08758 Phone: 732-489-6698
Fax: 609-549-0089 Email: MNCconcrete@yahoo.com Owner: Manny Abreu

REFERENCES

- 2019 Rahway Sidewalk Improvement Project - \$112,000
Maser Consulting - 400 Valley Rd, Mt. Arlington, NJ, 07856
Mary Tapen - (973) 398-3110
- 2019 Freehold Sidewalk Improvements - \$198,000
Borough of Freehold - 51 West Main Street, Freehold, NJ 07728
Micheal Sweetman - (732) 462-4200
- 2019 West Windsor Sidewalk Program - \$100,000
Township of West Windsor - 271 Clarksville Road, West Windsor, NJ, 08550
Dan Dobromilsky - (609) 273-2455
- 2018 Old Bridge Drainage Program - \$300,000
Old Bridge Township - 1 Old Bridge Plaza, Old Bridge, NJ 08857
Pinder Sumaal - (732) 721-5600

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (Dept. of LWD), Construction EEO Monitoring Program, may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or

EXHIBIT B (Cont.)

subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the Contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

EXHIBIT B (Cont.)

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:

(i) The Contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) The Contractor or subcontractor agrees to keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and

EXHIBIT B (Cont.)

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

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

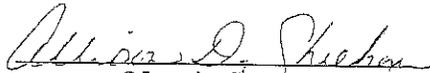
The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

Signed by _____

Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of


(Notarized)

ALLISON D. SHEEHAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/10/2023

**Americans with Disabilities Act
Mandatory Language**

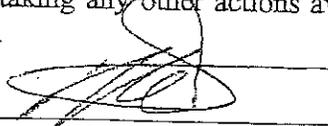
Equal Opportunity for Individuals with Disabilities

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

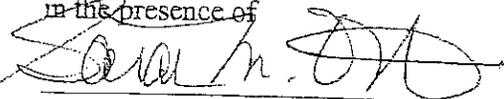
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees,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

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

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

Signed by 
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of



(Notarized)

SARAH MOTT
Notary Public - State of New Jersey
My Commission Expires Feb 2, 2022

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

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

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

B. INCLUDED WITH THIS BID SHALL BE THE FOLLOWING DOCUMENTS

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

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

Name of Bidder: Nava Construction, LLC
 By Authorized Representative: Adhary A. Nava
 Signature: Adhary A. Nava
 Print Name and Title: Adhary A. Nava - President

Date Signed: _____

08/29/20BID FORM

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

RE: **WEST WINDSOR TOWNSHIP**
SIDEWALK REPAIR PROGRAM - 2020

This Bid will not be accepted after **September 2, 2020, 11:00 am**, prevailing time on, at which time all Bids will be publicly opened and read.

Nava Construction, LLC.

Name of Firm Submitting Bid

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

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

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

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

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

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

If a Corporation,

Name of Contractor Nava Construction, LLC.

Signature of Bidder Adhary A. Nava Adhary A. Nava - President
Name Title

Business Address 1216 Steckton Dr. North Brunswick - NJ 08902

Incorporated under the Laws of the State of

President _____
(Name) (Title)

Secretary _____
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 08/29/20

(Affix Corporation Seal Here)

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

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

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

**WEST WINDSOR TOWNSHIP
SIDEWALK REPAIR PROGRAM - 2020**

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: Nava Construction, LLC.

By Authorized Representative: Admary A. Nava

Signature: Admary Nava

Print Name and Title: Admary A. Nava - President

Date: 08/29/20

BID ITEMS
WEST WINDSOR TOWNSHIP
2020 SIDEWALK REPAIR PROGRAM

BASE BID

| <u>ITEM #</u> | <u>SPEC. REFER. FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u> | <u>EXTENSION</u> |
|--------------------------|---------------------------------|--|---------------------|
| 1 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 7,000 SF @ \$ <u>9.75</u> PER SF <u>NINE DOLLARS & SEVENTY FIVE CENTS.</u> (Write out price) | \$ <u>68,250.00</u> |
| TOTAL BASE BID (ITEM #1) | | | \$ <u>68,250.00</u> |

ALTERNATE # 1

| <u>ITEM #</u> | <u>SPEC. REFER. FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u> | <u>EXTENSION</u> |
|-------------------------------|---------------------------------|--|---------------------|
| A-1 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 2,000 SF @ \$ <u>7.75</u> PER SF <u>SEVEN DOLLARS & SEVENTY FIVE CENTS</u> (Write out price) | \$ <u>15,500.00</u> |
| TOTAL ALTERNATE #1 (ITEM A-1) | | | \$ <u>15,500.00</u> |

ALTERNATE # 2

| <u>ITEM #</u> | <u>SPEC. REFER. FOR PAYMENT</u> | <u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u> | <u>EXTENSION</u> |
|-------------------------------|---------------------------------|--|--------------------|
| A-2 | Special Condition 12 | CONCRETE SIDEWALK REPAIR (IWD) 500 SF @ \$ <u>10.00</u> PER SF <u>TEN DOLLARS</u> (Write out price) | \$ <u>5,000.00</u> |
| TOTAL ALTERNATE #2 (ITEM A-2) | | | \$ <u>5,000.00</u> |

| | |
|------------------------------------|---------------------|
| TOTAL BASE BID | \$ <u>68,250.00</u> |
| TOTAL BASE BID + ALTERNATE #1 | \$ <u>83,750.00</u> |
| TOTAL BASE BID + ALT. #1 + ALT. #2 | \$ <u>88,750.00</u> |

* (IWD) Indicates "if and where directed item"

BID BOND

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

_____ as Principal, and _____ as Surety, are

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

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

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

Signed this, _____ day of _____, 20__.

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

SIDEWALK REPAIR PROGRAM - 2020

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

BY: _____
Witness

Surety

Attorney-in-Fact

SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

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

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

LIST OF SUBCONTRACTORS

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

TITLE OF BID: SIDEWALK REPAIR PROGRAM -2020 NAME OF BIDDER: NAVA CONSTRUCTION, LLC

| Name | Address | Telephone | Specialized Sub-Prime Area | Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area |
|------|---------|-----------|----------------------------|---|
| — | — | — | — | — |
| | | | | |
| | | | | |

Plumbing and Gas Fitting and All Kindred Work:

Name NONE Phone # _____
 Address _____
 License Number _____

Electrical Work:

Name NONE Phone # _____
 Address _____
 License Number _____

Structural Steel and Ornamental Iron Work:

Name NONE Phone # _____
 Address _____

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

Name NONE Phone # _____
 Address _____

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

WEST WINDSOR TOWNSHIP
COUNTY OF MERCER

I, Adnary A. Nava of the Municipality of North Brunswick in the County of Middlesex and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

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

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

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

Nava Construction, LLC.
Name of Contractor (Type or Print)

Adnary Nava - President
Signature/Title

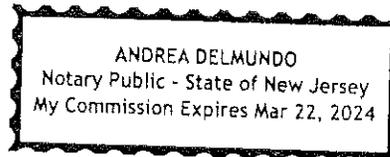
Subscribed and Sworn before me this

20 Day of August, 2020

Adnary A. Nava
(Type or Print Name of Affiant)

A. del Mundo
Notary Public

My Commission Expires 3/22/24



CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 10/02/2019
Name and address of Officers: Adnary Amaral Nava, 1216 Stockton Dr. North Brunswick - NJ 08902
President: Adnary A. Nava
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? 1 year
2. How many years' experience in this type of construction work has your organization had? 1 YEAR
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

Table with 3 columns: Contract Amount, Date Work Completed, For Whom. Rows A-E with handwritten entries for contract amounts, dates, and locations like Borough of Washington, Township of Marlapan, etc.

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

Table with 2 columns: Name and Address, Telephone No. Rows A-E with handwritten names and phone numbers like Kevin Smith - 908-689-3600, Joseph Schwab - 973-326-7360, Timmy Joy - 732-721-5600.

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

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

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

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

| <u>Name of Contract</u> | <u>Contracting Agency</u> | <u>Amount</u> |
|--------------------------------------|---------------------------|---------------|
| NO | | \$ _____ |
| 2020 ANNUAL CURB REPLACEMENT PROGRAM | TOWNSHIP OF OLD BRIDGE | \$ 456,182.00 |
| | | \$ _____ |
| | | \$ _____ |

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

\$685,000.00 - TOWNSHIP OF MORRIS

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

1994 MACK RD - 2005 MACK GRANITE - 2003 CAT 420F -
2012 - CAT 305.5 - 2008 CAT SKID STEER 262 - 2017 RAM 2500 -
2015 JOHN DEER 390 SK - 2017 RAM 3500

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

CONSENT OF SURETY

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

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

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

_____ Insurance Company,
Name

_____ Address

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

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

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

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :
SS:
COUNTY OF Middlesex :

I, Adnary A. Nava of the (City, Town, Township, Borough, etc.)
of North Brunswick in the County of Middlesex and the
State of New Jersey, of full age, being duly sworn according to
law on my oath depose and say that:

I am President
of the firm of Nava Construction, LLC
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the WEST WINDSOR TOWNSHIP relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee
except bona fide employees or bona fide established commercial or selling agencies maintained by:

Nava Construction, LLC.
(Name of Bidder)

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

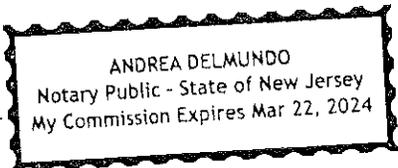
Adnary A. Nava
(Also type or print name of affiant under signature)
Adnary A. Nava - President

Subscribed and sworn to before me this

20 day of August, 2020.

Notary Public of New Jersey A. Delmundo

My commission expires March 22, 2024.



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: Nava Construction, LLC

Organization

Address: 1216 Stockton Drive, North Brunswick - NJ 08902**Part I Check the box that represents the type of business organization:**

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

Part II

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

OR

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

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

| Name of Individual or Business Entity | Home Address (for Individuals) or Business Address |
|---------------------------------------|--|
| ADWARY A MARAL NAVA 100% | 1216 STOCKTON DR. NORTH BRUNSWICK, NJ 08902 |
| | |
| | |
| | |

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

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

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

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

| Stockholder/Partner/Member and Corresponding Entity Listed in Part II | Home Address (for Individuals) or Business Address |
|---|--|
| ADNARY A. ARAL NAVA 100% | 1216 STOCKTON DR. NORTH BRUNSWICK, NJ 08902 |
| | |
| | |

Part IV Certification

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

| | | | |
|--------------------|----------------|--------|-----------|
| Full Name (Print): | Adnary A. Nava | Title: | President |
| Signature: | Adnary Nava | Date: | 08/29/20 |

(REVISED 4/10)

EXHIBIT B**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 et seq.****CONSTRUCTION CONTRACTS**

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Department of Labor & Workforce Development (Dept. of LWD), Construction EEO Monitoring Program, may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the Contractor or

EXHIBIT B (Cont.)

subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the Contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the Contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the Contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the Contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor agrees to take the following actions:

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

EXHIBIT B (Cont.)

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:

(i) The Contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a Contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) The Contractor or subcontractor agrees to keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The Contractor or subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and

EXHIBIT B (Cont.)

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

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

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

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

Signed by Adnan Inara
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

NANCY BOQUE SOARES 9/28/2020
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2454770
MY COMMISSION EXPIRES APRIL 14, 2021

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 29 day of AUGUST, 2020

as a binding act in deed of

Nava Construction, LLC
Name of Organization

Adnan Nava
Authorized Signature & Title

Adnan A. Nava - President
Print Authorized Signature Name & Title

PREVAILING WAGE AFFIDAVIT (Page 1 of 2)

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.

PREVAILING WAGE AFFIDAVIT (Page 2 of 2)

This PREVAILING WAGE AFFIDAVIT is signed this 29 day of AUGUST, 20 20

as a binding act in deed of Nava Construction, LLC
Name of Organization

Adnary A. Nava
Authorized Signature & Title

Adnary A. Nava - President
Print Authorized Signature Name & Title

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

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

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

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

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

| | | |
|--------------------------------------|----------------|---------------------|
| Name | Not Registered | Registration Number |
| Bidder <u>NAVA CONSTRUCTION, LLC</u> | | <u>2387007</u> |

| | | |
|-----------------|--|--|
| (Subcontractor) | | |

Subscribed and sworn

Before me this 28th day

Of August 2020

Notary Public of Middlesex

(type or print)

My Commission Expires 4/16, 2021

Signature [Handwritten Signature]
 Name and Title Nancy Roque Soares
 (type or print)

NANCY ROQUE SOARES
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 ID # 2454778
 Bid Forms Section
 MY COMMISSION EXPIRES APRIL 14, 2020

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: SIDEWALK REPAIR PROGRAM -2020 Bidder / Offerer: NAVA CONSTRUCTION, LLC

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran.

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

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

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

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

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

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

NAME: Relationship to Bidder/Offeror

Description of Activities

Duration of Engagement Anticipated Cessation Date:

Bidder/Offeror Contact Name Contact Phone Number

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

Full Name (Print) ADNARY AMARAL NAVA Signature: [Handwritten Signature]

Title PRESIDENT Date: 08/29/20

**Americans with Disabilities Act
Mandatory Language**

Equal Opportunity for Individuals with Disabilities

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

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

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

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

Signed by Adnan Inara
Successful Bidder / Contractor
Nava Construction, LLC.

Signed, sealed and delivered
in the presence of
Nancy Roque Soares
NANCY ROQUE SOARES
NOTARY PUBLIC (Notarized)
STATE OF NEW JERSEY
ID # 2454770
MY COMMISSION EXPIRES APRIL 14, 2021

Certificate Number
727125

Registration Date: 01/11/2020
Expiration Date: 01/10/2021



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

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

NAVA CONSTRUCTION, LLC
2020

Responsible Representative(s):
Adhary Nava, Owner

Robert Asaro-Angelo

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

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

NON TRANSFERABLE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: NAVA CONSTRUCTION LLC
Trade Name:
Address: 1216 STOCKTON DRIVE
NORTH BRUNSWICK, NJ 08902-0890
Certificate Number: 2387027
Effective Date: October 03, 2019
Date of Issuance: October 16, 2019

For Office Use Only:
20191016131034191

BID BOND

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

NAVA CONSTRUCTION, LLC as Principal, and Bondex Insurance Company as Surety, are

hereby held and firmly bound unto the Township of West Windsor, as Owner, in the Penal Sum of Ten Percent of amount of bid, not to exceed Twenty Thousand and 00/100 Dollars (\$ exceed \$20,000) 10% not to exceed \$20,000) for the payment of which, well and truly to be

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

Signed this 2nd day of September 2020.

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

SIDEWALK REPAIR PROGRAM - 2020

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.

NAVA CONSTRUCTION, LLC

Principal

BY:

Witness

DEVA NIL NAVA JR

Adnary A. Nava
Adnary A. Nava

Bondex Insurance Company

Surety

BY:

Witness, Brianne Vazquez

Brenda Turiello
Brenda Turiello, Attorney-in-Fact

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.

WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

Bondex Insurance Company,
Name

30A Vreeland Road, Florham Park, NJ 07932
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) West Windsor Township
for (Project) Sidewalk Repair Program - 2020

is awarded to (Bidder) NAVA CONSTRUCTION, LLC
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 2nd day of September, 20 20

Bondex INSURANCE COMPANY
(Name)

By Brenda Turiello
(Name)
Brenda Turiello, Attorney in Fact

This Power of Attorney is for Bid Bonds and Consents of Surety ONLY.

BOND #: Bid

POWER OF ATTORNEY Bondex Insurance Company

KNOW ALL MEN BY THESE PRESENTS:

That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Florham Park, County of Morris, State of New Jersey, does hereby appoint: **Claudia Pereira, Brenda Turiello, Jaclyn Murphy, and Antonina Baguley** its true and lawful Attorney(s)-in-Fact, with full power and authority to execute on its behalf bid bonds and consents of surety issued in the course of its business and to bind the Company thereby, in an Amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00)*****

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

- *RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*
1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
 2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

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

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



BONDEX INSURANCE COMPANY

BY 
Philip S. Tobey, President

State of New Jersey
County of Morris ss

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

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

CAROL DeCAPUA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/2/2022

BY 
Carol DeCapua, Notary Public

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

IN WITNESS HEREOF, I have hereunto set my hand this 2nd day of September, 2020.



BY 
Maureen Cupo, Secretary

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

BONDEX INSURANCE COMPANY
Statutory Financial Statement
December 31, 2019

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

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

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

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

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