

Transit Village Pedestrian Safety Improvements**BID FORMS - INDEX**

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Transit Village Pedestrian Safety Improvements

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	
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid

Bidder: Initial each Item Submitted w/ Bid

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

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award

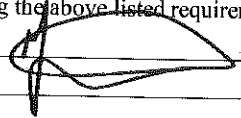
Bidder: Initial each Item Submitted w/ Bid

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

Transit Village Pedestrian Safety Improvements

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

Name of Bidder: DIAMOND CONSTRUCTION

By Authorized Representative: John Kovacs President 

Signature: John Kovacs President

Print Name and Title: John Kovacs President

Date Signed: OCT 1 2024

Transit Village Pedestrian Safety Improvements**BID FORM and BID ITEMS**

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

RE: **WEST WINDSOR TOWNSHIP
 TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS**

This Bid will not be accepted after **2:30 pm** prevailing time on **Tuesday, October 1, 2024**, at which time all Bids will be publicly opened and read.

DIAMOND CONSTRUCTION

 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.

Transit Village Pedestrian Safety Improvements

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."

The award of a contract will be based on the bidder who submits the lost of Bid A + Bid B. The contract will not be awarded to two separate bidders.

FY2022 TV – ALEXANDER ROAD PEDESTRIAN SAFETY IMPROVEMENTS – BID A

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	NJDOT Spec. Provisions Sec. 154	MOBILIZATION Lump Sum @ \$ <u>2500</u> <u>TWO THOUSAND FIVE HUNDRED</u> (Write out unit price)	<u>2500</u>
2	NJDOT Spec. Provisions Sec. 201	CLEARING SITE Lump Sum @ \$ <u>2600</u> <u>TWO THOUSAND SIX HUNDRED</u> (Write out unit price)	<u>2600</u>
3	NJDOT Spec. Provisions Sec. 154	PROJECT VIDEO Lump Sum @ \$ <u>1500</u> <u>ONE THOUSAND FIVE HUNDRED</u> (Write out unit price)	<u>1500</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
10	NJDOT Spec. Provisions Sec. 607	6"x8"x18" CONCRETE VERTICAL CURB 25 LF @ \$ <u>50</u> per LF <u>FIFTY</u> (Write out unit price)	<u>1250</u>
11	NJDOT Spec. Provisions Sec. 606	CONCRETE SIDEWALK, 4" THK. 5 SY @ \$ <u>100</u> per SY <u>ONE HUNDRED</u> (Write out unit price)	<u>500</u>
12	NJDOT Spec. Provisions Sec. 612	RECTANGULAR RAPID FLASH BEACON, COMPLETE 2 UNITS @ \$ <u>24000</u> per UNIT <u>Twenty Four Thousand</u> (Write out unit price)	<u>48,000</u>
13	NJDOT Spec. Provisions Sec. 612	SPEED SENTRY FEEDBACK SIGNAGE, COMPLETE 2 UNITS @ \$ <u>200</u> per UNIT <u>TWO HUNDRED</u> (Write out unit price)	<u>400</u>
14	NJDOT Spec. Provisions Sec. 811	TOPSOILING, 5" THICK 25 SY @ \$ <u>1</u> per SY <u>ONE</u> (Write out unit price)	<u>25</u>
15	NJDOT Spec. Provisions Sec. 811	FERTILIZING AND SEEDING, TYPE A-3 25 SY @ \$ <u>1</u> per SY <u>ONE</u> (Write out unit price)	<u>25</u>

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
16	N/A	ALLOWANCE 2,500 DOLLARS @ \$1.00 One Dollar and Zero Cents	\$2,500.00

(Write out unit price)

TOTAL PRICE BID (Items 1 to 16)

SIXTY THOUSAND
ONE HUNDRED
SEVENTY & 00/100

\$ 60,170

FY2023 TV – WALLACE ROAD AND SCOTT AVENUE INTERSECTION VISIBILITY IMPROVEMENTS– BID B

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
17	NJDOT Spec. Provisions Sec. 154	MOBILIZATION Lump Sum @ \$ 5000 Five Thousand	5000

(Write out unit price)

18	NJDOT Spec. Provisions Sec. 201	CLEARING SITE Lump Sum @ \$ 2600 Two Thousand Six Hundred	2600
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(Write out unit price)

19	NJDOT Spec. Provisions Sec. 154	PROJECT VIDEO Lump Sum @ \$ 1500 One Thousand Five Hundred	1500
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(Write out unit price)

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
20	NJDOT Spec. Provisions Sec. 159	TRAFFIC FLAGGER 104 HOURS @ \$ <u>1</u> per HOUR <u>ONE</u>	<u>104</u>
		(Write out unit price)	
21	NJDOT Spec. Provisions Sec. 159	UNIFORM TRAFFIC DIRECTOR 32 HOURS @ \$ <u>100</u> per HOUR <u>ONE HUNDRED</u>	<u>3200</u>
		(Write out unit price)	
22	NJDOT Spec. Provisions Sec. 159	TRAFFIC CONES 10 UNITS @ \$ <u>1</u> per UNIT <u>ONE</u>	<u>10</u>
		(Write out unit price)	
23	NJDOT Spec. Provisions Sec. 159	DRUMS 5 UNITS @ \$ <u>1</u> per UNIT <u>ONE</u>	<u>5</u>
		(Write out unit price)	
24	NJDOT Spec. Provisions Sec. 159	BREAKAWAY BARRICADE 4 UNITS @ \$ <u>1</u> per UNIT <u>ONE</u>	<u>4</u>
		(Write out unit price)	
25	NJDOT Spec. Provisions Sec. 158	INLET FILTER, TYPE 2 5 UNITS @ \$ <u>1</u> per UNIT <u>ONE</u>	<u>5</u>
		(Write out unit price)	

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
26	NJDOT Spec. Provisions Sec. 202	EXCAVATION, TEST HOLE 25 CY @ \$ <u>1</u> per CY <u>ONE</u>	<u>25</u>
(Write out unit price)			
27	NJDOT Spec. Provisions Sec. 607	6"x8"x18" CONCRETE VERTICAL CURB 75 LF @ \$ <u>50</u> per LF <u>FIFTY</u>	<u>3750</u>
(Write out unit price)			
28	NJDOT Spec. Provisions Sec. 606	CONCRETE SIDEWALK, 4" THK. 75 SY @ \$ <u>100</u> per SY <u>ONE HUNDRED</u>	<u>7500</u>
(Write out unit price)			
29	NJDOT Spec. Provisions Sec. 606	DETECTABLE WARNING SURFACE 6 UNITS @ \$ <u>2500</u> per UNIT <u>TWO THOUSAND FIVE HUNDRED</u>	<u>15000</u>
(Write out unit price)			
30	NJDOT Spec. Provisions Sec. 613	DENSE GRADED AGGREGATE, IF & WHERE DIRECTED 50 CY @ \$ <u>1</u> per CY <u>ONE</u>	<u>50</u>
(Write out unit price)			
31	NJDOT Spec. Provisions Sec. 613	1 1/2" CLEAN STONE, IF & WHERE DIRECTED 50 CY @ \$ <u>1</u> per CY <u>ONE</u>	<u>50</u>
(Write out unit price)			

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
32	NJDOT Spec. Provisions Sec. 612	RECTANGULAR RAPID FLASH BEACON, COMPLETE 4 UNITS @ \$ <u>24000</u> per UNIT <u>Twenty Four Thousand</u> (Write out unit price)	<u>96000</u>
33	NJDOT Spec. Provisions Sec. 811	TOPSOILING, 5" THICK 75 SY @ \$ <u>1</u> per SY <u>ONE</u> (Write out unit price)	<u>75</u>
34	NJDOT Spec. Provisions Sec. 811	FERTILIZING AND SEEDING, TYPE A-3 75 SY @ \$ <u>1</u> per SY <u>ONE</u> (Write out unit price)	<u>75</u>
35	N/A	ALLOWANCE 2,500 DOLLARS @ \$1.00 One Dollar and Zero Cents (Write out unit price)	<u>\$2,500.00</u>

TOTAL PRICE BID (Items 17 to 35)

\$ 137,453

ONE HUNDRED THIRTY SEVEN
THOUSAND FIVE HUNDRED FIFTY
THREE DOLLARS AND ZERO CENTS

Transit Village Pedestrian Safety Improvements

FY2022 TV – ALEXANDER ROAD PEDESTRIAN SAFETY IMPROVEMENTS – BID A

TOTAL PRICE BID (Items 1 to 16) 60170
SIXTY THOUSAND
ONE HUNDRED SEVENTY
00/100

FY2023 TV – WALLACE ROAD AND SCOTT AVENUE INTERSECTION VISIBILITY IMPROVEMENTS – BID B

TOTAL PRICE BID (Items 17 to 35) 137,453
ONE HUNDRED THIRTY
SEVEN THOUSAND
FOUR HUNDRED FIFTY THREE 00/100

TOTAL AMOUNT: BID A + BID B

TOTAL PRICE BID (Items 1 to 35) 197,623
ONE HUNDRED NINETY
SEVEN THOUSAND SIX
HUNDRED TWENTY THREE DOLLARS
00/100

Transit Village Pedestrian Safety Improvements

If a Corporation,

Name of Contractor DIAMOND CONSTRUCTION

Signature of Bidder  John Kovacs President

Name Title
DIAMOND CONSTRUCTION
Business Address 35 BEAVERSON BLVD, SUITE 120
BRICK, NJ 08723


Incorporated under the Laws of the State of NEW JERSEY

President John Kovacs President
(Name) (Title)
Secretary John Kovacs President
(Name) (Title)
Treasurer John Kovacs President
(Name) (Title)

Dated: OCT 1 2024

(Affix Corporation Seal Here)
If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company DIAMOND CONSTRUCTION

Signature of Bidder  John Kovacs President
(Name) (Title)

Names and Addresses of Members of Company
John A Kovacs
125 Old Orchard Rd E
Toms River NJ 08755

DIAMOND CONSTRUCTION
35 BEAVERSON BLVD, SUITE 120
BRICK, NJ 08723

President

Transit Village Pedestrian Safety Improvements

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

**TOWNSHIP OF WEST WINDSOR
TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS**

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

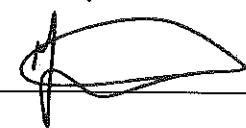
*None
Rec'd*

OCT 1 2024

Acknowledged by Bidder

Name of Bidder: DIAMOND CONSTRUCTION

By Authorized Representative: John Kovacs President 

Signature: 

Print Name and Title: John Kovacs President

OCT 1 2024

Date: _____

West Windsor Township

Bid Specifications

Transit Village Pedestrian Safety Improvements

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Jak Construction Corp. T/A

Diamond Construction 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 the Amount Bid Not to Exceed twenty thousand and 00/100 dollars (\$ 20,000.00) for the payment of which, well and truly to be

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

Signed this, 1st day of October, 2024.

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

TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS

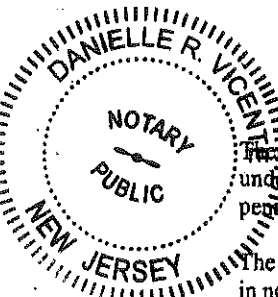
NOW THEREFORE,

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

From 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.



Notary Public stamp for Danielle R. Vicente, State of New Jersey, commission expires August 19, 2029.

Signature of Danielle R. Vicente as Notary Public.

Signature of Claudia Pereira as Witness.

Signature of John Kovacs as Principal, Jak Construction Corp. T/A Diamond Construction.

Signature of Philip S. Tobey as Attorney-in-Fact for Bondex Insurance Company.

West Windsor Township

Transit Village Pedestrian Safety Improvements

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

TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS

NOW THEREFORE,

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

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

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

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

BY: _____
Witness

Principal

BY: _____
Witness

Surety

Attorney-in-Fact

Transit Village Pedestrian Safety Improvements**SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS**

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

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

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

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

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

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

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

Transit Village Pedestrian Safety Improvements

LIST OF SUBCONTRACTORS

TITLE OF BID: TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS NAME OF BIDDER: DIAMOND CONSTRUCTION

Table with 5 columns: Name, Address, Telephone, Specialized Sub-Prime Area, Scope Of Work for Each Subcontractor in Each Specialized Sub-Prime Area. The table is mostly empty with a diagonal line through it.

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 _____

Transit Village Pedestrian Safety Improvements

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

John A Kovacs
125 Old Orchard Rd E
Toms River NJ 08755

I, John Kovacs of the Municipality of Ocean 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.

DIAMOND CONSTRUCTION

Name of Contractor (Type or Print)
John Kovacs
President
Signature/Title

Subscribed and sworn before me this
OCT 1 2024
Day of _____, 20____

Danielle R. Vicente
(Type or Print Name of Affiant)
DANIELLE R. VICENTE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2029

NEW JERSEY
Notary Public
My Commission Expires OCT 1 2024

Transit Village Pedestrian Safety Improvements

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 7/20/1990

Name and address of Officers: _____

President: John Kovacs

Vice President: John Kovacs John A Kovacs

Secretary: John Kovacs 125 Old Orchard Rd E

Treasurer: John Kovacs Toms River NJ 08755

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 34 YEARS

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.	\$ _____	_____	<u>SEE ATTACHED</u>
D.	\$ _____	_____	<u>REFERENCE PACKET</u>
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.	_____	_____

SEE ATTACHED REFERENCE PACKET

Transit Village Pedestrian Safety Improvements

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)? _____
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>
		\$ _____
SEE ATTACHED		\$ _____
REFERENCE PACKET		\$ _____
		\$ _____

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.
\$2.5 million - MIDDLESEX COUNTY

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

9. Has any lien been filed in connection with a construction project handled by your organization based on allegations of nonpayment against your organization (within the last five years)? NO If YES, state the name of the company filing the lien, the amount of the lien, and whether or not the lien was discharged on a separate piece of paper.

Transit Village Pedestrian Safety Improvements

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

Name: 30A Vreeland Road, Suite 120, Florham Park, NJ 07932
Address: Bondex Insurance Company,

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) Transit Village Pedestrian Safety Improvements

is awarded to (Bidder) Jak Construction Corp. T/A Diamond Construction 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 1st day of October, 20 24

(Name) Bondex INSURANCE COMPANY
By (Name) Philip S. Tobey Attorney in Fact

POWER OF ATTORNEY
Bondex Insurance Company

Bond Number Bid Bond

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 its principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, Megan C. Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company in an amount not to exceed Twelve Million and 00/100 dollars.

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, Vice President or 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 27th day of June, 2024.

BONDEX INSURANCE COMPANY

BY Antonio R. Barner
Antonio R. Barner, President

State of GEORGIA
County of COBB

ACKNOWLEDGEMENT

On this 27th day of June, 2024, before me, a notary public, personally appeared Antonio R. Barner, 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 first written above,



BY Mara Buffington
Name: Mara Buffington
Notary Public

CERTIFICATE

I, J. Stephen Berry, 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.

Signed and Sealed at Atlanta, Georgia this 15th day of October, 2024.



BY J. Stephen Berry
J. Stephen Berry, Secretary

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

West Windsor Township

Transit Village Pedestrian Safety Improvements

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

Transit Village Pedestrian Safety Improvements

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :

COUNTY OF OCEAN :

I, John Kovacs
John A Kovacs of the (City, Town, Township, Borough, etc.)
of 125 Old Orchard Rd E in the County of OCEAN and the
State of Toms River NJ 08755 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 DIAMOND CONSTRUCTION
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the TOWNSHIP OF WEST WINDSOR relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

DIAMOND CONSTRUCTION

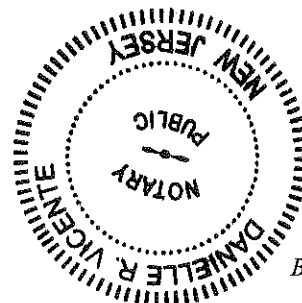
(Name of Bidder)
John Kovacs
President

(Also type or print name of affiant under signature)

Subscribed and sworn to before me this OCT 1 2024
day of _____, 20_____.

Notary Public of [Signature]
My commission expires _____, 20_____.

DANIELLE R. VICENTE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2029



Transit Village Pedestrian Safety Improvements

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:

DIAMOND CONSTRUCTION

DIAMOND CONSTRUCTION
35 BEAVERSON BLVD, SUITE 120
BRICK, NJ 08723

Organization Address:

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.)**

Transit Village Pedestrian Safety Improvements

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

Name of Individual or Business Entity	Address
John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755	President 100% John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755

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

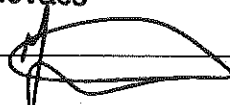
Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The 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.**

Transit Village Pedestrian Safety Improvements

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
John Kovacs President	John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755

Part IV Certification

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

Full Name (Print):	John Kovacs	Title:	President
Signature:		Date:	OCT 1 2024

Transit Village Pedestrian Safety Improvements**(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

Transit Village Pedestrian Safety Improvements

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;

Transit Village Pedestrian Safety Improvements**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

Transit Village Pedestrian Safety Improvements

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.

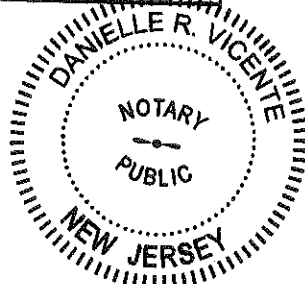
Signed by _____
Successful Bidder / Contractor
John Kovacs **President**

Signed, sealed and delivered
in the presence of


(Notarized)

DANIELLE R. VICENTE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2029

OCT 1 2024



Transit Village Pedestrian Safety Improvements

AGREEMENT

This Contract made the _____ day of _____, 2024 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **Transit Village Pedestrian Safety Improvements**. Performance by the Contractor is to be completed not later than **30** calendar days from the commencement date set forth in a written notice to proceed from the Township.

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

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or

Transit Village Pedestrian Safety Improvements

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

Section 3. Insurance.

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

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Transit Village Pedestrian Safety Improvements

Section 4. Final Inspection and Payment.

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

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

Section 5. Compliance with State and Federal Law.

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

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

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

- a. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include but not be limited to the following: employment; upgrading; demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

Transit Village Pedestrian Safety Improvements

- b. The Contractor or Subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

Transit Village Pedestrian Safety Improvements

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:
- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall

Transit Village Pedestrian Safety Improvements

be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

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

- (D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance &

EEO for conducting a compliance investigation pursuant to
Administrative Code (N.J.A.C. 17:27).

Subchapter 10 of the

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

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such a 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 compliance hearings, administering oaths, taking testimony under oath, and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

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

Section 8. Furnishing of Maintenance Bond.

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

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *Seven Hundred Fifty Dollars (\$750.00)* per day for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

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

Section 10. General Conditions.

Transit Village Pedestrian Safety Improvements

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

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

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Gay Huber
Township Clerk

Hemant Marathe
Mayor

By:

Contractor

Transit Village Pedestrian Safety Improvements

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 **OCT 1 2024**, 20_____

as a binding act in deed of

DIAMOND CONSTRUCTION

 Name of Organization

John Kovacs
President

 Authorized Signature & Title

John Kovacs
President

 Print Authorized Signature Name & Title

Transit Village Pedestrian Safety ImprovementsPREVAILING WAGE AFFIDAVIT

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

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

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

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all 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 a 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.

P.L. 2021, c. 301, effective as of May 7, 2022, requires the successful bidder submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid.

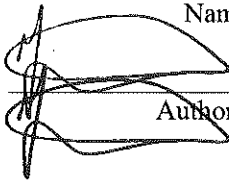
Transit Village Pedestrian Safety Improvements

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

This PREVAILING WAGE AFFIDAVIT is signed this OCT 1 2024 day of _____, 20____

DIAMOND CONSTRUCTION

as a binding act in deed of

	Name of Organization	John Kovacs President
	Authorized Signature & Title	John Kovacs President
Print Authorized Signature Name & Title		

West Windsor Township

Bid Specifications

Transit Village Pedestrian Safety Improvements

NEW JERSEY STATUTORY PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, and _____ (Legal title of SURETY)

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

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

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

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

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

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

NOW, if the said _____

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

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

Transit Village Pedestrian Safety Improvements

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

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

ATTEST:

Witness

Principal

Witness

Surety

Transit Village Pedestrian Safety Improvements

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, and _____ (Legal title of SURETY)

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

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

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

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

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

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

NOW, if the said _____

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

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

West Windsor Township

Bid Specifications

Transit Village Pedestrian Safety Improvements

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

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

ATTEST:

Witness

Principal

Witness

Surety

Transit Village Pedestrian Safety Improvements

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

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

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

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

as SURETY are held and firmly bound into _____

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

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

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

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

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

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

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

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

Transit Village Pedestrian Safety Improvements

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

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

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____

(Affix Corporate Seal)

Transit Village Pedestrian Safety Improvements

CONTRACTOR'S AFFIDAVIT

STATE OF: NEW JERSEY
COUNTY OF: OCEAN

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared John Kovacs President (Individual, Partner, or duly authorized representative of Corporate Contractor) Of (Company)

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

TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS (Project)

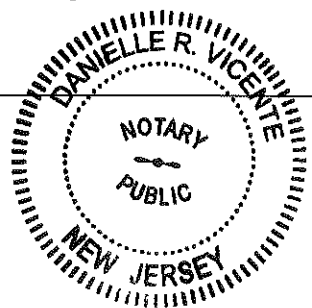
With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: NEW JERSEY
COUNTY OF: OCEAN SS:

On this OCT 1 2024 day of 20, before me personally came and appeared John Kovacs President to me known, who, being by me duly sworn, did depose and say that he resides at John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755 and that he is the President of DIAMOND CONSTRUCTION; the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Danielle R. Vicente
DANIELLE R. VICENTE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2029



OCT 1 2024 (SEAL)

Transit Village Pedestrian Safety Improvements

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____ SS: _____

COUNTY OF: _____

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

_____(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____ SS: _____

COUNTY OF: _____

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

_____(SEAL)

Transit Village Pedestrian Safety Improvements

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

John Kovacs President
(Full Name)

OF DIAMOND CONSTRUCTION
(Company and Street Address)

OCEAN County and State of NEW JERSEY 35 BEAVERSON BLVD, SUITE 120
BRICK, NJ 08723

does hereby acknowledge that he has received this OCT 1 2024 day of _____

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

DIAMOND CONSTRUCTION
(Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT, between the said DIAMOND CONSTRUCTION
(Contractor)

And Owner, the Township of West Windsor dated OCT 1 2024, 20____.
(Owner)

NOW THEREFORE, the said DIAMOND CONSTRUCTION
(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit claim and forever discharge the said Owner, the Township of West Windsor,

its successors and assigns of and from all claims and demands arising from or in connection with the said CONTRACT dated OCT 1 2024, 20____, and of and from all, and all

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

Transit Village Pedestrian Safety Improvements

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed on this OCT 1 2024, 20 .

Signed, Sealed and Delivered in the presence of:

[Signature] **John Kovacs** (SEAL)

(INDIVIDUAL) **President**

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____ (SEAL)
(PARTNER)

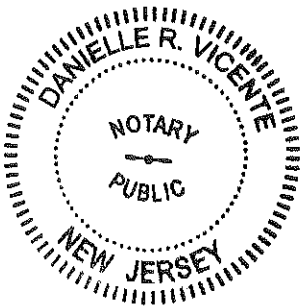
Attest: [Signature] (SEAL)

BY: **John Kovacs** **President** (SEAL)

(SECRETARY, PRESIDENT, OR VICE PRESIDENT)

[Signature] **OCT 1 2024**

DANIELLE R. VICENTE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2029



(CORPORATE SEAL)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	JAK CONSTRUCTION CORPORATION
Trade Name:	DIAMOND CONSTRUCTION
Address:	35 BEAVERSON BLVD SUITE 12 C BRICK, NJ 08723
Certificate Number:	0078750
Effective Date:	October 31, 1990
Date of Issuance:	January 25, 2018

For Office Use Only:
20180125151856889

West Windsor Township

Bid Specifications

Transit Village Pedestrian Safety Improvements

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

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

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

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

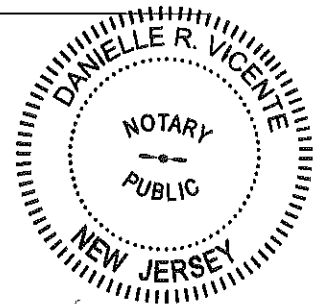
Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

Name	Not Registered	Registration Number
Bidder _____	_____	0078750
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn

Before me this _____ day

Of OCT 1 2024



[Signature]
 Signature
 John Kovacs
 President

Notary Public of NEW JERSEY

DANIELLE R. VICENTE
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES AUGUST 19, 2029

Name and Title
(type or print)

My Commission Expires _____ 20

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

Certificate Number
69394

Registration Date: 03/08/2024
Expiration Date: 03/07/2026



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:

Diamond Construction
2024

Responsible Representative(s):
John Kovacs, 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.

Transit Village Pedestrian Safety Improvements

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

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

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

	Name	Not Registered	Registration Number
Bidder	DIAMOND CONSTRUCTION		69394
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this _____ day
of _____ **OCT 1 2024**

[Signature]

[Signature] John Kovacs

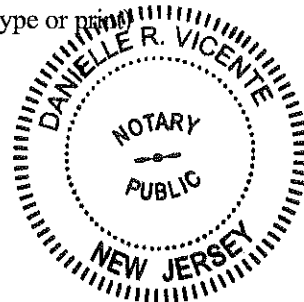
Signature President

Notary Public of NEW JERSEY

Name and Title
(type or print)

My Commission Expires _____, 20 _____

DANIELLE R. VICENTE
 NOTARY PUBLIC
 STATE OF NEW JERSEY
 MY COMMISSION EXPIRES AUGUST 19, 2029



Transit Village Pedestrian Safety Improvements

Disclosure of Investment Activities in Iran

Person or Entity

DIAMOND CONSTRUCTION

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at:

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. (Iran List)

The Chapter 25 list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Transit Village Pedestrian Safety Improvements



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information


I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the 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. 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 the Township of

Transit Village Pedestrian Safety Improvements

West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	John A. Kovacs, President	Title	President
Signature		Date	OCT 1 2024

Transit Village Pedestrian Safety Improvements

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.

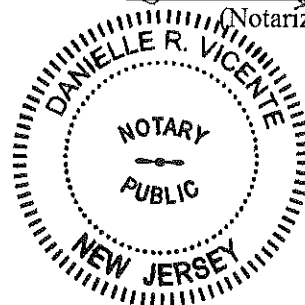
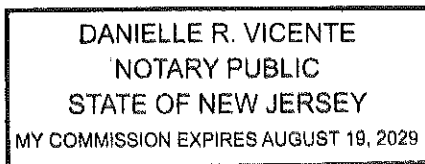
It is further agreed and understood that the Township assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and 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 [Signature] John Kovacs President
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

[Signature]
(Notarized)

DIAMOND CONSTRUCTION



OCT 1 2024

Transit Village Pedestrian Safety Improvements

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

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

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

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

Transit Village Pedestrian Safety Improvements

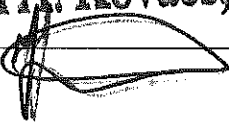
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual or Organization Name	DIAMOND CONSTRUCTION
Physical Address of Individual or Organization	DIAMOND CONSTRUCTION 35 BEAVERSON BLVD, SUITE 12C BRICK, NJ 08723
Unique Entity ID (if applicable)	K4AUBZBQN5W9
CAGE/NCAGE Code (if applicable)	8JV15
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	President
Signature:	 John A. Kovacs, President	Date:	OCT 1 2024

Transit Village Pedestrian Safety Improvements

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input checked="" type="checkbox"/>	<p>Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.</p>
<p>Name of Individual or Organization</p>	<p>John Kovacs President 100%</p>
<p>Physical Address</p>	<p>John A Kovacs 125 Old Orchard Rd E Toms River NJ 08755</p>
OR	
<input type="checkbox"/>	<p>No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.</p>
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	<p>Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.</p>
<p>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</p>	
<p>Physical Address</p>	
OR	

Transit Village Pedestrian Safety Improvements

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	John A. Kovacs, President	Title:	President
Signature:	John Kovacs	Date:	OCT 1 2024

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

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

Add additional sheets if necessary

OR

Transit Village Pedestrian Safety Improvements

<input checked="" type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
-------------------------------------	---

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
--------------------------	---

Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

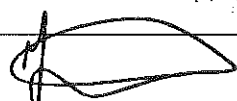
Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
--------------------------	--

Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	John A. Kovacs, President	Title:	President
Signature:		Date:	OCT 1 2024

DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

johndiamondconstruction@yahoo.com

BID REFERENCE PACKET

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- 01.) BUSINESS REGISTRATION CERTIFICATE – DIAMOND
- 02.) PUBLIC WORKS REGISTRATION - DIAMOND
- 03.) NEW JERSEY SDA CLASSIFICATION
- 04.) NEW JERSEY DPMC CLASSIFICATION AND CERTIFICATE
- 05.) TOTAL AMOUNT OF UNCOMPLETED CONTRACTS
- 06.) NEW JERSEY SBE APPROVAL
- 07.) CERTIFICATE OF EMPLOYEE INFO REPORT
- 08.) CERTIFICATE OF INSURANCE (EVIDENCE)
- 09.) AFFIRMATIVE ACTION (AA-EE0) APPROVAL
- 10.) WORK ON HAND
- 11.) PROJECT REFERENCES
- 12.) ENGINEER REFERENCES
- 13.) TRADE REFERENCES / BANK REFERENCES
- 14.) EQUIPMENT LIST
- 15.) NEW JERSEY BUSINESS ENTITY ANNUAL STATEMENT
- 16.) W9 – (SIGNED)
- 17.) FINANCIAL STATEMENTS
- 18.) SAM/CCR CREDENTIALS
- 19.) PUBLIC WORKS REGISTRATION – STATEWIDE
- 20.) BUSINESS REGISTRATION CERTIFICATE - STATEWIDE



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: IAK CONSTRUCTION CORPORATION
Trade Name: DIAMOND CONSTRUCTION
Address: 35 BEAVERSON BLVD SUITE 12 C
BRICK, NJ 08723
Certificate Number: 0078750
Effective Date: October 31, 1990
Date of Issuance: January 25, 2018

For Office Use Only:
20180125151856889

Certificate Number
89394

Registration Date: 03/08/2024
Expiration Date: 03/07/2026



State of New Jersey

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

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Diamond Construction
2024

Responsible Representative(s):
John Kovacs, President

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

Robert Aaaro-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

CONTRACTOR NOTICE OF PREQUALIFICATION

for
 JAK Construction Corp. t/a Diamond Construction
 35 Beaverson Blvd, Suite 12C
 Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024

Expiration Date: May 18, 2026

Aggregate Limit: \$2.5 Million

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input checked="" type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input checked="" type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input type="checkbox"/> Millwork	<input checked="" type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input checked="" type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input checked="" type="checkbox"/> Concrete/Foundation Footings/ Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVACR	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>



CONTRACTOR NOTICE OF PREQUALIFICATION

for

JAK Construction Corp. t/a Diamond Construction

35 Beaverson Blvd, Suite 12C

Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024

Expiration Date: May 18, 2026

Aggregate Limit: \$2.5 Million

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input checked="" type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input checked="" type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input type="checkbox"/> Millwork	<input checked="" type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input checked="" type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input checked="" type="checkbox"/> Concrete/Foundation Footings/ Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVACR	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

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Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/ VendorSearch.aspx>



CONTRACTOR NOTICE OF PREQUALIFICATION

for
JAK Construction Corp. t/a Diamond Construction
35 Beaverson Blvd, Suite 12C
Brick, NJ 08723

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: May 20, 2024
Expiration Date: May 18, 2026

Aggregate Limit: \$2.5 Million

Table with 3 columns and 40 rows of construction services. Each row contains a checkbox and a service name. Some checkboxes are checked (e.g., Site Work, Concrete/Foundation Footings/Masonry Work).

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/ VendorSearch.aspx>

Notice of Classification

From: cclass@treas.state.nj.us

To: johndiamondconstruction@yahoo.com

Date: Thursday, May 2, 2024 at 03:45 PM EDT

JAK CONSTRUCTION CORP T/A DIAMOND CONSTRUCTION
35 BEAVERSON BLVD - SUITE 12C
BRICK, NJ 08723

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND
CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,500,000	C019 - CONCRETE/FOUND. FOOTINGS/MASONRY WORK C057 - LANDSCAPE CONSTRUCTION C059 - ROAD CONSTRUCTION & PAVING C056 - SEWER PIPING & STORM DRAINS C054 - SITE WORK	05/19/2024 05/19/2024 05/19/2024 05/19/2024 05/19/2024	05/18/2026

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at <https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC701.pdf>.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR



Page 1 of 1

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION

33 WEST STATE STREET - P.O. BOX 034 - TRENTON, NEW JERSEY 08625-0034

NOTICE OF CLASSIFICATION FOR

JAK CONSTRUCTION CORPORATION
35 BEAVERSON BOULEVARD, SUITE 12C
BRICK, NJ, 08726

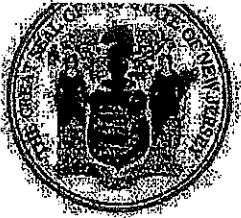
BOND AMOUNT: \$3,000,000.00

In accordance with N.J.S.A. 18A:18A-27 et seq. (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department(s) as previously noted.

Aggregate Rating	Trade(s) & License(s)	Effective Date	Expiration Date
\$2,460,000.00	C019 - CONCRETE/FOUNDATION	05/19/2024	05/18/2026
	C054 - SITE WORK		
	C056 - SEWER PIPING & STORM		
	C057 - LANDSCAPE		
	C059 - ROAD CONSTRUCTION &		

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- Information on aggregate amounts can be verified on the DPMC WEB SITE.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 W. STATE STREET
PO BOX 034
TRENTON, NEW JERSEY 08625-0034

REPLY TO:
TEL: (609) 943-3400
FAX: (609) 292-7651

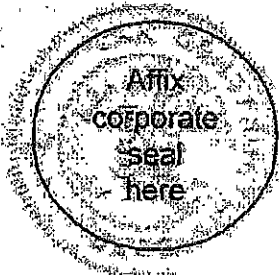
TOTAL AMOUNT OF UNCOMPLETED CONTRACTS

(This form is to be used with the NOTICE OF CLASSIFICATION when submitting bids to the Department of Education.)

I certify that the amount of uncompleted work on contracts is \$ 150,000.00

The amount claimed includes uncompleted portions of all currently held contracts from all sources (public and private) in accordance with N.J.A.C. 17:19-2.13.

I further certify that the amount of this bid proposal, including all outstanding incomplete contracts does not exceed my prequalification dollar limit.



Respectfully submitted
DIAMOND CONSTRUCTION

By

Name of Firm

[Handwritten signature]

John Kovacs

Signature

President

Title

Sworn to and subscribed before me MAR 7 2021
This day of 20.

DIAMOND CONSTRUCTION
23 BRAVERSON BLVD, SUITE 120
BRICK, NJ 08723

Notary Public

[Handwritten signature: Joanne Brennan Katz]
JOANNE BRENNAN KATZ
Notary Public, State of New Jersey
Commission # 2888456
My Comm. Expires Aug. 11, 2024

732-262-7449 732-262-7795

Phone



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHELLA OLIVER
Lt. Governor

TRENTON, NJ 08625-0026
PHONE: 609-292-2146 FAX: 609-284-6679

ELIZABETH MAHER MUCIO
State Treasurer

APPROVED
under the
Small Business Set-Aside Act.

This certificate acknowledges JAK CONSTRUCTION CORPORATION DBA: Diamond Construction DBA: Diamond Construction as a Category 5 Approved Small Business Enterprise (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This certification will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control, or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply provisionally.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 4/18/2022
Certification Number: A0237-87

Expiration: 4/18/2025

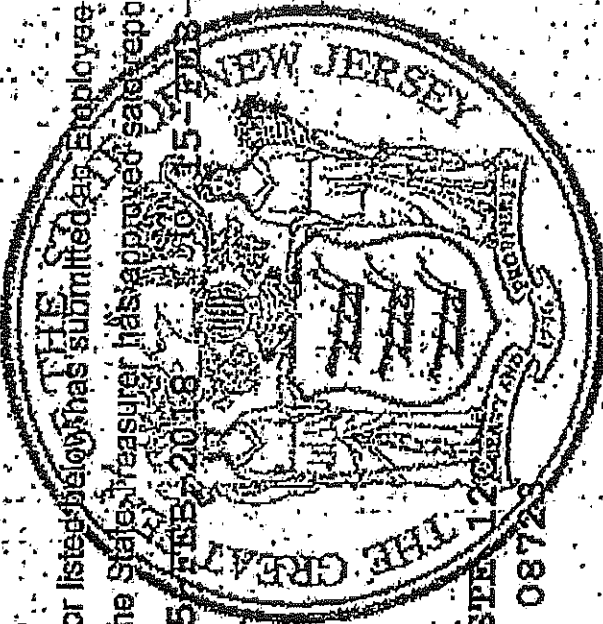
The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see statute for more.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

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 FEB 2018 TO 15 FEB 2025



DIAMOND CONSTRUCTION
35 BEAVERSON BLVD.,
BRICK NJ 08723



Ford M. Scudder

FORD M. SCUDDER
State Treasurer



JAKCONS-02

SFRITCH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure NJ Partners Insurance Services, LLC 100 Passaic Avenue Suite 120 Fairfield, NJ 07004	CONTACT NAME: Valerie Rivera	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: VRivera@acrisure.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Selective Insurance Company of America		12572
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

 Jak Construction Corporation D/B/A Diamond Construction
 35 Beaverson Blvd, Suite 12C
 Brick, NJ 08723

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			S 2066255	5/18/2024	5/18/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2066255	5/18/2024	5/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2066255	5/18/2024	5/18/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 7992139	5/18/2024	5/18/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip.			S 2066255	5/18/2024	5/18/2025	Limit \$ 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Evidence of Coverage xxxxxxxxxxxx xxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxx	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCHOCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

February 6, 2020

Mr. John Kovacs
DBE Liaison Officer
Diamond Construction
55 Beaverson Blvd.
Suite 12C
Brick, NJ 08723

Dear Mr. Kovacs:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning February 6, 2020, and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Ivette D. Santiago-Grey
Director
Division of Civil Rights and Affirmative Action

IS-G/sma
m file

DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

johndiamondconstruction@yahoo.com

10. WORK ON HAND

COUNTY OF MIDDLESEX

75 BAYARD STREET

NEW BRUNSWICK, NJ 08901

PHONE: 732-745-3277

SOUTH ORANGE/MAPLEWOOD SCHOOL DISTRICT

525 ACADEMY STREET

MAPLEWOOD, NJ 07040

PHONE: 973-378-9651 EXT. 8000 FAX: 973-378-5205

Email: tgiglio@somsd.k12.nj.us

CITY OF BELMAR

601 MAIN STREET

BELMAR, NJ 07719

PHONE: 732-681-3700

NICKERSON CORPOPRATION

515 UNION AVENUE

UNION BEACH, NJ 07735

PHONE: 732-264-0770

WORK ON HAND CONTINUED

PISCATAWAY BOARD OF EDUCATION

1515 STELTON ROAD

PISCATAWAY, NJ 08854

Phone: 732-572-0282 Fax: 732-572-6965

BOROUGH OF UNION BEACH

650 POOLE AVENUE

UNION BEACH, NJ 07735

PHONE: 732-264-2277

MAHWAH TOWNSHIP PUBLIC SCHOOLS

60 RIDGE ROAD

MAHWAH, NJ 07430

PHONE: 201-882-2402 FAX: 201-529-1287

FRANKLIN TOWNSHIP

475 DEMOTT LANE

SOMERSET, NJ 08873

PHONE: 732-873-2500

OWNER	COMPLETE	DESCRIPTION	AMOUNT
270 Drum Point Road	*	In-House Code	0.00
Yard - South River	*	In-House Code	0.00
JK Yard	*	In-House Code	0.00
Equipment	*	In-House Code	0.00
City of Reno	*	Pedestrian Ramp, 10th St ADA Improv	177,150.00
Overhead	*	In-House Code	0.00
(Diamond NVNJ Starts @ #201)	*	NEVADA JOBS	0.00
Statewide Trucking	*	Trucking - In-House	0.00
South Orange - Maplewood Schools	*	Catch Basin Repairs - 3 Locations	30,000.00
Motto Trucking LLC	*	Snow Plowing	7,200.00
Nickerson-Central Reginal HS	*	Replace concrete under bleachers	35,800.00
Willingboro Township	*	Concrete Repairs	89,918.00
Passaic-Myrtle Ave	*	Reconstruction Ada Ramp	48,173.00
Central Regional BOE	*	Concrete apron baseball field	24,000.00
South Orange- Tuscan Elem Sch	*	Concrete sidewalk	16,400.00
East Windsor Reg BOE- Hightstown HS	*	repairs to loading dock	10,200.00
Jackson Twp - various locations	*	repair and replace sidewalks	32,840.00
South Orange- Seth Boyden Elem	*	Stair railing replacement & Masonry concrete	44,000.00
Spotswood BOE-Appleby School	*	Rapair Ashpalt, install speed bumps	65,900.00
South Orange-Underhill Sports Complex	*	Pedestrian improvments, sidewalk, apron, curb etc	38,400.00
Camden Co BOE - Tech School	*	Wood Floor removal installation of concrete	228,000.00
Mahwah Twp BOE-Ridge Rd	*	Front entrance driveway, driveway in front of school	254,000.00
Montgomery Twp BOE- Middle Sch	*	Pavement Rehabilitation(trench repair)	10,700.00
Camden -Sicklerville Campus	*	stamped concrete patio install outdoor classroom	38,000.00
OTC -Mt Holly	*	Concrete curb and ADA Replacement	33,450.00
Nickerson-Cumberland County Fairground	*	Concrete Bleacher Pad	15,000.00
Spotswood BOE-Memorial M. School	*	Sidewalk Replacement w/ 20' Curb at Exit # 3 PO# 22-1050	19,200.00
Spotswood BOE-Memorial M. School	*	Milling & Paving of Basket Ball Court PO# 22-1051	44,000.00
			1,085,181.00

OWNER	COMPLETE	DESCRIPTION	AMOUNT
Camden County Vo-Tech (Sicklerville)	*	Misc. Concrete Repairs around Campus (3 PO's - 1 Job)	48,800.00
Island Heights Board of Education	*	Asphalt Recreational Playground Upgrades (220403)	194,000.00
MAHWAH TWSP BOE	*	Sidewalk Replacement Various Schools (Multiple PO's)	44,100.00
Lumberton BOE	*	Asphalt Repairs at Multiple Schools (Multiple PO's - 3)	94,000.00
HAMILTON TWSP BOE	*	Milling & Paving at Various Schools (Multiple PO's - 3)	363,000.00
Nickerson Construction/ Parsippany	*	Construction of Grandstand Bleacher Pad Concrete	70,000.00
WEST WINDSOR PLAINSB. BOE	*	Concrete S/walk Replacement around HIS North Campus	186,000.00
South Orange Maplewood Bd of Ed.	*	Sink hole & Masonry Repairs at 2 Lens (Multiple PO's-2)	37,600.00
No Warren Regional BOE	*	Catch Basin Repair	14,000.00
CENTRAL REG. SCHOOL DISTR.	*	Asphalt Path Repair at Rear of High School 23A-0279	12,400.00
Middletown Twsp. Board of Education	*	Asphalt & Concrete Upgrades Various Lens. (Munt. PO's)	42,600.00
MAHWAH TWSP BOE/RAMAPO	*	CRACK-FILL AT RAMAPO RIDGE ROAD SCHOOL	10,000.00
Village of Suffern, Suffern, NY	*	Belgium Block Curbing and Handicapped ramps	232,175.00
FLORENCE TOWNSHIP	*	Miscellaneous S/walk & Curb Repairs at Various Lens.	104,000.00
Hamilton Twsp Bd of Education	*	Concrete S/walk @ Nottingham & Sunnybrae (3 Po's)	59,280.00
SPRING LAKE HEIGHTS	*	Concrete S/walk and Curb Repairs @ Spring Lake Elem.	50,400.00
Montgomery Twsp Bd of Education	*	Asphalt patching in HS Parking Lot PO # 23-01647	79,400.00
NORTH ARLINGTON BOE	partial	Drainage Improvements @ Veterans Memorial MS	624,000.00
Bound Brook BOE	*	Concrete Stair/Landing/Handrail Replacement @Smalley	64,250.00
WEST WINDSOR PLAINSB. BOE	*	Sidewalk Replacement Various Schools (Multiple PO's)	1,680.00
Mahwah TWP BOE High School	*	Sinkhole Remediation at HS and Masonry at GW School	15,000.00
Jersey City School#41	*	Emergency Work - Paving at School 41 - Asphalt Patch	39,000.00
EMERSON BOE	*	Concrete S/walk Repair/Replacement @ Villano School	31,800.00
Township of Bloomfield	partial	2022 Combined Pedestrian Safety Improvements	243,665.65
LOGAN TOWNSHIP	partial	Township Line Road Pedestrian Sidewalk Improvements	167,782.10
Bayonne Housing Authority	*	Concr. Sidewalk and Curb replacement Bayview Manor	185,000.00
South Orange Maplewood Bd of Ed	*	Asphalt D/Way Apron Repair on Valley Ave side of HS	9,500.00
Township of Fairfield	partial	2021-2022 CDBG Grant Sidewalk Extensions	158,865.00
Township of Chesterfield	*	FY2021 - Community Development Block Grant Program	75,010.00
WEST WINDSOR PLAINSB. BOE	*	Concrete Slab @ HS North for Portable B/room Trailer	19,320.00
Montgomery Twsp Bd of Education	*	High School Parking Lot Misc. Line Striping & Markings	14,000.00
MAHWAH BD OF EDUCATION	*	Misc. Pothole Repairs & Appurtenant Items (Multiple PO's-2)	15,800.00

OWNER	COMPLETE	DESCRIPTION	AMOUNT
270 Drum Point Road	*	In-House Code	0.00
Yard - South River	*	In-House Code	0.00
JK Yard	*	In-House Code	0.00
Equipment	*	In-House Code	0.00
City of Reno		Ped Ramp J202018A-00100	116,500.00
City of Reno		Sidewalks	393,000.00
Overhead	*	In-House Code	0.00
(Diamond NVNJ Starts @ #201)	*	NEVADA JOBS	0.00
Statewide Trucking	*	Trucking - In-House	0.00
Lakewood Twp BoE	100%	Milling and Paving at The Oak Avenue School	92,000.00
Nickerson Hasbrouk Heights HS		Demolition and Reconstruction of Conc. Bleachers & Figs	TBD
Nickerson - Brookdale College		Construction of a Single Bleacher Pad	21,000.00
Mahwah Bd of Education		Milling & Paving @ The Betsy Ross School, Mahwah, NJ	134,000.00
Twp of Pennsauken		2021 concrete repair program contract	193,550.00
Twp of Millburn		Handicapped Ramps along Wyoming Avenue	56,000.00
Hamilton Twp BoE		Asphalt Paving at the Mercerville Elementary School	36,000.00
County of Passaic		ADA Compliant curb ramps, Pompton Lakes	193,033.00
Little Egg BOE		concrete/paving, Frog Pond Elementary School	78,200.00
Jackson Twp BOE		Emergency	54,730.25
Nickerson/Tenafly		Landscape block retain wall, Tenafly HS	30,000.00
Hamilton Twp BoE		Milling & Paving @ Langtree, Univer. Hts & Steiner HS	259,000.00
West Windsor Bd of Ed		Remove & Replace Bollards at Board Office	26,200.00
Mahwah Bd of Education		Asphalt Island Repair at Joyce Kilmer School	43,000.00
Lakewood Bd of Education		Mill & Pave @ M/S @ small lot across from Football field	24,400.00
Village of Suffern		Belgium Block Curbing in Suffern NY	204,050.00
Lakewood Bd of Education-Middle Sch		Front Entrance Asphalt Removal and Replacement	224,000.00
Egg Harbor Twp		Paving, Swift School, Joyce Miller & Eagle Academy	755,500.00
Lakewood BOE Ella G Clark Drainage		Emergency Repair & Supplemental Drainage (61k + 127k)	188,210.50
Lakewood BOE Ella G Clark Paving		Milling & Paving of the Ella Clark Middle School	198,000.00

PROJECT LIST - 2021

DIAMOND CONSTRUCTION

4/11/2024

Coltsneck BOE- Conover Elem		Asphalt repair	1	14,400.00
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West Windsor Plainsboro BOE		Various locations Inlets, catch basin and sidewalk	76,600.00
Lawrence Twp-Harney Corner		Sidewalk extension	119,675.48
Paramus Shade Tree- Borough		Sidewalk replacement	156,000.00
Egg Harbor Twp- BOE		Swift Campus traffic improvements -Phase 1	492,000.00
Hamilton Twp-BOE		Concrete sidewalks and repairs	40,266.00
Piscataway BOE		Grandview School	21,000.00

DIAMOND CONSTRUCTION

Jackson BoE - Memorial HS Catch	100%	Catch Basin Reconstruction		9,000.00
Paramus Shade Tree - Extension	100%	Sidewalk Replacement Extension of 076-2017		290,000.00
Piscataway - Eisenhower School	100%	Catch Basin Reconstruction		11,800.00
Saddle Brook BoE - Smith School	100%	Smith School Bleacher pads		12,200.00
West Windsor-Plainsboro-HS North	100%	HS North Catch Basin		11,500.00
Emerson BoE - Softball Pads	100%	Dugout Pads		16,200.00
Colts Neck Transportation Dept	100%	Back Bldg ADA Stalls		16,200.00
Colts Neck BoE-CPS	100%	Admin Bldg/Conover Asphalt		264,000.00
Salem County VoTech	100%	Repair at Career/Tech School		18,400.00
Jackson BoE - Liberty ADA	100%	ADA Pathways		12,400.00
Spotswood BoE	100%	HS Asphalt Repair		18,400.00
East Brunswick Complex				
Scotch Plains BoE - Various	100%	Asphalt Repairs		170,000.00
Nickerson - New Rochelle	100%	Bleacher Slab		48,000.00
Nickerson - WoodRidge	100%	Bleacher Slab		80,860.00
Lumberton SD	100%	Asphalt Repairs		47,340.00
Clearview Regional HS	100%	Transp. Facility Sidewalk Replacement		20,500.00
North Warren Reg BoE	100%	Sidewalks/Curbs Repair		179,000.00
Nickerson - Lakewood HS	100%	Concrete Pad Homestand		83,400.00
Nickerson - Tenafly HS	100%	Bleacher Slab/AddOn Asphalt Path		103,840.00
Ventnor City - ADA Ramps	10%	Various Locations		271,338.00
Nickerson - Valley Stream	100%	Jr HS and South HS sitework		44,000.00
Little Egg Harbor SD	100%	Mitchell ES Sidewalk & Curb		24,430.00
Winslow Twp BoE	100%	HS Curb Replacement		21,000.00
Mansfield Twp BoE	100%	ES Basketball court repairs and sidewalk install		13,200.00
City of Trenton - Dept W & S	20%	Roadway Restoration Annual Contract thru May 21, 2021		488,475.00
Nickerson - Manasquan	100%	Non Bleacher work		42,500.00
Mahwah HS	100%	SW/curb connectors-M&P-Pathway		213,520.00
Somerville Borough	100%	CDBG Curb Ramps - Davenport St		83,932.22
Cinnaminson BoE	100%	Elenore Rush/New Albany Schools M&P, sitework		353,602.00
Preferred Mechanical	100%	West Windsor/Plainsboro HS North trench		15,000.00

DIAMOND CONSTRUCTION

PROJECT LIST - 2020

Riverside Twp	100%	2019 Inlet Repairs	95,150.00
Saddle Brook BoE - Washington School	100%	Conc Apron and Bollard Removal	26,400.00
Hamilton Twp BoE	100%	Steinart HS M&P	143,200.00
Piscataway BoE	100%	Quibbletown	38,400.00
Jackson BoE	100%	Sylvia Rosenauer Concrete Platform	12,000.00
West Windsor-Plainsboro BoE	100%	Millstone River & Dutch Neck school work	32,900.00
Piscataway Twp		2020 Sidewalk Program	141,570.81
Stockton Township		Hilltop & Moore Road Improvements	440,193.25
City of Margate		2019/2020 Curb/Gutter Program	56,731.01
Cinnaminson Township		2020 ADA Curb Ramp Program	142,363.13
M&M/Spring Lake Heights		Solar Enclosure	126,400.00
Jackson Twp BoE	100%	Emergency Repair - Goetz School	48,854.05
Township of Delran		Handicapped Ramps - Various	62,274.80
Lakewood Twp BoE		Milling & Paving @Clifton & 521 Princeton Ave. Schools	174,000.00
West Long Branch		Sidewalk Reconstruction at Wall Stret	372,000.00
Nickerson Wood- Ridge		Concrete Slabs (4) for baseball and Softball field	204,840.00

DIAMOND
CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

johndiamondconstruction@yahoo.com

11. PROJECT REFERENCES.

DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

johndiamondconstruction@yahoo.com

12. ENGINEER REFERENCES

OWEN LITTLE & ASSOCIATES
443 ATLANTIC CITY BLVD.
BEACHWOOD, NJ 08722
(732) 244-1090

NICKERSON CORPORATION
11 MOFFITT BLVD.
BAY SHORE, NY 11705
(516) 729-0936

BOSWELL ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 373-8908

T & M ASSOCIATES
1144 HOOPER AVENUE
TOMS RIVER, NJ 08753
(732) 473-3400

VAN CLEEF ENGINEERING
1128 ROUTE 31
LEBANON, NJ 08833
(908) 735-9500

REMINGTON & VERNICK ENGINEERS
THE PRESIDENTIAL CENTER, LINCOLN BUILDING
101 ROUTE 130
CINNAMINSON, NJ 08077

DIAMOND CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

johndiamondconstruction@yahoo.com

13. TRADE / BANK REFERENCES

FOLEY, INC. (CATERPILLAR DISTRIBUTOR)

P/ 732-855-5555 ACCOUNT #: C1000021- 0400496

PO BOX 787132, PHILADELPHIA, PA 19178-7132

855 CENTENNIAL AVENUE, PISCATAWAY, NJ 08855

SRM CONCRETE

P/ 201-693-9702 F/ 201-703-6948 ACCOUNT#: 1400584

PO BOX 417730, BOSTON, MA 02241

SRM CONCRETE

P/ 615-355-1028 ACCOUNT#: 402086

1000 HOLLINGSHEAD CIRCLE, MURFREESBORO TN 37129

CLAYTON CONCRETE

P/ 732-751-7666 F/ 732-751-7630 ACCOUNT#: 2312

1355 CAMPUS PARKWAY, WALL NJ 07719

COUNTY CONCRETE

P/ 973-584-7122 F/973-584-4370 ACCOUNT#: DIAM 0503

PO BOX F 50 RAILROAD AVE, KENVIL, NJ 07847

STAVOLA ASPHALT

P/ 732-542-2328 X202 F/732-242-2615 ACCOUNT#: 95640

175 DRIFT ROAD, TINTON FALLS, NJ 07724

R.E. PIERSON MATERIALS CORP.

P/856-467-4199 CUSTOMER NO. 1506

PO BOX 704

BRIDGEPORT, NJ 08014

BANK REFERENCES:

OCEAN FIRST BANK

P/732-240-4500 X5600 F/732-714-1729 ACCOUNT#: 503006022629

FEDERAL ID#: 22-3060442 RT 88 POINT PLEASANT, NJ 08742

Diamond Construction Vehicle List		
6/30/2024		
VEHICLE	PLATE	VIN #
2000 PETERBUILT DUMP TRUCK - Red	XFTD42	1NPALU9XXYN493213
2006 PETERBUILT DUMP TRUCK - White	XT870G	1NP5XBTX36D888341
2009 PETERBILT 367 - Quad #5	XDUF52	1NPTL4EX99D792312
2014 CAT CT660 - Purple #6 - TEJ00102	XFPX14	3HTJKTKT5EN780134
2015 PETERBILT 367 - New Red	XCJD12	1NPTXPEX3FD268820
2015 CAT CT660L - Brown #7 - TEJ00149	XHXT69	3HTJKTKT2FN649213
2008 GMC TOP KICK C4500	XT482V	1GDE4C1908F400184
2013 FORD F350 DRW MASON DUMP	XBDE60	1FDRF3H6XD8E25950
2015 FORD F550 DRW MASON DUMP	XJDC94	1FD0X5HYXFEA84208
2023 CHEV SILVERADO F350 MASON DUMP	XKNS84	1GB4YSE71PF227141
2023 FORD F350 PICKUP	XNTL65	1FT8W3BA9PEC73251
2011 FORD VAN	XX436V	1FTSE3ELXBDB18700
2013 FORD E250 CARGO VAN	XAUF78	1FTNS2EW2DDA42998
2014 FORD E250 CARGO VAN	XDTY26	1FTNE2EW9EDA19517
2016 GMC SAVANA 2500 VAN	XDBY88	1GTW7BFFXG1313817
1995 CAT 426-B X4 BACKHOE	87EW	6KL01742
2001 CAT 430-D BACKHOE	87EW 2	BML00455
2010 CAT 450-E BACKHOE LOADER	87EW 3	EBL00438
2014 CAT 450-F BACKHOE LOADER	87EW 4	HJR00262
2014 CAT 450-F BACKHOE LOADER - NEW	87EW 5	HJR00332
2009 CAT CB34 VIB COMPACTOR ROLLER		34500382
2013 WEILER P385 ASPHALT PAVER		P385-1162
2017 CAT CB14B XW EXTRA WIDE ROLLER		047301453
1998 STEPHAN GREEN FORM TRAILER	TAS99W	SG042298TCMPRS200
2006 STEPHAN GREEN TRAILER	TDK11C	1S920A22961489005
2008 CAM TRAILER	TGK62W	5JPBU23248P021237
2012 BTX TRAILER	TSZ60D	16VEX1627C2318906
2013 STEPHAN GREEN TRAILER	TMA87J	1S9A25220D1489601
2016 BIG TEX TRAILER	TTP66R	16VEX1625G2079264
INGERSOLL RAND COMPRESSOR		356247 I/R
2012 SULLAIR COMPRESSOR 185CFM - #1		201210220008
2012 SULLAIR COMPRESSOR 185CFM - #2		201210260027
2015 ATLAS COMPRESSOR 185CFM		HOP045964
2016 FORD F250 PICKUP-fuel truck (white)	XMCR15	1FTBF2B69GEA55337
2016 CHEVROLET TAHOE - NJ tan	D11MMY	1GNSKCKCXGR295794
2017 FORD F150 PICKUP (black)	XFGB64	1FTFX1EF9HFB97137



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
 Phone: (609) 292-8700

FORM BE

THIS FORM MUST BE ELECTRONICALLY FILED AT:
 www.elec.nj.gov

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

APR 30 2024

Date of Statement APR 30 2024
format: MM/DD/YYYY

Activity for Calendar Year 2023

Check if Amendment

Part 2: Business Entity Information

Business Name DIAMOND CONSTRUCTION

Business Type _____

Address 1 DIAMOND CONSTRUCTION
55 BEAVERSON BLVD, SUITE 12G
BRICK, NJ 08723

Address 2 _____

City _____ State New Jersey Zip _____

*(Area Code) Telephone Number 732-262-7449

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name John Kovacs Last Name John Kovacs

Title/Position President Date APR 30 2024

*(Area Code) Telephone Number 732-262-7449

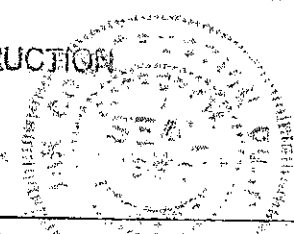
Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

DIAMOND CONSTRUCTION

John A. Kovacs, President



*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return) DIAMOND CONSTRUCTION	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) DIAMOND CONSTRUCTION	Requester's name and address (optional)
City, state, and ZIP code BEAVERSON BLVD, SUITE 12C BRICK, NJ 08723	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	2213060442

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).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ JAN 25 2024
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

DIAMOND
CONSTRUCTION

35 Beaverson Blvd., Suite 12-C, Brick, New Jersey 08723

Phone: (732) 262-7449 Fax: (732) 262-7795

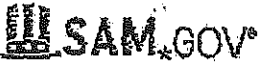
johndiamondconstruction@yahoo.com

17. FINANCIAL STATEMENTS AVAILABLE UPON AWARD REVIEW

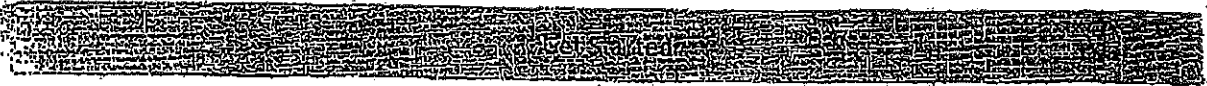
An official website of the United States government
Here's how you know



You have 2 new alerts
Show / Hide Alerts



< Entity Workspace



Show Workspace For
Non-Federal Entities

Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By

Search by Keyword

Search By Entity

Search By Status

Work in Progress Registration

Submitted Registration

Active Registration

Inactive Registration

ID Assigned

Pending ID Assignment

Expiration Date

Search by FSD Number

Address Update

Reset

< 1 of 1 >

Results per page

25

Sort by

Expiration Date Ascending

JAK CONSTRUCTION CORPORATION • Active Registration

Unique Entity ID:
K4AUBZBDN5W9

CAGE/NCAGE:
BJV15

Doing Business As:
(blank)

Physical Address:
35 BEAVERSON BLVD, SUITE 11C
BRICK, NJ 08723-7812 USA

Purpose of Registration:
All Awards

Expiration Date:
Oct 17, 2023



Feedback

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+ [Our Partners](#)

+ [Policies](#)

+ [Customer Service](#)



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Certificate Number
651268

Registration Date: 03/08/2024
Expiration Date: 03/07/2026



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:

Statewide Construction Personnel Incorporated
2024

Responsible Representative(s):
John Kovacs, President

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

NON TRANSFERABLE

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: STATEWIDE CONSTRUCTION PERSONNEL CORPORATION
Trade Name:
Address: 130 MAPLE AVE STE WB-2
RED BANK, NJ 07701
Certificate Number: 1222502
Date of Issuance: May 08, 2006

For Office Use Only:
20060508140816288

Transit Village Pedestrian Safety Improvements

NJDOT FY22 Transit Village – Alexander Rd Pedestrian Safety Improvements
NJDOT FY23 Transit Village – Wallace Rd and Scott Ave Intersection Visibility Improvements

WEST WINDSOR TOWNSHIP
MERCER COUNTY, NEW JERSEY



**BID OPENING: TUESDAY, OCTOBER 1, 2024 – 2:30 PM, WEST WINDSOR
TOWNSHIP MUNICIPAL BUILDING, ROOM A, MUNICIPAL COMPLEX, 271
CLARKSVILLE ROAD, WEST WINDSOR TOWNSHIP, NJ 08550**

Transit Village Pedestrian Safety Improvements

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	DC
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	DC
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	DC
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	DC
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	DC

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

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

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	DC
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	DC
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	DC
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	DC
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	DC

Transit Village Pedestrian Safety Improvements

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

Name of Bidder: Edward H. Cray, Inc.

By Authorized Representative: David W. Cray

Signature: 

Print Name and Title: David W. Cray, President

Date Signed: October 1, 2024

Transit Village Pedestrian Safety Improvements

BID FORM and BID ITEMS

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

RE: **WEST WINDSOR TOWNSHIP
TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS**

This Bid will not be accepted after **2:30 pm** prevailing time on **Tuesday, October 1, 2024**, at which time all Bids will be publicly opened and read.

Edward H. Cray, Inc.

Name of Firm Submitting Bid

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

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

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

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

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

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

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

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."

The award of a contract will be based on the bidder who submits the lost of Bid A + Bid B. The contract will not be awarded to two separate bidders.

FY2022 TV – ALEXANDER ROAD PEDESTRIAN SAFETY IMPROVEMENTS – BID A

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	NJDOT Spec. Provisions Sec. 154	MOBILIZATION Lump Sum @\$ 2,500. ⁰⁰ <u>Two Thousand Five Hundred</u> <u>Dollar and Zero Cents</u> (Write out unit price)	<u>2,500.⁰⁰</u>
2	NJDOT Spec. Provisions Sec. 201	CLEARING SITE Lump Sum @\$ 3,000. ⁰⁰ <u>Three Thousand Dollars and Zero</u> <u>Cent</u> (Write out unit price)	<u>3,000.⁰⁰</u>
3	NJDOT Spec. Provisions Sec. 154	PROJECT VIDEO Lump Sum @\$ 1,000. ⁰⁰ <u>One Thousand Dollars and Zero</u> <u>Cents</u> (Write out unit price)	<u>1,000.⁰⁰</u>

<u>ITEM #</u>	<u>SPEC. REFER.</u> <u>FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &</u> <u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
4	NJDOT Spec. Provisions Sec. 159	TRAFFIC FLAGGER 16 HOURS @ \$ 100. ⁰⁰ per HOUR <u>One Hundred Dollars and Zero</u> <u>Cents</u> (Write out unit price)	<u>\$ 1,600.⁰⁰</u>
5	NJDOT Spec. Provisions Sec. 159	UNIFORM TRAFFIC DIRECTOR 8 HOURS @ \$ 112. ⁸⁵ per HOUR <u>One Hundred Twelve Dollars and</u> <u>Eighty Five Cents</u> (Write out unit price)	<u>\$ 902.⁸⁰</u>
6	NJDOT Spec. Provisions Sec. 159	TRAFFIC CONES 15 UNITS @ \$ 17. ⁵⁰ per UNIT <u>Seventeen Dollars and Fifty</u> <u>Cents</u> (Write out unit price)	<u>\$ 262.⁵⁰</u>
7	NJDOT Spec. Provisions Sec. 159	DRUMS 10 UNITS @ \$ 64. ⁰⁰ per UNIT <u>Sixty-Four Dollars and Zero</u> <u>Cents</u> (Write out unit price)	<u>\$ 640.⁰⁰</u>
8	NJDOT Spec. Provisions Sec. 159	BREAKAWAY BARRICADE 4 UNITS @ \$ 62. ⁰⁰ per UNIT <u>Sixty-Two Dollars and Zero</u> <u>Cents</u> (Write out unit price)	<u>\$ 248.⁰⁰</u>
9	NJDOT Spec. Provisions Sec. 202	EXCAVATION, TEST HOLE 25 CY @ \$ 51. ⁰⁰ per CY <u>Five Hundred Ten Dollars and</u> <u>Zero Cents</u> (Write out unit price)	<u>\$ 1,275.⁰⁰</u>

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
10	NJDOT Spec. Provisions Sec. 607	6"x8"x18" CONCRETE VERTICAL CURB 25 LF @ \$93. ⁰⁰ per LF <u>Ninety-Three Dollars and Zero Cents</u> (Write out unit price)	<u>\$2,325.⁰⁰</u>
11	NJDOT Spec. Provisions Sec. 606	CONCRETE SIDEWALK, 4" THK. 5 SY @ \$500. ⁰⁰ per SY <u>Five Hundred Dollars and Zero Cents</u> (Write out unit price)	<u>\$2,500.⁰⁰</u>
12	NJDOT Spec. Provisions Sec. 612	RECTANGULAR RAPID FLASH BEACON, COMPLETE 2 UNITS @ \$9,930. ⁰⁰ per UNIT <u>Nine Thousand Nine Hundred Thirty Dollars and Zero Cents</u> (Write out unit price)	<u>\$19,860.⁰⁰</u>
13	NJDOT Spec. Provisions Sec. 612	SPEED SENTRY FEEDBACK SIGNAGE, COMPLETE 2 UNITS @ \$11,450. ⁰⁰ per UNIT <u>Eleven Thousand Four Hundred Fifty Dollars and Zero Cents</u> (Write out unit price)	<u>\$22,900.⁰⁰</u>
14	NJDOT Spec. Provisions Sec. 811	TOPSOILING, 5" THICK 25 SY @ \$26. ²⁵ per SY <u>Twenty-Six Dollars and Twenty-Five Cents</u> (Write out unit price)	<u>\$656.²⁵</u>
15	NJDOT Spec. Provisions Sec. 811	FERTILIZING AND SEEDING, TYPE A-3 25 SY @ \$6. ⁰⁰ per SY <u>Six Dollars and Zero Cents</u> (Write out unit price)	<u>\$150.⁰⁰</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
16	N/A	ALLOWANCE 2,500 DOLLARS @ \$1.00 One Dollar and Zero Cents (Write out unit price)	\$2,500.00
TOTAL PRICE BID (Items 1 to 16) <i>Seventy-Three Thousand Seven Hundred Ninety-Four Dollars and Fifty-Five Cents</i>			<u>\$73,794.⁵⁵</u>

FY2023 TV – WALLACE ROAD AND SCOTT AVENUE INTERSECTION VISIBILITY IMPROVEMENTS– BID B

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
17	NJDOT Spec. Provisions Sec. 154	MOBILIZATION Lump Sum @ \$ <i>2500.⁰⁰</i> <i>Two thousand five Hundred Dollars and Zero Cents</i> (Write out unit price)	<u>\$2,500.⁰⁰</u>
18	NJDOT Spec. Provisions Sec. 201	CLEARING SITE Lump Sum @ \$ <i>5,000.⁰⁰</i> <i>Five Thousand Dollars and Zero Cents</i> (Write out unit price)	<u>\$5,000.⁰⁰</u>
19	NJDOT Spec. Provisions Sec. 154	PROJECT VIDEO Lump Sum @ \$ <i>1,000.⁰⁰</i> <i>One Thousand Dollars and Zero Cents</i> (Write out unit price)	<u>\$1,000.⁰⁰</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
20	NJDOT Spec. Provisions Sec. 159	TRAFFIC FLAGGER 104 HOURS @ \$ 100. ⁰⁰ per HOUR <u>One Hundred Dollars and Zero Cents</u> (Write out unit price)	<u>\$10,400.⁰⁰</u>
21	NJDOT Spec. Provisions Sec. 159	UNIFORM TRAFFIC DIRECTOR 32 HOURS @ \$ 112. ⁸⁵ per HOUR <u>One Hundred Twelve Dollars and Eighty-Five Cents</u> (Write out unit price)	<u>\$3,611.²⁰</u>
22	NJDOT Spec. Provisions Sec. 159	TRAFFIC CONES 10 UNITS @ \$ 17. ⁵⁰ per UNIT <u>Seventeen Dollars and Fifty Cents</u> (Write out unit price)	<u>\$175.⁰⁰</u>
23	NJDOT Spec. Provisions Sec. 159	DRUMS 5 UNITS @ \$ 64. ⁰⁰ per UNIT <u>Sixty-Four Dollars and Zero Cents</u> (Write out unit price)	<u>\$320.⁰⁰</u>
24	NJDOT Spec. Provisions Sec. 159	BREAKAWAY BARRICADE 4 UNITS @ \$ 62. ⁰⁰ per UNIT <u>Sixty-Two Dollars and Zero Cents</u> (Write out unit price)	<u>\$248.⁰⁰</u>
25	NJDOT Spec. Provisions Sec. 158	INLET FILTER, TYPE 2 5 UNITS @ \$ 288. ⁰⁰ per UNIT <u>Two Hundred Eighty-Eight Dollars and Zero Cents</u> (Write out unit price)	<u>\$1,440.⁰⁰</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
26	NJDOT Spec. Provisions Sec. 202	EXCAVATION, TEST HOLE 25 CY @ \$ 510. ⁰⁰ per CY <u>Five Hundred Ten Dollars and</u> <u>Zero Cents</u> (Write out unit price)	<u>\$12,750.⁰⁰</u>
27	NJDOT Spec. Provisions Sec. 607	6"x8"x18" CONCRETE VERTICAL CURB 75 LF @ \$ 81. ²⁵ per LF <u>Eighty-Nine Dollars and Twenty-</u> <u>Five Cents</u> (Write out unit price)	<u>\$6,093.⁷⁵</u>
28	NJDOT Spec. Provisions Sec. 606	CONCRETE SIDEWALK, 4" THK. 75 SY @ \$ 120. ⁷⁵ per SY <u>One Hundred Twenty Dollars and</u> <u>Seventy-Five Cents</u> (Write out unit price)	<u>\$9,056.²⁵</u>
29	NJDOT Spec. Provisions Sec. 606	DETECTABLE WARNING SURFACE 6 UNITS @ \$ 367. ⁵⁰ per UNIT <u>Three Hundred Sixty Seven Dollars</u> <u>and Fifty Cents</u> (Write out unit price)	<u>\$2,205.⁰⁰</u>
30	NJDOT Spec. Provisions Sec. 613	DENSE GRADED AGGREGATE, IF & WHERE DIRECTED 50 CY @ \$ 68. ²⁵ per CY <u>Sixty-Eight Dollars and Twenty-</u> <u>Five Cents</u> (Write out unit price)	<u>\$3,412.⁵⁰</u>
31	NJDOT Spec. Provisions Sec. 613	1 1/2" CLEAN STONE, IF & WHERE DIRECTED 50 CY @ \$ 68. ²⁵ per CY <u>Sixty-Eight Dollars and Twenty-</u> <u>Five Cents</u> (Write out unit price)	<u>\$3,412.⁵⁰</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
32	NJDOT Spec. Provisions Sec. 612	RECTANGULAR RAPID FLASH BEACON, COMPLETE 4 UNITS @ \$ 9,472. ⁰⁰ per UNIT <u>Nine Thousand Six Hundred Forty - Five Dollars and Zero Cents</u> (Write out unit price)	<u>\$ 38,580.⁰⁰</u>
33	NJDOT Spec. Provisions Sec. 811	TOPSOILING, 5" THICK 75 SY @ \$ 26. ²⁵ per SY <u>Twenty-Six Dollars and Twenty-five Cents</u> (Write out unit price)	<u>\$ 1,968.⁷⁵</u>
34	NJDOT Spec. Provisions Sec. 811	FERTILIZING AND SEEDING, TYPE A-3 75 SY @ \$ 6. ⁰⁰ per SY <u>Six Dollars and Zero Cents</u> (Write out unit price)	<u>\$ 450.⁰⁰</u>
35	N/A	ALLOWANCE 2,500 DOLLARS @ \$1.00 <u>One Dollar and Zero Cents</u> (Write out unit price)	<u>\$2,500.00</u>
TOTAL PRICE BID (Items 17 to 35) <u>One Hundred Five Thousand Seven Hundred Twenty-Two Dollars and Twenty Twenty-five Cents</u>			<u>\$ 105,722.⁷⁵</u>

Transit Village Pedestrian Safety Improvements

FY2022 TV – ALEXANDER ROAD PEDESTRIAN SAFETY IMPROVEMENTS – BID A

TOTAL PRICE BID (Items 1 to 16)

\$ 73,774.⁵⁵

Seventy-Three Thousand Seven
Hundred Ninety-Four Dollars and
Fifty-Five Cents

FY2023 TV – WALLACE ROAD AND SCOTT AVENUE INTERSECTION VISIBILITY IMPROVEMENTS – BID B

TOTAL PRICE BID (Items 17 to 35)

\$105,722.⁹⁵

One Hundred Five Thousand Seven
Hundred Twenty-Two Dollars and
Ninety-Five Cents

TOTAL AMOUNT: BID A + BID B

TOTAL PRICE BID (Items 1 to 35)

\$179,517.⁵⁰

One Hundred Seventy-Nine
Thousand Five Hundred Seventeen
Dollars and Fifty Cents

Transit Village Pedestrian Safety Improvements

If a Corporation,

Name of Contractor Edward H. Cray, Inc.

Signature of Bidder [Handwritten Signature] President

Business Address 12 Seventh Avenue, Trenton, NJ 08619

Incorporated under the Laws of the State of New Jersey

President David W. Cray (Name) President (Title)
Secretary Sandra Koble (Name) Secretary (Title)
Treasurer Sandra Koble (Name) Treasurer (Title)

Dated: October 1, 2024

(Affix Corporation Seal Here)
If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company

Signature of Bidder (Name) President (Title)

Names and Addresses of Members of Company

David W. Cray - President / Owner 63 Oxmead Road, Westampton, NJ 08060

Transit Village Pedestrian Safety Improvements

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

**TOWNSHIP OF WEST WINDSOR
TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS**


Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, the 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 to 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 No Addendum(s) Issued			DC

Acknowledged by Bidder

Name of Bidder: Edward H. Cray, Inc.

By Authorized Representative: David W. Cray

Signature: 

Print Name and Title: David W. Cray, President

Date: October 1, 2024

Transit Village Pedestrian Safety Improvements

BID BOND

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

Edward H. Cray, Inc. Selective Insurance Company of America
12 Seventh Avenue, Hamilton, NJ 08619 as Principal, and 40 Wantage Avenue, Branchville, NJ 07890 as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of
Ten percent (10%) of amount bid not to exceed \$20,000.00 (\$XXXXXXXXXX) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 1st day of October, 2024.

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

TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS -
NJDOT FY22 Transit Village - Alexander Road Pedestrian Safety Improvements
NJDOT FY23 Transit Village - Wallace Road and Scott Avenue Intersection Visibility Improvements

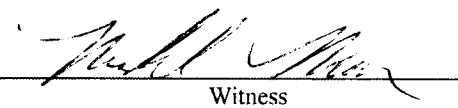
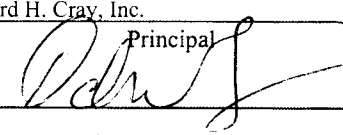

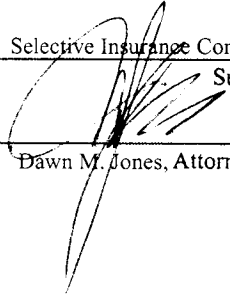
NOW THEREFORE,

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

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

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

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

BY:  Witness	Edward H. Cray, Inc.  Principal
BY:  Tiffany Wendeltdt, Witness	Selective Insurance Company of America  Surety Dawn M. Jones, Attorney-in-Fact

Transit Village Pedestrian Safety Improvements

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

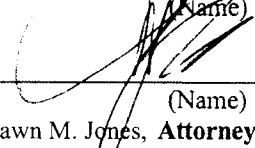
Selective Insurance Company of America Insurance Company,
 Name
40 Wantage Avenue, Branchville, NJ 07890
 Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) Township of West Windsor
 Transit Village Pedestrian Safety Improvements -
 for (Project) NJDOT FY22 Transit Village - Alexander Road Pedestrian Safety Improvements
NJDOT FY23 Transit Village - Wallace Road and Scott Avenue Intersection Visibility Improvements
 is awarded to (Bidder) Edward H. Cray, Inc.

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 1st day of October, 2024.

Selective Insurance Company of America INSURANCE COMPANY
(Name)

By 
 (Name)
 Dawn M. Jones, **Attorney in Fact**

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2023, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$938,765,178	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$93,877,000	July 1, 2024

(4) The amount of the bond to which this statement and certification is attached is
\$ **Ten percent (10%) of amount bid not to exceed \$20,000.00**

CERTIFICATE

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Timothy A. Marchio

(Printed name of certifying agent/officer)

Vice President, Bond SBU

(Title of certifying agent/officer)

Dated: October 01, 2024

(month, day, year)

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

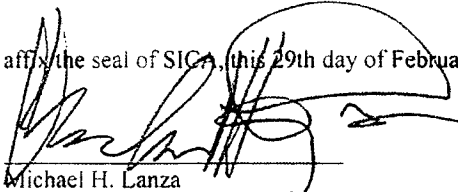
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2023:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$2,315,162	Reserve for losses and loss expenses	\$1,501,493
Preferred stocks at convention value	15,909	Reserve for unearned premiums	680,747
Common stocks at convention values	72,576	Provision for unauthorized reinsurance	2,119
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	44,147
Short-term investments	94,895	Other accrued expenses	31,829
Mortgage loans on real estate (including collateral loans)	104,955	Other liabilities	<u>516,212</u>
Other invested assets	249,031	Total liabilities	2,776,547
Interest and dividends due or accrued	21,066		
Premiums receivable	628,147	Surplus as regards policyholders	<u>938,765</u>
Other admitted assets	<u>213,571</u>		
Total admitted assets	3,715,312	Total liabilities and surplus as regards policyholders	3,715,312

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's seal and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

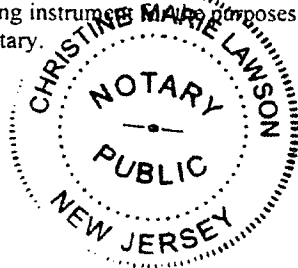
IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 29th day of February, 2024.


Michael H. Lanza
SICA Corporate Secretary

STATE OF NEW JERSEY :
:ss. Branchville

COUNTY OF SUSSEX :

On this 20 day of FEB 2024, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.




Notary Public

My Commission Expires:

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

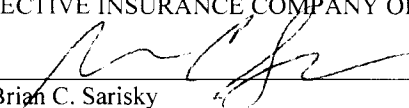
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **DAWN M. JONES, K.A. GELOK, THOMAS S. CARUSO, THOMAS D. FISH, GEMMA DOSTER, KRISTIN BEVACQUA**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS** for bid bonds, consent of surety and bid guarantees only.

Signed this 21 day of MARCH, 2024,

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

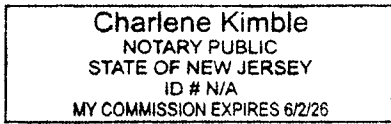


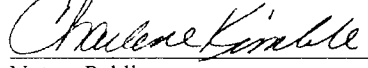
STATE OF NEW JERSEY :

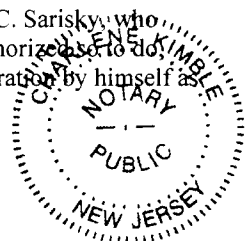
:ss. Branchville

COUNTY OF SUSSEX

On this 21 day of MARCH, 2024, before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.




Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

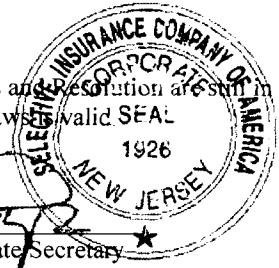
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and resolution are true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws are valid.

Signed this 1st day of October, 2024.


Michael H. Lanza, SICA Corporate Secretary



CERTIFIED COPY



PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE
DIVISION OF INSURANCE
OFFICE OF SOLVENCY REGULATION
PO BOX 325
TRENTON, NJ 08625-0325

MARLENE CARIDE
Commissioner

TEL (609) 292-7272
FAX (609) 292-6765

CERTIFICATE OF COMPLIANCE

December 31, 2022

I, **Marlene Caride**, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that:

1. The **SELECTIVE INSURANCE COMPANY OF AMERICA**, Branchville, New Jersey, is a Corporation organized under the laws of the State of New Jersey on December 22, 1925 and commenced business in this State on April 26, 1926. The Company changed its name from Selected Risks Insurance Company to Selective Insurance Company of America effective December 6, 1985;
2. The home office of said Company is located at 40 Wantage Avenue, Branchville, New Jersey 07890, and the name of the agent therein and in charge thereof upon whom process may be served against said Corporation is Michael H. Lanza;
3. Said Company is presently authorized to transact in New Jersey the kinds of insurance specified in paragraphs "a", "b", "e", "f", "g", "j", "k", "l", "m", "n" and "o" of N.J.S.A. 17:17-1 and is also authorized to transact the business of "**Health Insurance**" being the kind of insurance specified in N.J.S.A. 17B:17-4. Attached is the relevant section of the statute for your information. The Company's authority granted under paragraph "o" is further delineated in its Certificate of Authority as follows:

AGAINST all physical loss to buildings and structures, including consequential loss, and against loss or damage to property of others caused by an insured;

AGAINST the perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities, including consequential loss;

LOSS or damage to property by epidemic;

AGAINST loss or damage to property by power failure or mechanical breakdown;

INSURANCE against loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

ENGINE breakdown;

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LOSS or damage to property of the assured caused by falling of tanks, or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor and machinery connected therewith (except fire);

LIMITED to the right to participate in associations or pools, such as NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving Nuclear Fuel Exposures;

ECONOMIC Security; and

ALL other liability not covered under paragraph 'e' including voluntary assumed liability.

4. Said Company is in good standing and having complied with all the requirements of the New Jersey Statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with all the provisions of its charter and the laws of this State as provided in its currently effective Amended Certificate of Authority issued by this Department;
5. The currently effective Amended Certificate of Authority authorizes the **SELECTIVE INSURANCE COMPANY OF AMERICA** to transact in this State, among other things, the business that is commonly known as **Fidelity and Surety**; and
6. As reported in its sworn Annual Statement as at December 31, 2021 the Company had a Common Capital Stock of \$4,400,000; a Gross Paid In and Contributed Surplus of \$160,813,867; an Unassigned Funds (Surplus) of \$673,085,600 or a total Surplus as Regards Policyholders of \$838,299,467.

I further certify that the **SELECTIVE INSURANCE COMPANY OF AMERICA** is not precluded by its charter or the laws of this State from engaging in the classes of business stated above in states other than New Jersey, upon compliance with the laws of such other states.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed my official Seal, at Trenton,
the day and year first above written.


Commissioner of Banking and Insurance

Transit Village Pedestrian Safety Improvements

LIST OF SUBCONTRACTORS

TITLE OF BID: Transit Village Pedestrian Safety Improvements

NAME OF BIDDER: Edward H. Cray, Inc.

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work for Each Subcontractor in Each Specialized Sub-Prime Area
A Takton Concrete Corporation	PO Box 215 South River, NJ	732.238.1008	Concrete	
				<i>Concrete, Topsoil, Soil Fertilizer & Seeding</i>

Plumbing and Gas Fitting and All Kindred Work:

Name N/A Phone # _____

Address _____

License Number _____

Electrical Work:

Name Edward H. Cray, Inc. - Prime Contractor Phone # (609) 586-8844 Ext 105

Address 12 Seventh Avenue, Trenton, NJ 08610

License Number 34EI01160200

Structural Steel and Ornamental Iron Work:

Name N/A Phone # _____

Address _____

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

Name N/A Phone # _____

Address _____

Transit Village Pedestrian Safety Improvements

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

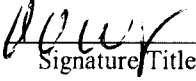
TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, David W. Cray of the Municipality of Trenton in the County of _____ 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 David W. Cray, 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.

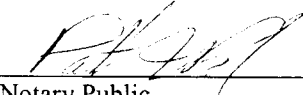
The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately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

Edward H. Cray, Inc.
Name of Contractor (Type or Print)
 President
Signature/Title

Subscribed and sworn before me this
1st Day of October, 20 24

David W. Cray
(Type or Print Name of Affiant)


Notary Public
My Commission Expires 04/19/26

Transit Village Pedestrian Safety Improvements

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: December 19, 1986

Name and address of Officers:

President: David W. Cray - 63 Oxmead Road, Westampton, NJ 08060

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?

38yrs

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

38yrs

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.	\$ 1,877,102.00	Sept, 2019	NJDOT
B.	\$ 290,208.00	Aug, 2021	Ocean County Engineering
C.	\$ 568,360.00	March, 2021	NJDOT
D.	\$ 1,750,929.65	March, 2023	NJDOT
E.	\$		

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

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	Muhammad Monir (848) 248-3503	
B.	Mark Jehnke (732) 349-8165	
C.	Anthony Srital (908) 415-7236	
D.	Igor Kushnir (609) 588-5130	
E.		

Transit Village Pedestrian Safety Improvements

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)? N/A
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>
		\$ _____
SEE ATTACHED		\$ _____
		\$ _____
		\$ _____

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.
\$ 12,000,000.00

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

9. Has any lien been filed in connection with a construction project handled by your organization based on allegations of nonpayment against your organization (within the last five years)? NO If YES, state the name of the company filing the lien, the amount of the lien, and whether or not the lien was discharged on a separate piece of paper.

PART IX:

TO BE COMPLETED BY SUBCONTRACTOR

PROPOSED SUBCONTRACTOR Edward H. Cray, Inc.
 CURRENT CLASSIFICATION RATING 7-Electrical 10,000,001-15,000,000
 TELEPHONE NUMBER (609) 586-8844
 FAX NUMBER (609) 586-9522

ADDRESS 12 Seventh Avenue, Trenton, NJ 08619
 EXPIRATION DATE 5/31/23
 EMAIL Sandra@edwardcray.com
 FEDERAL EMPLOYER ID #22 2776 177 INCORPORATION DATE 12-19-1986

Give full information about all of your contracts, whether prime or subcontracts, whether in progress or awarded but not yet begun, or where you are low bidder pending formal award of contract.

OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
NJDOT	Adams/Amtrak	Signal Modifications	224,864			224,867	
NJDOT	Rt 7 Hackensack Riv	Lighting/Signal Mods	2,258,980	2,220,461		38,519	
NJDOT	MRC N319 Rt 440	Radar Detection	98,010			98,010	
NJDOT	MRC C217 130/27	WIM & Radar	316,970			316,970	
NJDOT	MRC C313 Rt 33	WIM & Radar	182,248	73,957		108,291	
Attach additional sheets if needed		Subtotal from additional sheets					
TOTALS			3,081,072	2,294,418	0	786,654	

PART IX:

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NJDOT	Rt 206 @ Monmouth	Traffic Signal Impvrmts	411,536	37,476		374,060	
Attach additional sheets if needed		Subtotal from additional sheets					
TOTALS			\$ 411,536	\$ 37,476		\$ 374,060	

PART IX: **TO BE COMPLETED BY SUBCONTRACTOR**
 PROPOSED SUBCONTRACTOR Edward H. Cray, Inc. ADDRESS 12 Seventh Avenue, Trenton, NJ 08619
 CURRENT CLASSIFICATION RATING 7-Electrical 10,000,001-15,000,000 EXPIRATION DATE 5/31/23
 TELEPHONE NUMBER (609) 586-8844 EMAIL Sandra@edwardcray.com
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OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
WaWa	Hamilton	Signal Modifications	153,560	46,803		106,757	
Princeton Township	Witherspoon St	Signal Improvements	178,415	73,050		105,365	
Ocean County	527-Cox Cro	Signal Improvements	1,197,666	610,945		586,721	
Regency Centers	Plaza Square	Traffic Signal	196,566.00			196,566.00	
Attach additional sheets if needed		Subtotal from additional sheets					
		TOTALS	1,726,207	730,798		995,409	

PART IX:

PROPOSED SUBCONTRACTOR Edward H. Cray, Inc. **TO BE COMPLETED BY SUBCONTRACTOR**
 ADDRESS 12 Seventh Avenue, Trenton, NJ 08619
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OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
Wall Township	Municipal Building	Parking Lot Lighting	151,937			151,937	
Mt. Laurel Township	So Church & Laurel	Signal Improvements	115,709	44,985.00		70,724	
Monmouth County	Rt 35 & Deal Rd	Signal Improvements	322,062	93,092		220,970	
NJTA 587	Woodbridge NJ	Highway Lighting	852,850	190,840.00		662,010	
Monmouth/Ocean Cty	CR 537 & Pine A&B	Signal Modifications	249,018	175,974		73,044	
Burlington County	Various Burlington	AVD Installation	4,496,875	2,980,885		1,515,990	
Attach additional sheets if needed		Subtotal from additional sheets					
		TOTALS	6,188,451	3,485,776		2,694,675	

PART IX:

TO BE COMPLETED BY SUBCONTRACTOR

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OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
NJTA	GSP P100.590	Site Lighting Impvmts	427,705	198,220		229,485	
Ocean County	2022A Upgrades	Traffic Signals	963,326	783,669		179,657	
Burlington Coat	130 & Dultys	Traffic Signal	431,445	349,173		82,272	
Middlesex County	2022 M & P	Video/Radar	935,800.00	338,200.00		597,600	
RG Edison Holding	NJ 27 Edison	Traffic Signal	468,755			468,755	
Monmouth County	CR 57 Improvemnt	Traffic Signals	435,449	101,230		334,219	
Attach additional sheets if needed		Subtotal from additional sheets					
		TOTALS	3,662,480	1,770,492		1,891,988	

PART IX:
 PROPOSED SUBCONTRACTOR Edward H. Cray, Inc. ADDRESS 12 Seventh Avenue, Trenton, NJ 08619
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OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT	AMOUNT COMPLETED AND BILLED	ADDITIONAL EARNED SINCE LAST ESTIMATE	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
DOT TOTALS - Pg 1		Subtotal from addt sheets	3,081,072	2,294,418		786,654	
DOT TOTALS - Pg 2		Subtotal from addt sheets	411,536	37,476		374,060	
DOT TOTALS - Pg 3		Subtotal from addt sheets					
DOT TOTALS - Pg 4		Subtotal from addt sheets					
OTHER WORK - Pg 1		Subtotal from addt sheets	1,726,207	730,798		995,409	
OTHER WORK - Pg 2		Subtotal from addt sheets	6,188,451	3,485,776		2,702,675	
OTHER WORK - Pg 3		Subtotal from addt sheets	3,662,480	1,770,492		1,891,988	
OTHER WORK -Pg 4		Subtotal from addt sheets					
OTHER WORK -Pg 5		Subtotal from addt sheets					
OTHER WORK -Pg 6		Subtotal from addt sheets					
Attach additional sheets if needed						0	
		TOTALS	15,069,746.00	8,318,960.00		6,750,786	

EDWARD H CRAY INC EQUIPMENT

YEAR	MAKE	MODEL	DESCRIPTION
PLATFORM/CRANE/AUGER:			
1995	GMC	Topkick	Boom/Platform
1996	Ford	LNT8000	Stinger Crane
2000	International	4700	Crew Cab Stake Body
2000	International	4700	Boom/Elliot Platform
2002	Sterling	Acterra	Platform/Altec Auger
2003	International	4700	Auger/Platform
2003	International	4300	Platform/Altec Auger
2007	International	4300	Crew Cab /Palfinger Crane
2008	International	7300	Ext Cab/Altec Auger
2009	International	4300	Auger/Platform
2009	International	4300	Auger/Platform
2012	International	4300	Auger/Platform
2012	Freightliner	16M	Auger/Platform
BUCKET TRUCKS:			
1999	Ford	F-450	Bucket Truck
2006	Ford	F-450	Bucket Truck
2008	Ford	F-550	Bucket Truck
2009	Dodge	D4500	Bucket Truck
2011	Dodge	D5500	Bucket Truck
2014	Ford	F-450	Bucket Truck
2015	Dodge	D5500	Bucket Truck
DUMP TRUCKS:			
1999	Freightliner	FL-80	Dump Truck
1999	GMC	C-7500	Dump Truck
2000	Ford	F-350	Mason Dump Truck
2006	Ford	F-550	Mason Dump Truck
2007	International	4400	Dump Truck
2008	Sterling	L-85	Dump Truck
2016	Ford	F-550	Dump Truck

EDWARD H CRAY INC EQUIPMENT

YEAR	MAKE	MODEL	DESCRIPTION
ATTENUATOR:			
1995	Isuzu	FTR	Attenuator Truck
2002	GMC	C-6500	Attenuator Truck
UTILITY BODY/SERVICE:			
2001	Dodge	1500	Pickup Truck
2001	Ford	F-350	Utility Body
2003	Ford	F-350	Utility Body
2006	Ford	F-350	King Ranch Pickup
2008	Ford	F-350	Utility Body
2008	Ford	E-350	Service Van
2013	Ford	F-450	Utility Body
2015	GMC	Sierra	Utility Body
2019	GMC	3500	Pickup Truck
2020	Ford	F-350	Pickup Truck
BOX TRUCKS:			
1995	International	4700	Box Truck
2003	Ford	F650	Box Truck
TRAILERS:			
1986	MKL		Trailer
1987	Southeast		Trailer
1989	Homemade		Trailer
1993	Kiefer	Pole	Trailer
1996	Butler	Pole	Trailer
1996	Penn		Trailer
1998	Kiefer		Trailer
2000	Towmaster	Loop	Trailer
2000	Towmaster		Trailer
2001	Towmaster		Trailer
2003	Pike	33N	Pole Trailer Extendable
2004	Butler	BPHD-1500	Pole Trailer Extendable
2005	Eager Beaver	Backhoe	Trailer
2007	Hom	Wire	Trailer
2008	Mas		Trailer

EDWARD H CRAY INC EQUIPMENT

YEAR MAKE MODEL DESCRIPTION

EXCAVATORS:

	John Deere	310-SG	Backhoe
	New Holland	575-E	Backhoe
	Ford	575-D	Backhoe
	CAT	420	Backhoe
2020	Yanmar	SV100	Trackhoe
	Vermeer	RT-450	Earthwheel/ Trencher

Transit Village Pedestrian Safety Improvements

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :

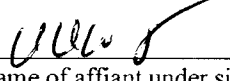
COUNTY OF Mercer :

I, David W. Cray of the (City, Town, Township, Borough, etc.)
of Trenton in the County of Mercer and the
State of _____ of full age, being duly sworn according to
law on my oath depose and say that:

I am President
of the firm of Eward H. Cray, 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 Twp. of West Windsor relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

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

Eward H. Cray, Inc.
(Name of Bidder)

David W. Cray 
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

1st day of October, 20 24.

Notary Public of New Jersey

My commission expires April 19, 20 26.



Transit Village Pedestrian Safety Improvements

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: Edward H. Cray, Inc.

Organization Address: 12 Seventh Avenue, Trenton, NJ 08619

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.)

Transit Village Pedestrian Safety Improvements

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

Name of Individual or Business Entity	Address
David W. Cray - 100%	63 Oxmead Road, Westampton, NJ 08060

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

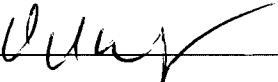
Please list the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The 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.**

Transit Village Pedestrian Safety Improvements

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
David W. Cray - 100%	63 Oxmead, Westampton, NJ 08060

Part IV Certification

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

Full Name (Print):	David W. Cray	Title:	President
Signature:		Date:	October 1, 2024

Transit Village Pedestrian Safety Improvements

(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

Transit Village Pedestrian Safety Improvements**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;

Transit Village Pedestrian Safety Improvements**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

Transit Village Pedestrian Safety Improvements

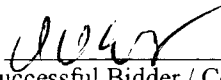
EXHIBIT B (Cont.)

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.

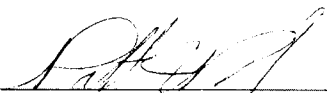
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the 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)

Transit Village Pedestrian Safety Improvements

HOLD HARMLESS AGREEMENT

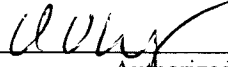
The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including 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 1st day of October, 2024

as a binding act in deed of

Edward H. Cray, Inc.

Name of Organization



President

Authorized Signature & Title

David W. Cray, President

Print Authorized Signature Name & Title

Transit Village Pedestrian Safety ImprovementsPREVAILING WAGE AFFIDAVIT

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

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

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

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all 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 a 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.

P.L. 2021, c. 301, effective as of May 7, 2022, requires the successful bidder submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid.

Transit Village Pedestrian Safety Improvements

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

This PREVAILING WAGE AFFIDAVIT is signed this 1st day of October, 2024

as a binding act in deed of

Edward H. Cray, Inc.

Name of Organization



President

Authorized Signature & Title

David W. Cray, President

Print Authorized Signature Name & Title

Transit Village Pedestrian Safety Improvements

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

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

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

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

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


	Name	Not Registered	Registration Number
Bidder	Edward H. Cray, Inc.		0103292
(Subcontractor)	A Takton Concrete Corporation		20-3450304
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

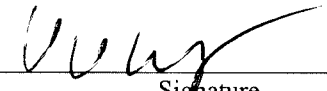
Subscribed and sworn

Before me this 1st day

Of October 20 24

Edward H. Cray, Inc.

 Notary Public of New Jersey


Signature

David W. Cray, President
Name and Title
(type or print)

My Commission Expires April 19, 20 26

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
EDWARD H CRAY INC

TRADE NAME:

TAXPAYER IDENTIFICATION#
222-776-177/000

CONTRACTOR CERTIFICATION#
0103292

ADDRESS
12 SEVENTH AV
TRENTON NJ 08619

ISSUANCE DATE:
10/15/01

EFFECTIVE DATE:
12/19/86

Patricia A. Chiacchis

Director, Division of Revenue

FORM-BRC(08-01)

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



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: A TAKTON CONCRETE CORPORATION
Trade Name: 20-3450304
Address: 13 TICE AVENUE
SOUTH RIVER, NJ 08882-2470
Certificate Number: 1179253
Effective Date: September 15, 2005
Date of Issuance: January 18, 2022

For Office Use Only:
20220118143339713

Transit Village Pedestrian Safety Improvements

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

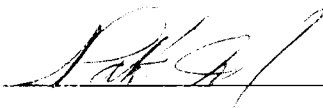
Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

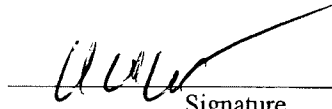
Copies of the Public Works Contractor Registration shall be submitted and attached to this form.

	Name	Not Registered	Registration Number
Bidder	Edward H. Cray, Inc.	_____	604368
(Subcontractor)	A Takton Concrete Corp.	_____	648276
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____
(Subcontractor)	_____	_____	_____

Subscribed and sworn

Before me this _____ 1st day
of October _____ 20 24 .




_____ Signature

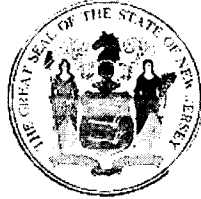
Notary Public of _____ New Jersey _____

David W. Cray, President
_____ Name and Title
(type or print)

My Commission Expires _____ April 19 _____, 20 26 _____

Certificate Number
604368

Registration Date: 04/29/2024
Expiration Date: 04/28/2026



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:

Edward H Cray Inc

Responsible Representative(s):
David Cray, President

Handwritten signature of Robert Asaro-Angelo in cursive.

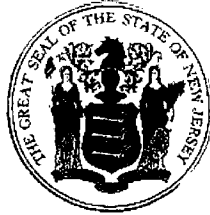
Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

Certificate Number
648276

Registration Date: 03/17/2024
Expiration Date: 03/16/2026



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:

A. Taylor Concrete Corp.
2024

Responsible Representative(s):
Paulo Domingues, President

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.

Transit Village Pedestrian Safety Improvements

Disclosure of Investment Activities in Iran

Person or Entity	Edward H. Cray, Inc.
-------------------------	----------------------

Part 1: Certification

COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at:

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. (Iran List)

The Chapter 25 list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

<input checked="" type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i></p>
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IF UNABLE TO CERTIFY

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
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Transit Village Pedestrian Safety Improvements

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
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Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.


Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the 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. 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 the Township of

Transit Village Pedestrian Safety Improvements

<i>West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.</i>			
Full Name (Print)	David W. Cray	Title	President
Signature		Date	10/01/2024

Transit Village Pedestrian Safety Improvements

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE


Equal Opportunity for Individuals with Disabilities

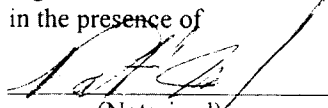
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant therunto, 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)

Transit Village Pedestrian Safety Improvements

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

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

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

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

Transit Village Pedestrian Safety Improvements

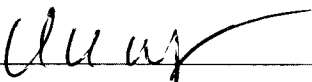
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual or Organization Name	Edward H. Cray, Inc.
Physical Address of Individual or Organization	12 Seventh Avenue, Trenton, NJ 08619
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	David W. Cray	Title:	President
Signature:		Date:	10/01/2024

Transit Village Pedestrian Safety Improvements

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	David W. Cray - 100%
Physical Address	63 Oxmead Road, Westampton, NJ 08060
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	

Transit Village Pedestrian Safety Improvements

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.		
Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization> . I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	David W. Cray	Title:	President
Signature:		Date:	10/01/2024

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	

Transit Village Pedestrian Safety Improvements

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
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Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
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Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

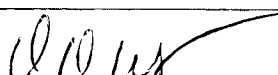
Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
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Section C – Part IV Certification

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	David W. Cray	Title:	President
Signature:		Date:	10/01/2024

Transit Village Pedestrian Safety Improvements

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

Name of Bidder: TC Landscape Construction Group Inc

By Authorized Representative: Frank Nigro

Signature: 

Print Name and Title: Frank Nigro, President

Date Signed: 9/30/24

Transit Village Pedestrian Safety Improvements

BID FORM and BID ITEMS

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

RE: **WEST WINDSOR TOWNSHIP
TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS**

This Bid will not be accepted after 2:30 pm prevailing time on Tuesday, October 1, 2024, at which time all Bids will be publicly opened and read.

TC Landscape Construction Group Inc
Name of Firm Submitting Bid

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

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

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

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

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

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

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

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.

Transit Village Pedestrian Safety Improvements

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."

The award of a contract will be based on the bidder who submits the lowest Bid A + Bid B. The contract will not be awarded to two separate bidders.

FY2022 TV – ALEXANDER ROAD PEDESTRIAN SAFETY IMPROVEMENTS – BID A

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	NJDOT Spec. Provisions Sec. 154	MOBILIZATION Lump Sum @\$ <u>7,000.00</u> <u>Seven thousand</u> _____ (Write out unit price)	<u>7,000.00</u>
2	NJDOT Spec. Provisions Sec. 201	CLEARING SITE Lump Sum @\$ <u>7,000.00</u> <u>Seven thousand</u> _____ (Write out unit price)	<u>7,000.00</u>
3	NJDOT Spec. Provisions Sec. 154	PROJECT VIDEO Lump Sum @\$ <u>1,000.00</u> <u>one thousand</u> _____ (Write out unit price)	<u>1,000.00</u>

Transit Village Pedestrian Safety Improvements

ITEM #	SPEC. REFER. FOR PAYMENT	BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES	EXTENSION
4	NJDOT Spec. Provisions Sec. 159	TRAFFIC FLAGGER 16 HOURS @ \$ 100 per HOUR <u>one hundred</u> <u>dollars</u> (Write out unit price)	<u>1600.00</u>
5	NJDOT Spec. Provisions Sec. 159	UNIFORM TRAFFIC DIRECTOR 8 HOURS @ \$ 175 per HOUR <u>one hundred seventy five</u> <u>dollars</u> (Write out unit price)	<u>1400.00</u>
6	NJDOT Spec. Provisions Sec. 159	TRAFFIC CONES 15 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>15.00</u>
7	NJDOT Spec. Provisions Sec. 159	DRUMS 10 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>10.00</u>
8	NJDOT Spec. Provisions Sec. 159	BREAKAWAY BARRICADE 4 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>4.00</u>
9	NJDOT Spec. Provisions Sec. 202	EXCAVATION, TEST HOLE 25 CY @ \$ 100.00 per CY <u>one hundred dollars</u> (Write out unit price)	<u>2,500.00</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
10	NJDOT Spec. Provisions Sec. 607	6"x8"x18" CONCRETE VERTICAL CURB 25 LF @ \$ 100.00 per LF <u>one hundred</u> <u>dollars</u> (Write out unit price)	<u>2500.00</u>
11	NJDOT Spec. Provisions Sec. 606	CONCRETE SIDEWALK, 4" THK. 5 SY @ \$ 500.00 per SY <u>five hundred</u> <u>dollars</u> (Write out unit price)	<u>2500.00</u>
12	NJDOT Spec. Provisions Sec. 612	RECTANGULAR RAPID FLASH BEACON, COMPLETE 2 UNITS @ \$ 10,000 per UNIT <u>ten thousand</u> <u>dollars</u> (Write out unit price)	<u>20,000.00</u>
13	NJDOT Spec. Provisions Sec. 612	SPEED SENTRY FEEDBACK SIGNAGE, COMPLETE 2 UNITS @ \$ 10,000 per UNIT <u>ten thousand</u> <u>dollars</u> (Write out unit price)	<u>20,000.00</u>
14	NJDOT Spec. Provisions Sec. 811	TOPSOILING, 5" THICK 25 SY @ \$ 100.00 per SY <u>one hundred</u> <u>dollars</u> (Write out unit price)	<u>2500.00</u>
15	NJDOT Spec. Provisions Sec. 811	FERTILIZING AND SEEDING, TYPE A-3 25 SY @ \$ 100.00 per SY <u>one hundred</u> <u>dollars</u> (Write out unit price)	<u>2500.00</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
16	N/A	ALLOWANCE 2,500 DOLLARS @ \$1.00 One Dollar and Zero Cents (Write out unit price)	\$2,500.00
TOTAL PRICE BID (Items 1 to 16) Seventy three thousand twenty nine dollars and zero cents			73,029.00

FY2023 TV - WALLACE ROAD AND SCOTT AVENUE INTERSECTION VISIBILITY IMPROVEMENTS- BID B

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
17	NJDOT Spec. Provisions Sec. 154	MOBILIZATION Lump Sum @ \$ 5,000.00 five thousand dollars (Write out unit price)	5,000.00
18	NJDOT Spec. Provisions Sec. 201	CLEARING SITE Lump Sum @ \$ 5,000.00 five thousand dollars (Write out unit price)	5,000.00
19	NJDOT Spec. Provisions Sec. 154	PROJECT VIDEO Lump Sum @ \$ 1,000.00 one thousand dollars (Write out unit price)	1,000.00

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
20	NJDOT Spec. Provisions Sec. 159	TRAFFIC FLAGGER 104 HOURS @ \$ 125.00 per HOUR <u>one hundred twenty five</u> <u>dollars</u> (Write out unit price)	<u>13,000.00</u>
21	NJDOT Spec. Provisions Sec. 159	UNIFORM TRAFFIC DIRECTOR 32 HOURS @ \$ 175.00 per HOUR <u>one hundred seventy five</u> <u>dollars</u> (Write out unit price)	<u>5,600.00</u>
22	NJDOT Spec. Provisions Sec. 159	TRAFFIC CONES 10 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>10.00</u>
23	NJDOT Spec. Provisions Sec. 159	DRUMS 5 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>5.00</u>
24	NJDOT Spec. Provisions Sec. 159	BREAKAWAY BARRICADE 4 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>4.00</u>
25	NJDOT Spec. Provisions Sec. 158	INLET FILTER, TYPE 2 5 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>5.00</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
26	NJDOT Spec. Provisions Sec. 202	EXCAVATION, TEST HOLE 25 CY @ \$ 100.00 per CY <u>one hundred</u> <u>dollars</u> (Write out unit price)	<u>2,500.00</u>
27	NJDOT Spec. Provisions Sec. 607	6"x8"x18" CONCRETE VERTICAL CURB 75 LF @ \$ 150.00 per LF <u>one hundred fifty</u> <u>dollars</u> (Write out unit price)	<u>11,250.00</u>
28	NJDOT Spec. Provisions Sec. 606	CONCRETE SIDEWALK, 4" THK. 75 SY @ \$ 295.00 per SY <u>two hundred ninety five</u> <u>dollars</u> (Write out unit price)	<u>22,125.00</u>
29	NJDOT Spec. Provisions Sec. 606	DETECTABLE WARNING SURFACE 6 UNITS @ \$ 1.00 per UNIT <u>one dollar</u> (Write out unit price)	<u>6.00</u>
30	NJDOT Spec. Provisions Sec. 613	DENSE GRADED AGGREGATE, IF & WHERE DIRECTED 50 CY @ \$ 145.00 per CY <u>one hundred forty five</u> <u>dollars</u> (Write out unit price)	<u>7,250.00</u>
31	NJDOT Spec. Provisions Sec. 613	1 1/2" CLEAN STONE, IF & WHERE DIRECTED 50 CY @ \$ 145.00 per CY <u>one hundred forty five</u> <u>dollars</u> (Write out unit price)	<u>7,250.00</u>

Transit Village Pedestrian Safety Improvements

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
32	NJDOT Spec. Provisions Sec. 612	RECTANGULAR RAPID FLASH BEACON, COMPLETE 4 UNITS @ \$12,000.00 per UNIT <u>twelve thousand dollars</u> (Write out unit price)	<u>48,000.00</u>
33	NJDOT Spec. Provisions Sec. 811	TOPSOILING, 5" THICK 75 SY @ \$ 100.00 per SY <u>one hundred dollars</u> (Write out unit price)	<u>7500.00</u>
34	NJDOT Spec. Provisions Sec. 811	FERTILIZING AND SEEDING, TYPE A-3 75 SY @ \$ 100.00 per SY <u>one hundred dollars</u> (Write out unit price)	<u>7500.00</u>
35	N/A	ALLOWANCE 2,500 DOLLARS @ \$1.00 <u>One Dollar and Zero Cents</u> (Write out unit price)	<u>\$2,500.00</u>
TOTAL PRICE BID (Items 17 to 35) <u>one hundred forty five thousand five hundred five dollars and zero cents</u>			<u>145,505.00</u>

Transit Village Pedestrian Safety Improvements

FY2022 TV – ALEXANDER ROAD PEDESTRIAN SAFETY IMPROVEMENTS – BID A

TOTAL PRICE BID (Items 1 to 16)

Seventy three thousand
twenty nine dollars
zero cents

73,029.00

FY2023 TV – WALLACE ROAD AND SCOTT AVENUE INTERSECTION VISIBILITY IMPROVEMENTS – BID B

TOTAL PRICE BID (Items 17 to 35)

one hundred forty
five thousand five hundred
five dollars and zero
cents

145,505.00

TOTAL AMOUNT: BID A + BID B

TOTAL PRICE BID (Items 1 to 35)


two hundred eighteen
thousand five hundred
thirty four dollars and
zero cents

218,534.00

Transit Village Pedestrian Safety Improvements

If a Corporation,

Name of Contractor TC Landscape Construction Group Inc

Signature of Bidder  Frank Nigro President
Name Title

Business Address 156 Grand Central Plwy Bayville NJ 08721

Incorporated under the Laws of the State of NJ

President Frank Nigro, President
(Name) (Title)

Secretary Tiffini Nigro secretary
(Name) (Title)

Treasurer _____
(Name) (Title)

Dated: 9/30/2024

(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

Transit Village Pedestrian Safety Improvements

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

**TOWNSHIP OF WEST WINDSOR
TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, the 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 to 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: TC Landscape Construction Group Inc

By Authorized Representative: Frank Nigro

Signature: 

Print Name and Title: Frank Nigro, President

Date: 9/30/2024

See Attached

West Windsor Township

Bid Specifications

Transit Village Pedestrian Safety Improvements

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

TRANSIT VILLAGE PEDESTRIAN SAFETY IMPROVEMENTS

NOW THEREFORE,

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

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

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

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

BY: _____
Witness

Principal

BY: _____
Witness

Surety

Attorney-in-Fact

Transit Village Pedestrian Safety Improvements

SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS

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

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

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

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

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

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

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

Transit Village Pedestrian Safety Improvements

LIST OF SUBCONTRACTORS

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
None				

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

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Frank Nigro of the Municipality of Bayville in the County of Ocean and the State of NJ 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.

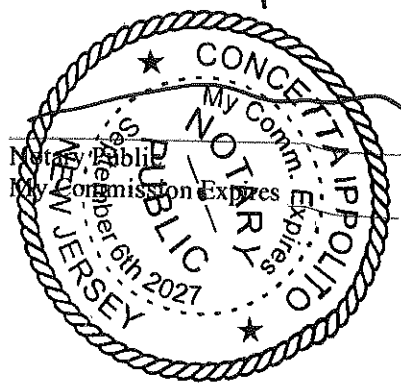
The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately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

TC Landscape Construction
Name of Contractor (Type or Print)
[Signature] President
Signature/Title

Subscribed and sworn before me this
30 Day of September 2024

Frank Nigro, President
(Type or Print Name of Affiant)



Transit Village Pedestrian Safety Improvements

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 2009

Name and address of Officers:

President: Frank Nigro, 156 Grand Central Pkwy Bayville NJ 08721

Vice President:

Secretary: Tiffini Nigro

Treasurer:

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 13

2. How many years' experience in this type of construction work has your organization had? 13

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.	\$ _____	_____	_____

See Attached

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.	_____	_____

See Attached

Transit Village Pedestrian Safety Improvements

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)? _____
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>none</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. 500 K

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

9. Has any lien been filed in connection with a construction project handled by your organization based on allegations of nonpayment against your organization (within the last five years)? _____ If YES, state the name of the company filing the lien, the amount of the lien, and whether or not the lien was discharged on a separate piece of paper.

Transit Village Pedestrian Safety Improvements

CONSENT OF SURETY

See Attached

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

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

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

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

_____ Insurance Company,
Name

Address

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

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

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

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

Transit Village Pedestrian Safety Improvements

NON-COLLUSION AFFIDAVIT

STATE OF NS :


COUNTY OF Ocean :

I, Frank Nigro of the (City Town, Township, Borough, etc.)
of Bayville 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 President
of the firm of TC Landscape Construction Group 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 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:

TC Landscape Construction Group Inc
(Name of Bidder)

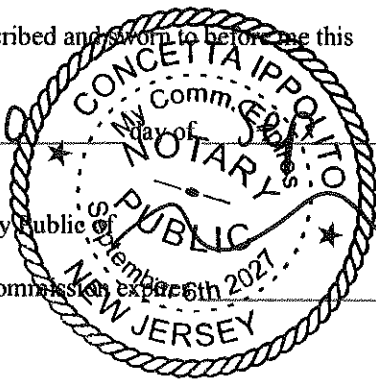
Frank Nigro 
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

30 day of Sept, 2024

Notary Public of

My commission expires 6th, 2027



West Windsor Township

Transit Village Pedestrian Safety Improvements

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: TC Landscape Construction Group Inc

Organization Address: 156 Grand Central Pkwy Bayville NJ

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): S Corp

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.)

Transit Village Pedestrian Safety Improvements

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

Name of Individual or Business Entity	Address
Frank Nigro 100%	156 Grand Central Pkwy

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.**

Transit Village Pedestrian Safety Improvements

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

Full Name (Print):	Frank Nigro	Title:	President
Signature:		Date:	9/30/24

Transit Village Pedestrian Safety Improvements

(REVISED 4/10)

EXHIBIT BMANDATORY 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

Transit Village Pedestrian Safety Improvements

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;

Transit Village Pedestrian Safety Improvements

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

Transit Village Pedestrian Safety Improvements

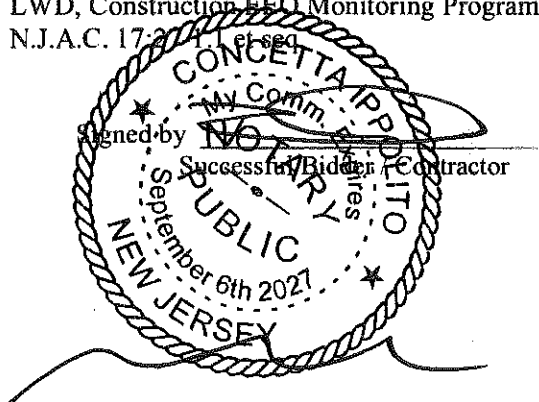
EXHIBIT B (Cont.)

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. 17:27-7.



Signed, sealed and delivered in the presence of

[Handwritten signature]

(Notarized)

[Handwritten signature]

Frank Nigro

Transit Village Pedestrian Safety Improvements

AGREEMENT

This Contract made the _____ day of _____, 2024 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

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

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **Transit Village Pedestrian Safety Improvements**. Performance by the Contractor is to be completed not later than 30 calendar days from the commencement date set forth in a written notice to proceed from the Township.

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

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or

Transit Village Pedestrian Safety Improvements

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

Section 3. Insurance.

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

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Transit Village Pedestrian Safety Improvements

Section 4. Final Inspection and Payment.

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

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

Section 5. Compliance with State and Federal Law.

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

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

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

- a. The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include but not be limited to the following: employment; upgrading; demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

Transit Village Pedestrian Safety Improvements

- b. The Contractor or Subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) days of the contract award, seek assurances from the union that it will cooperate with the Contractor or Subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the American with Disabilities Act. If the Contractor or Subcontractor is unable to obtain said assurances from the construction trade union at least five (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

Transit Village Pedestrian Safety Improvements

- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above, or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:
- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall

Transit Village Pedestrian Safety Improvements

be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the Contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

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

- (D) The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance &

Transit Village Pedestrian Safety Improvements

EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

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

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

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

Section 8. Furnishing of Maintenance Bond.

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

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *Seven Hundred Fifty Dollars (\$750.00) per day* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

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

Section 10. General Conditions.

Transit Village Pedestrian Safety Improvements

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

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

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Gay Huber
Township Clerk

Hemant Marathe
Mayor

By:

Contractor


Transit Village Pedestrian Safety Improvements

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 30th day of September, 2024

as a binding act in deed of TC Landscape Construction Group Inc
Name of Organization


Authorized Signature & Title

Frank Nigro, President
Print Authorized Signature Name & Title

Transit Village Pedestrian Safety ImprovementsPREVAILING WAGE AFFIDAVIT

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

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

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

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all 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 a 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.

P.L. 2021, c. 301, effective as of May 7, 2022, requires the successful bidder submitting the lowest bid for a contract that is subject to the Prevailing Wage Act, if that bid is 10 percent or more lower than the next lowest bid, to certify to the public body that the prevailing wage rates required by the Act shall be paid.


Transit Village Pedestrian Safety Improvements

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

This PREVAILING WAGE AFFIDAVIT is signed this 30 day of September, 2024

as a binding act in deed of

TC Landscape Construction Group Inc
Name of Organization


Authorized Signature & Title

Frank Nigro, President
Print Authorized Signature Name & Title

Transit Village Pedestrian Safety Improvements

**NEW JERSEY STATUTORY
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, and _____ (Legal title of SURETY)

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

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

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

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

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

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

NOW, if the said _____

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

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

Transit Village Pedestrian Safety Improvements

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

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

ATTEST:

Witness

Principal

Witness

Surety

Transit Village Pedestrian Safety Improvements

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

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

as Principal, and _____ (Legal title of SURETY)

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

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

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

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

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

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

NOW, if the said _____

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

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

Transit Village Pedestrian Safety Improvements

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

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

ATTEST:

Witness

Principal

Witness

Surety

Transit Village Pedestrian Safety Improvements

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

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

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

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

as SURETY are held and firmly bound into _____

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

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

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

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

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

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

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

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

Transit Village Pedestrian Safety Improvements

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

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

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____
(Affix Corporate Seal)

Transit Village Pedestrian Safety Improvements

CONTRACTOR'S AFFIDAVIT

STATE OF: NJ

COUNTY OF: Ocean

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

Frank Nigro
(Individual, Partner, or duly authorized representative of Corporate Contractor)

of TC Landscape Construction Group Inc
(Company)

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

Transit Village Pedestrian Safety
(Project)

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

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: NJ

COUNTY OF: Ocean SS:

On this 30 day of Sep 2024 before me personally came

and appeared Frank Nigro to me known, who,

being by me duly sworn, did depose and say that he resides at 156 Grand Central

Plany Bayville NJ and

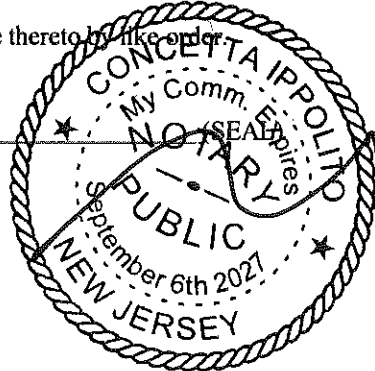
that he is the President of TC Landscape Construction Group Inc

the corporation described in, and which executed the foregoing instrument; that he knows the seal of said

corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the

directors of said corporation, and that he signed his name thereto by like order

[Handwritten signature]



Transit Village Pedestrian Safety Improvements

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____ SS: _____

COUNTY OF: _____

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

_____(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____ SS: _____

COUNTY OF: _____

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

_____(SEAL)

Transit Village Pedestrian Safety Improvements

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Full Name)

Of _____ (Company and Street Address)

_____ County and State of _____

does hereby acknowledge that he has received this _____ day of _____

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

_____ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT, between the said _____ (Contractor)

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

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said CONTRACT dated _____, 20_____, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

Transit Village Pedestrian Safety Improvements

IN WITNESS WHEREOF, _____
(Contractor)

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

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

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

(CORPORATE SEAL)

Transit Village Pedestrian Safety Improvements

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

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

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

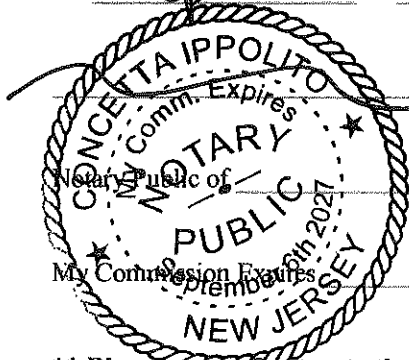
Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

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

	Name	Not Registered	Registration Number
Bidder	TC Landscape Construction		602 972 009 1472483
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 30 day
Of Sep 20 24



[Handwritten Signature]
 Signature
 Frank Nigro President
 Name and Title
 (type or print)

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

Transit Village Pedestrian Safety Improvements

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

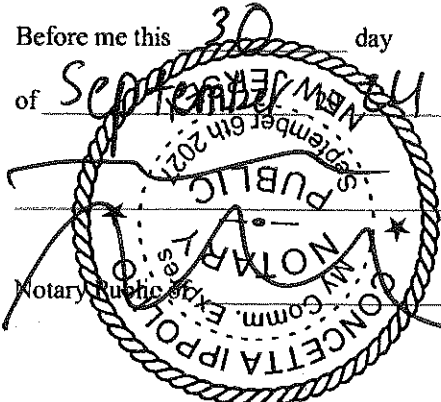
Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

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

	Name	Not Registered	Registration Number
Bidder	TC Landscape Construction Group Inc		669764
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 30 day of September



[Handwritten Signature]

Signature,

Frank Nigro President
Name and Title
(type or print)

My Commission Expires _____, 20

Transit Village Pedestrian Safety Improvements

Disclosure of Investment Activities in Iran

Person or Entity

Frank Nigro

Part 1: Certification

COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at:

www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf (Iran List)

The Chapter 25 list must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.



I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Transit Village Pedestrian Safety Improvements

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
--------------------------	---

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information


I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, 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 Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the 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. 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 the Township of

Transit Village Pedestrian Safety Improvements

West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Frank Nigro	Title	President
Signature		Date	9/30/2024

Transit Village Pedestrian Safety Improvements

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

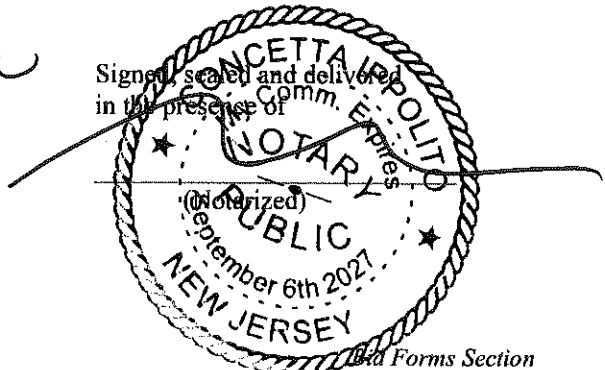
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, 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 TC Landscape Construction
Successful Bidder / Contractor
Group Inc



Transit Village Pedestrian Safety Improvements

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

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

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

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

Transit Village Pedestrian Safety Improvements


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

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

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

PART I: VENDOR/CONTRACTOR INFORMATION	
Individual or Organization Name	Frank Nigro
Physical Address of Individual or Organization	156 Grand Central Pkwy
Unique Entity ID (if applicable)	Bayville NJ 08721
CAGE/NCAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization	
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.	
Full Name (Print):	Frank Nigro
Title:	President
Signature:	
Date:	9/30/2024

Transit Village Pedestrian Safety Improvements


PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input checked="" type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	FRANK NIGRO 100%
Physical Address	11111
OR	
<input type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	

Transit Village Pedestrian Safety Improvements

<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
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Section C – Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that **West Windsor Township** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	FRANK NIGRO	Title:	President
Signature:		Date:	9/30/2024

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

Section A

<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

Add additional sheets if necessary

OR

Transit Village Pedestrian Safety Improvements

<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
--------------------------	--

Section B (skip if no business entities are listed in Section A of Part IV)

<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
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Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address

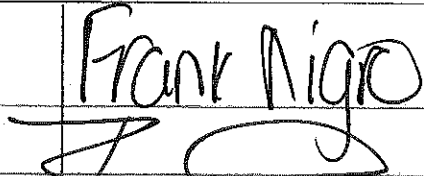
Add additional Sheets if necessary

OR

<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
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Section C – Part IV Certification

I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that West Windsor Township is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by West Windsor Township to notify West Windsor Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Frank Nigro	Title:	President
Signature:		Date:	9/30/24

12019

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE



Taxpayer Name:

TC LANDSCAPE CONSTRUCTION GROUP INCORPORATED

Trade Name:

TWINN CEDARS

Address:

729 MARIE ST.
TOWNS RIVER, NJ 08753

Certificate Number:

1472483

Effective Date:

March 16, 2009

Date of Issuance:

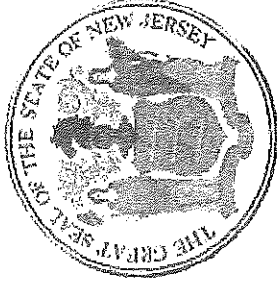
October 21, 2019

For Office Use Only:

0011201905446663

Certificate Number
669764

Registration Date: 04/23/2024
Expiration Date: 04/22/2025



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:

TC Landscape Construction Group Inc
2024

Responsible Representative(s):
Frank Nigro, Owner

Handwritten signature of Robert 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.

TRUCKS/EQUIPMENT LIST

2001 Dodge Ram 3500

2004 Ford F350

2001 Dodge Ram 2100

2006 Ford F450

2005 Ford F250

2020 Ford F350

2006 Ford F350

1998 International

2013 Caterpillar Mini Excavator

2011 Track Skid Loader

No liens against any of the above trucks/equipment

Selected Projects

Township of Audubon Park Municipal Complex
Barrier Free ADA Access Ramp Improvements
Completed June 6th 2022
Gregory Fusco (856-767-6111)

Borough of Helmetta
51 Main Street Helmetta New Jersey 08828
Helmetta Municipal Building ADA Ramp Improvements
Completed January 1st 2022
Matthew Crane (732) 521-4946

Borough of Highlands
42 Shore Drive Highlands NJ 07732
Improvements to Gertrude Park
Paul Kowaleski (732-462-7400)
Completed 2023

Borough of Bradley Beach
701 Main Street Bradley Beach NJ 07720
Lake Terrace Park Improvements
Paul Kowaleski (732-462-7400)
Completed May 2024

Ocean Grove Historic Preservation Society
66 South Main Street Ocean Grove NJ
JSAC ADA Sidewalk Improvements
Andrew McDermott (732-502-0500)
Completed June 2024

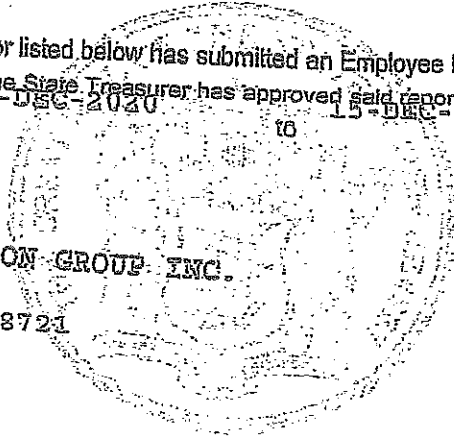
Lawrence Township
2207 Lawrenceville Road Lawrenceville, NJ 08648
Completed multiple municipal projects throughout the years
JAMES F. PARVESSE, PE (609-844-7087)

Certification 52036

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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-DEC-2020 to 15-DEC-2027.

FG LANDSCAPE CONSTRUCTION GROUP, INC.
156 GRAND CENTRAL PKWAY
TOMS RIVER NJ 08721



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

Bid Bond

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

TC Landscape Construction Group, 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 The Amount Bid Not To Exceed Twenty Thousand And 00/100 Dollars (10% Of The Amount Bid 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 **1st day of October, 2024**.

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:

Transit Village Pedestrian Improvements

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

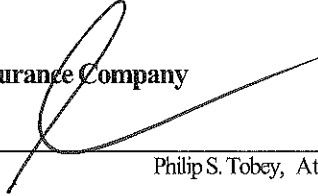
If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created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

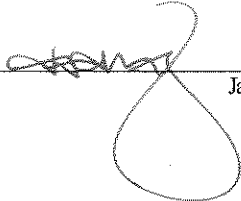
Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

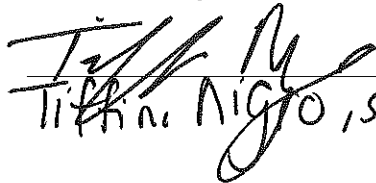
Surety: **Bondex Insurance Company**

By: 
Philip S. Tobey, Attorney-in-Fact


Jaclyn Murphy, Witness

Principal: **TC Landscape Construction Group, Inc.**

By: 
Frank Nigro president


Tiffani Nigro, secretary

Consent of Surety

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

This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 90 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 **October 1, 2024**

ATTEST:



Jaclyn Murphy, Witness

Bondex Insurance Company



Philip S. Tobey, Attorney In fact

POWER OF ATTORNEY

Bond Number **BID BOND**

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 its principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, Megan C. Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company in an amount not to exceed Twelve Million and 00/100 dollars.

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, Vice President or 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 27th day of June, 2024.

BONDEX INSURANCE COMPANY

BY Antonio R. Barner
Antonio R. Barner, President

State of GEORGIA
County of COBB

ACKNOWLEDGEMENT

On this 27th day of June, 2024, before me, a notary public, personally appeared Antonio R. Barner, 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 first written above,



BY Mara Buffington
Name: Mara Buffington
Notary Public

CERTIFICATE

I, J. Stephen Berry, 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.

Signed and Sealed at Atlanta, Georgia this 1st day of **October, 2024**.



BY J. Stephen Berry
J. Stephen Berry, Secretary

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