



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

1670 Whitehorse-Hamilton Square Rd.
Hamilton, New Jersey 08690
609-586-1141 fax 609-586-1143
www.RobertsEngineeringGroup.com

Borough of Allentown
Monmouth County, New Jersey

Bid Specifications for
SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

Thomas Fritts.....Mayor
Robert Strovinsky.....Council President
Angela Anthony.....Council Member
John A. Elder, III.....Council Member
Michael Drennan.....Council Member
Daniel Payson.....Council Member
Martha Johnson.....Council Member

January 2020

Roberts Engineering Group, LLC
(WBE/SBE Certified)
1670 Whitehorse-Hamilton Square Road, Suite C2
Hamilton, New Jersey 08690
Our File No.: A2541

Carmela Roberts

Carmela Roberts, P.E.
N.J.P.E. License No. 34419

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



BOROUGH OF ALLENTOWN

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Borough of Allentown will receive bids on Friday, January 17, 2020 at 11:00 A.M. in the Council Chambers of the Allentown Borough Hall, 8 North Main Street, Allentown, New Jersey 08501 for the Allentown Snow Plowing and Ice Removal/Salting Services.

Bids must be submitted to the Borough Clerk, or her representative, no later than Friday, January 17, 2020 at 11:00 A.M. Specifications and other information, prepared by Carmela Roberts, P.E. of Roberts Engineering Group, LLC have been filed in the office of the Engineer at 1670 Whitehorse-Hamilton Square Road, Hamilton, New Jersey (609) 586-1141 and may be obtained during regular business hours, 8:00 a.m. to 5:00 p.m., at the cost of \$10.00. Checks must be made payable to Roberts Engineering Group, LLC. Bids shall be submitted on the form(s) provided and shall be in accordance with the specifications contained in the Instructions to Bidders and other documents. In order to assure that all potential bidders receive the complete bid documentation, as well as any amendments, modifications or supplements thereto, bid documentation must be obtained only from the Borough Engineer, Carmela Roberts, P.E. of Roberts Engineering Group, LLC, 1670 Whitehorse-Hamilton Square Road, Hamilton, New Jersey 08690 by registering with the Borough Engineer and paying the required documentation fee. Failure to follow this procedure for registration and receipt of documentation in submitting a bid will result in the bid being deemed incomplete, and therefore will be rejected. Bidders are required to comply with the requirements of the Local Public Contracts Law, the requirements of P.L. 1975, c.127, and N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq., Affirmative Action, and all requirements as set forth in the Instructions to Bidders. At the time a bid is submitted, the bidder shall submit a copy of its Business Registration Certificate.

Please submit your bids on the standard bid forms, in the manner designated and sealed opaque envelopes, bearing the name and address of the bidder and the name of the project on the outside; addressed to the Borough Clerk, Borough of Allentown and must be accompanied by a Non-Collusion Affidavit and a bid bond or certified check for not less than ten percent (10%) of the amount of the bid, providing that said check or bid bond need not be more than \$20,000.00 nor shall not be less than \$500.00, and be delivered at the place and on or before the hour named above.

Pursuant to P.L. 2010 c. 108, a bidder may request that its bid be withdrawn due to a "mistake" on the part of the bidder, as defined in the Law. Otherwise, no bids may be withdrawn for a period of sixty (60) days after the date and time set for the opening of the bids. The Borough reserves the right to reject any or all bids, or accept a bid which, in its judgment, best serves the interest of the Borough.

N.J.A.C. 17:44-2.2 requires Contractors to maintain all documents related to the contract for five years from date of final payment and to make them available to the Comptroller's office upon request. Any awarded Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of

five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

The contract will be awarded to the lowest responsible, responsive bidder found in N.J.S.A. 40A:11-6.1.

Laurie Roth, MAS, RMC, CMR
Borough Clerk

TABLE OF CONTENTS

PAGE 1 OF 1

NOTICE TO BIDDERS	NTB-1
INSTRUCTION TO BIDDERS	IB-1
PROPOSAL	P-1
WORK SPECIFICATIONS	WS-1
BOROUGH MAP	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

INSTRUCTIONS TO BIDDERS

Table of Contents

1	Proposal.....	IB-1
2	Award of Contract.....	IB-3
3	Prevailing Wage Rates.....	IB-3
4	Business Registration.....	IB-3
5	Indemnity.....	IB-3
6	Insurance.....	IB-3
7	Contract Documents.....	IB-5
8	Misinterpretation of Contract Documents.....	IB-5

BOROUGH OF ALLENTOWN
8 North Main Street
Allentown, New Jersey 08501

INSTRUCTIONS TO BIDDERS
(To be signed by Bidder)

1. PROPOSAL

- A. Bid forms are provided herewith.
- B. The bidder shall fill in all blank spaces in the bid form using ink or typewriter and sign same in ink. Erasures or other changes in the bid must be explained or noted over the signature of the bidder. Bids containing any conditions, omissions, unexplained erasures or alterations, or any item not called for in the proposal, or irregularities of any kind, may be cause for rejection by the Borough. These Instructions to Bidders should be duly signed by the bidder where indicated.

- C. The bid shall be submitted with the following:

All of these items must be submitted, or the bid will be rejected. Documents will be referred to the Borough Attorney and appropriate staff for review and approval as to conformity with these instructions and with New Jersey law.

- (1) Bid Proposal Form;
 - (2) A disclosure statement executed in the form included herein, pursuant to N.J.S.A. 52:25-24.2 (Chapter 33 of the Public Laws of 1977);
 - (3) Disclosure of Investment Activities in Iran;
 - (4) If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specification(s) or bid document(s);
 - (5) Non-Collusion Affidavit; and
 - (6) New Jersey Business Registration.
- D. Conditional bids shall not be accepted. Bids which are obviously unbalanced may be rejected.
- E. The firm, corporate or individual name of the bidder must be signed in the space provided for signatures on the proposal form. In the case of a corporation, the title of the officer signing must be stated, and the signature of said officer must be duly attested and the corporate seal affixed. In the case of partnership, each partner must sign, or the bid must be accompanied by original evidence of the authority of the bidding partner to act for the full partnership. A corporation not organized in the State of New Jersey must, as a condition to an award of the contract, furnish proof that it has qualified, under the laws of New Jersey, to do business in this State. In the case of a corporation, the name and address of the corporation's registered agent shall be included at the end of these Instructions.
- F. Prices must be submitted in words and in figures. In the case of a variance, the price in words shall prevail. Furthermore, should there be an error, discrepancy or inconsistency in the figures, the unit prices as stated in the proposal shall govern.

The Borough reserves the right to make all corrections based upon the foregoing, and comparison of all bids will be based upon the correct total as calculated from the unit prices.

- G. Bids must be enclosed in a sealed opaque envelope with the name of the bidder and the name of the project marked on the outside as follows:

To: Laurie Roth, MAS, RMC, CMR, Borough Clerk
Borough of Allentown
8 North Main Street
Allentown, New Jersey 08501

Proposal for: SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

Submitted by: Gres Paving Co., Inc
(Name of Bidder)

- H. N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation. A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Laurie Roth, MAS, RMC, CMR, Borough Clerk, Borough of Allentown, 8 North Main Street, Allentown, New Jersey 08501. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Borough Clerk may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3. A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3. The Owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids. Otherwise, no right to withdraw a bid shall exist after the time specified for opening of bids has arrived, or for 60 days thereafter.
- I. At the time fixed, bids will be opened and read publicly.
- J. The Borough reserves the right to reject any and all bids, to award in whole or in part, and to waive immaterial defect or informality in any bid, where it is deemed to be in the interest of the Borough to do so.
- K. All bidders shall be required to comply with N.J.S.A. 10:5-31 et seq., (P.L. 1975, c.127) and N.J.A.C. 17:27-1.1 i et seq., concerning affirmative action, and any amendment thereto, and shall also comply with the requirements contained in the "Affirmative Action/Employment Goal Compliance Attachment to Bid Instructions" appended to these Instructions, with the requirements of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and with all applicable federal and state occupational safety and health legislation and regulations.
- L. The Borough reserves the right to make such investigations as it deems necessary to determine the ability of a bidder to perform the work, and a bidder shall furnish to the Borough all such information and data for this purpose as the Borough may request. The Borough reserves the right to reject any and all bids if the evidence submitted by or investigation of such bidder fails to satisfy the Borough that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- M. No oral interpretations will be given to any bidder as to the meaning of the plans and specifications or any part thereof. Any request for such interpretations shall be made in writing to the Engineer and will be given consideration if it is received at least 10 days prior to the date scheduled for the opening of bids. Such interpretation, when made, shall be in the form of an addendum to the contract documents and will be issued and communicated to all bidders prior to opening of bids in accordance with the requirements of the New Jersey Local Public Contracts Law.
- N. In accordance with N.J.S.A. 40A:11-33, Forfeiture of deposit in certain cases, a deposit made by any person who makes or causes to be made a false, deceptive or fraudulent statement or answers in response to a questionnaire or in the course of a hearing hereunder may be caused to be forfeited, as liquidated damages by and to the contracting unit. In accordance with N.J.S.A. 40A:11-34, Penalties for False Statements, a person who makes or causes to be made, a false, deceptive or fraudulent statement in the statement or answers in response to the questionnaire, or in the course of any hearing hereunder, shall be guilty of a misdemeanor, and upon conviction shall be

punishable by a fine of not less than \$100.00 nor more than \$1,000.00, and shall be permanently disqualified from bidding on all public work or contracts of the contracting unit which submitted the questionnaire; or, in the case of an individual or an officer or employee charged with the duty of responding to the questionnaire for a person, firm, copartnership, association or corporation, by such fine or by imprisonment, not exceeding 6 months, or both.

2. AWARD OF CONTRACT

- A. A contract will be awarded to the lowest responsible bidder whose bid complies with the specifications, provided that in the judgment of the Borough Council, it is reasonable, within available funds and in the interest of the Borough. The award will be made, or bids will be rejected within 60 days after the opening of bids.
- B. The Borough reserves the right to award on any schedule or combination thereof with or without any alternates. The low bid may be base bid only or base bid combined with any alternates.
- C. The successful bidder shall be notified by a Notice of Award sent by the Borough. Within ten days after receipt of said Notice, the successful bidder shall execute and deliver to the Borough the Contract, evidence of insurance and any other documents required in these Instructions or the specifications. Failure to do so shall result in forfeiture of the security previously deposited with the bid. In addition, the Borough may elect to recover from the successful bidder damages caused to it by such failure.

3. PREVAILING WAGE RATES

The New Jersey Prevailing Wage Act and Regulations do not apply to this service contract per N.J.S.A. 34:11-56.26(5).

4. BUSINESS REGISTRATION

Prior to payment the contractor and in accordance with Public Law 2004 c.57 the contractor shall provide proof of its business registration and proofs of business registration of those subcontractors required to be listed in the contractors' submission. The proof of registration shall be provided at the time the bid is received and opened by the Borough of Allentown.

5. INDEMNITY

By submitting a bid, a bidder agrees that, if it is the successful bidder, it will indemnify and hold the Borough and the Engineer harmless from and against all liability and expenses, including attorneys' fees, howsoever arising or incurred, alleging damage to property or injury to or debt to any person arising out of or attributable to the bidder's performance or non-performance of the contract awarded, or arising out of the bidder's non-compliance with prevailing wage laws, the Americans With Disabilities Act and any federal or state occupational safety or health legislation or regulation.

6. INSURANCE

The Supplier shall not commence any work until they obtain, at their own expense, all the required insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Supplier's responsibilities for payment of damages resulting from their operation under the Contract. All insurance shall be provided by a company licensed to do business in the State of New Jersey. The Supplier shall purchase and maintain insurance with companies satisfactory to the Owner as follows:

- A. Workers' Compensation and Employer's Liability Insurance - covering all of the Supplier's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the state or states involved and shall have an Employer's Liability Insurance limit of not less than \$500,000 per accident or for disease and \$500,000 per occurrence.
- B. Commercial General Liability Insurance - The Supplier shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000) combined single limit of liability per occurrence and a one million dollar (\$1,000,000) annual aggregate. The policy will include the

ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-03-97.

- C. Comprehensive Automobile Liability Insurance - covering Supplier for claims arising from all owned, non-owned or hired vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and/or property damage per occurrence.

Subsuppliers shall be required, by the General Supplier, to provide the same types of insurance with the same limits, as described above. The Supplier shall not allow any Subsupplier to commence work on their subcontract, until all similar insurance required of the Subsupplier has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Supplier hereunder.

Certificates and policies of Insurance as required by the Subsupplier must be available upon demand to the Engineer and Owner.

Certificates of Insurance, as required above, must be filed with the Engineer and Owner before the Contract is signed. The Owner shall be given at least sixty (60) days prior written notice of any intention not to renew or any reduction in such insurance coverage. All certificates must provide for sixty (60) days prior written notice to the Owner of policy cancellation or material change. The cancellation clause of the Certificate of Insurance shall be limited to the following statement, and no other language shall be acceptable:

"Should any of the above-described policies be cancelled or materially changed before the expiration date thereof, the issuing company will mail sixty (60) days prior written notice to the Certificate holder."

Pre-printed cancellation clauses shall be adjusted so as to read as indicated above.

Copies of the insurance policies as required must be available upon demand to the Engineer and Owner.

Policies shall remain in force until all work has been completed and until all retained percentages and maintenance bonds have been released.

If, at any time, the Supplier's surety or sureties, or the carriers of the insurance herein specified to be written, become insolvent, or in reasonable judgment of the Owner, become unsafe or unsound, then upon five (5) days written notice from the Owner to the Supplier, the Supplier shall substitute such surety or insurance carrier, as shall be satisfactory to the Owner. Any additional premium caused by such substitution shall be paid for by the Supplier.

The Policy Limits specified above are minimum, and wherever the law requires higher limits, the higher limits shall govern.

Indemnification Clause

The Supplier shall indemnify, defend, and hold harmless the Borough, its respective officers, agents, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the duties, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Customer, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Customer shall furnish evidence to the Borough that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified in Paragraph B above.

Unless required otherwise in the specifications, the successful bidder will be required to purchase and to maintain during the life of the contract liability insurance policies as outlined herein which name the Borough of Allentown and Roberts Engineering Group, LLC as an additional insured, and shall be required to provide certificates of insurance to the Borough to indicate such coverage; copies of the actual policies or policy endorsement may also be requested by the Borough.

7. CONTRACT DOCUMENTS

The contract documents shall consist of the Notice to Bidders, the bid proposal form and all other bid forms, these Instructions to Bidders, the Specifications, Plans, and such affidavits or certifications as may be required in the Specifications, along with all addenda issued prior to execution of a contract, and the contract itself.

In the event that any clarification or modification of the contract documents is determined to be necessary by the Borough, an addendum to the specifications will be issued, published and mailed or faxed in accordance with the requirements of the New Jersey Local Public Contracts Law, no less than 7 working days prior to bid opening, as found in NJSA 40A:11-23.

8. MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful bidder shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on their part or because of any failure to fully acquaint themselves with any condition or provision of the contract documents.

Bidder: Gres Laying Co., Inc.
Signature: [Signature]
Name Printed: John J. Gres
Title: President / owner
Date: 1/16/2020
Corporate Registered Agent (if applicable)
Name: N/A
Address: N/A



PROPOSAL

SNOW PLOWING AND ICE REMOVAL SERVICES

Borough of Allentown
Monmouth County, New Jersey

Table of Contents

<u>Description</u>	<u>Page</u>
Bid Document Submission Checklist	P-1
Proposal	P-2
Acknowledgement of Receipt of Changes to Bid Documents	P-5
Statement of Ownership	P-6
Non-Collusion Affidavit	P-10
Certification of Non-Segregated Facilities	P-11
Disclosure of Investment Activities in Iran	P-12
Statement of Equipment Owned	P-13
Experience Statement	P-14
Certification of Equal Employment Opportunity	P-16
Affirmative Action Affidavit	P-17
Prompt Payment Certification	P-18
Notice of Award	P-19
Agreement	P-20



BID DOCUMENTS SUBMISSION CHECK LIST

BOROUGH OF ALLENTOWN

SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

- A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.**
(N.J.S.A. 40A:11-23.2)

Required with
Submission of Bid
(Owner's checkmarks)

Initial Each Item
Submitted with Bid
(Bidder's Initials)

X	A statement of corporate ownership, pursuant to <u>N.J.S.A. 52:25-24.2</u>	JG
X	Disclosure of Investment Activities in Iran	JG
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specification(s) or bid document(s)	JG
X	Submission of a Non-Collusion Affidavit (This form must be notarized)	JG
X	New Jersey Business Registration	JG

- B. Failure to submit the following documents may be a cause for the bid to be rejected.**
(N.J.S.A. 40A:11-23.1b.)

Required with
Submission of Bid
(Owner's Checkmarks)

Initial Each Item
Submitted with Bid
(Bidder's Initials)

Required with
Submission of Bid
(Owner's Checkmarks)

Initial Each Item
Submitted with Bid
(Bidder's Initials)

X	Experience Statement	
X	Affirmative Action Compliance Notice	

X	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	

- C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements**

Name of Bidder: Gres Paving Co., Inc.

By Authorized Representative:

Signature: [Signature]

Print Name and Title: John Gres, president/owner

Date: 1/16/2020

Phone Number (Office): 609/890-6848

Phone Number (24-Hour): 609/516-4038

Email: grespaving@aol.com

PROPOSAL

SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

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

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
P.O. BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

GRES PAVING CO., INC.

TAXPAYER IDENTIFICATION#:

223-3811519/000

ADDRESS:

2475 EAST STATE STREET
TRENTON NJ 08611

EFFECTIVE DATE:

03/10/95

FORM-BRC(08-01)

TRADE NAME:

SEQUENCE NUMBER:

00649122

ISSUANCE DATE:

06/17/03

John S. Tully
Acting Director

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

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

INSURED Gres Paving Co Inc
2475 E State St Ext
Trenton NJ 08619-3315

PROJECT Operations in the State of New Jersey

POLICY NO. W18872-2-19

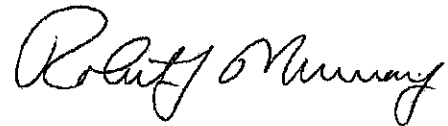
EFFECTIVE 07/01/2019

EXPIRING 07/01/2020

This policy insures the obligations imposed upon the Insured by the provisions of the Workers Compensation Law of New Jersey. The limits of liability for Part Two - Employers Liability - under this policy are as follows:
Bodily Injury by Accident \$1,000,000 each accident, and for Bodily Injury by Disease \$1,000,000 policy limit,
\$1,000,000 each employee.

NOTE: Waiver of subrogation and/or inclusion of interests not owned in the majority by the insured are not permitted under this policy by New Jersey Workers Compensation Statute.

The issuance of this Certificate imposes no liability on the Company beyond that provided by the terms, conditions and exclusions of such policy as are described above by policy number, effective and expiration dates.



CERTIFICATE HOLDER
Borough of Allentown
8 North Main Street
Allentown NJ 08501

ISSUE DATE 01/08/2020



GRESPAV-02

HIGGINSB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2020

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 License # 0E67768 Insurance Office of America, Inc. 1451 Route 34, Suite 101 Farmingdale, NJ 07727	CONTACT NAME:	
	PHONE (A/C, No, Ext): (732) 751-2900	FAX (A/C, No): (732) 751-2929
INSURED Gres Paving Co. Inc 2475 East State Street Trenton, NJ 08619	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pennsylvania National Mutual Casualty Insurance Company	
	NAIC # 14990	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ 710741 71145. GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X		CL9 0687700	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 LIMITED POLLUTI \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			AU9 0687700	9/30/2019	9/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UL9 0687700	9/30/2019	9/30/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Borough of Allentown is Additional Insured when required by written contract with respect to General Liability per form #710741 11/16, 711145 11/16. Notice of Cancellation per form #L0208 09/07.

CERTIFICATE HOLDER

CANCELLATION

Borough of Allentown 8 North Main Street Allentown, NJ 08501	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 <i>Nancy Brown</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

- B. Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

2. If this policy has been in effect for less than 60 days, we may cancel this policy for any reason subject to the following:

- a. We may cancel this policy by mailing or delivering to the first Named Insured and any person entitled to notice under this policy written notice, of cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for:

- (a) Nonpayment of premium; or
(b) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f) as follows:

- (i) "The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a 'moral hazard'; and

- (ii) "The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which an insurer will be held responsible. Any change in the character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a 'moral hazard'".

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- b. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation.

C. The following is added to the **Cancellation Common Policy Condition**:

7. Cancellation Of Policies In Effect For 60 Days Or More

a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
- (3) Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
- (4) Increased hazard or material change in the risk assumed which we could not have reasonably contemplated at the time of assumption of the risk;
- (5) Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
- (6) Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
- (7) Fraudulent acts against us by the insured or its representative that materially affect the nature of the risk insured;
- (8) Loss of or reduction in available insurance capacity;
- (9) Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
- (10) Loss of or substantial changes in applicable reinsurance;
- (11) Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
- (12) Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefore and a reasonable opportunity to respond.

(13) Agency termination, provided:

(a) We document that replacement coverage at comparable rates and terms has been provided to the first Named Insured, and we have informed the first Named Insured, in writing, of the right to continue coverage with us; or

(b) We have informed the first Named Insured, in writing, of the right to continue coverage with us and the first Named Insured has agreed, in writing, to the cancellation or nonrenewal based on the termination of the first Named Insured's appointed agent.

(14) Any other reasons in accordance with our underwriting guidelines for cancellation of commercial lines coverage.

b. If we cancel this policy based on Paragraph 7.a.(1) or (2) above, we will mail or deliver a written notice, to the first Named Insured and any person entitled to notice under this policy, at least 10 days before the effective date of cancellation. If we cancel this policy for any other reason listed above, we will mail or deliver a written notice to the first Named Insured and any person entitled to notice under this policy, not more than 120 days nor less than 30 days before the effective date of such cancellation.

c. In the notice of cancellation which is sent to the first Named Insured, we will state the reason for cancellation. For cancellation due to the nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date set forth in the notice.

d. Notice will be sent to the last mailing addresses known to us, by:

(1) Certified mail; or

(2) First class mail, if we have obtained from the post office a date stamped proof of mailing showing names and addresses.

e. We need not send notice of cancellation if you have:

(1) Replaced coverage elsewhere; or

(2) Specifically requested termination.

- D. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy for any reason permitted to cancel it. If we elect not to renew this policy, we will mail a notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.
2. This notice will be sent to the first Named Insured at the last mailing address known to us by:
 - a. Certified mail; or
 - b. First class mail, if we have obtained from the post office a date stamped proof of mailing showing the first Named Insured's name and address.
3. We need not mail or deliver this notice if you have:
 - a. Replaced coverage elsewhere; or
 - b. Specifically requested termination.

TO BOROUGH OF ALLENTOWN:

The undersigned hereby declares that they carefully examined the specifications, plans, and form of contract for the project named above; that they carefully examined the site of the project; and that they will contract to carry out and complete said project as specified and delineated at the price per unit measure or lump sum for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the Total Price for the entire contract stated by the undersigned in the Schedule is based on the estimated quantities and will control in the awarding of the contract. It is further understood that the quantities stated in the Schedule of Prices for the various items are estimated only and may be increased or decreased. Payment will be made only for the actual quantity of authorized work done under each scheduled item.

The award of a contract will be based on the lowest of the base bid or the lowest of the base bid plus any alternate as shown in this section of the specifications as determined by Borough Council to be best for the Borough.

It is further understood that the following procedure will be used to correct numerical discrepancies found in the Schedule of Prices following:

1. The Total Price for the entire contract shall be expressed in both words and figures, and in case of discrepancy, the written price shall govern over the price stated in figures.
2. If based on the above, it is found that the written Total Price for the entire contract is found to have been incorrectly computed, then changes will be made in any or all unit prices so as to attain conformity with said Total Price before the contract is executed.

The undersigned proposes to furnish all labor, materials and equipment required to construct and complete the structures and do other work complete in every detail, in accordance with plans, specifications and other contract documents prepared by Roberts Engineering Group, LLC, Consulting Engineers, at and for the following Lump Sum Prices and Unit Prices:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

PROPOSAL (Continued)
ESTIMATE OF QUANTITIES
SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES
January 2020

BASE BID

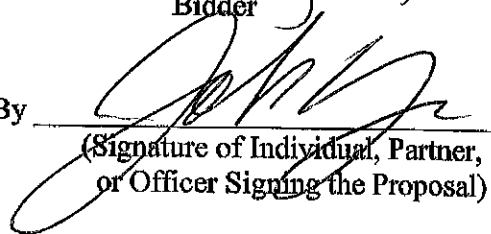
<u>ITEM #</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>TOTAL PRICE</u>
1	One (1) 4-Wheel Drive Vehicle with Operator, Multi-Angle Plows, And Salt Spreading Capabilities PER HOUR @\$ 350. ⁰⁰ <u>Three hundred fifty dollars & zero cents</u> (Write out unit price)	<u>\$350 Per Hour</u>
2	Two (2) 4-Wheel Drive Vehicles with Operator, Multi-Angle Plows, And Salt Spreading Capabilities PER HOUR @\$ 700. ⁰⁰ <u>Seven hundred dollars & zero cents</u> (Write out unit price)	<u>\$700 Per Hour</u>
3	Rock Salt PER CY @\$ 600. ⁰⁰ <u>Six hundred dollars & zero cents</u> (Write out unit price)	<u>\$600 Per CY</u>

PROPOSAL (Continued)

The undersigned bidder submitting this proposal or bid certifies and affirms that such bid is genuine and not collusive; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other persons shall refrain from bidding, and has not in any manner, directly or indirectly, sought by said bidder or any other bidder or fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the OWNER or any person interested in the proposed contract; and further, that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member of the OWNER'S Officials or Employees of said OWNER is interested directly or indirectly in the bid or in any portion of the bid, nor in the Contract or in part of the Contract which may be awarded the undersigned on the basis of such bid.

Signed this 16 day of January, 2020.

Gres Paving Co., Inc.
Bidder

By 
(Signature of Individual, Partner,
or Officer Signing the Proposal)

(SEAL)

(Seal is required if Bidder is a
Corporation)

President / Owner
Title

Address 2475 East State St. Ext.
Trenton, NJ 08619

Phone 609/890-6848

Fax 609/890-7702

Email grespaving@aol.com

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

BOROUGH OF ALLENTOWN

Bid for

SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

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

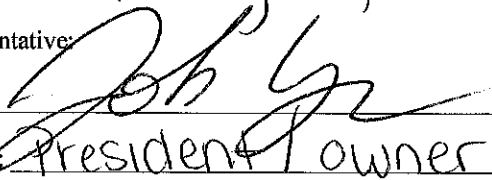
By indicating date of receipt, bidder acknowledges that the submitted bid takes into account the provisions of the notice, revision or addendum. Note the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date received
N/A	N/A	N/A
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—
—	—	—

Acknowledge by bidder:

Name of Bidder: Gres Paving Co., Inc.

By Authorized Representative:

Signature: 

Printed Name and Title: President / owner

Date: January 16, 2020

1941

1942

1943

1944

1945

1946

1947

1948

1949

1950

1951

1952

1953

1954

1955

1956

1957

STATEMENT OF OWNERSHIP
(OWNERSHIP DISCLOSURE CERTIFICATION)

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 included with
All Bid and Personal Submissions

Name of Business: Gres Paving Co., Inc.

Address of Business: 2475 East State St. Ext., Trenton, NJ 08619

Name of person completing this form: John Gres

N.J.S.A. 52:25- 24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized.

Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

Part I

Check the boxes that represents the type of business organization:

- ☒ Sole Proprietorship (skip II and III, sign and notarize at the end)
- ☐ Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
- ☐ Limited Liability Company
- ☐ For-profit Corporation (including Subchapters C and S or Professional Corporation)
- ☐ Other (be specific): _____

Part II

- ☐ I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

- ☐ I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Part III- Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page number of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest."

- ☐ Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds 10 percent or greater beneficial interest.

OR

- ☐ Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

N/A

AND

- ☐ Submit here the relevant page numbers of the filings containing information on each person holding a 10 percent or greater beneficial interest.

N/A

Subscribed and sworn before me this 16 day of
January, 2020.

(Notary Public)

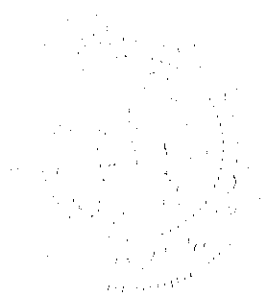
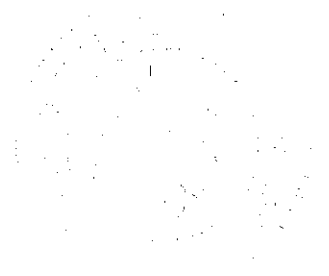
My Commission expires:

CHRISTA MURPHY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50050448
My Commission Expires 11/30/2021

(Affiant)

John J. Gres, President/owner
(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)



Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A

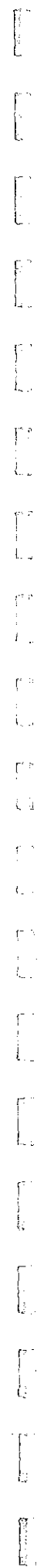
Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A

Name: _____
Address: N/A



NON-COLLUSION AFFIDAVIT

RE: PROPOSAL FOR: SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

STATE OF NEW JERSEY

SS:

COUNTY OF mercer

I, John Gres of the Borough of Hamilton in the County of mercer and the State of NJ of full age, being duly sworn according to law on my oath depose and say that:

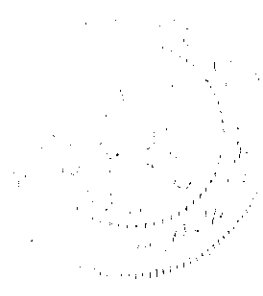
I am president/owner of the firm of Gres Paving Co., Inc. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise 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 Borough of Allentown relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. Subscribed and sworn to before me this 16 day of January, 2020

Christa Murphy
Notary Public

John Gres
(also type or print name of
affiant under signature)

My commission expires:

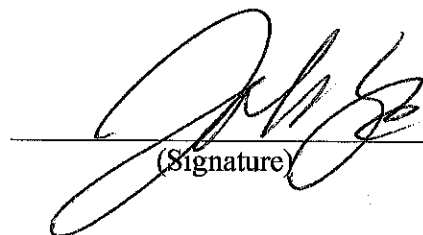
CHRISTA MURPHY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50050448
My Commission Expires 11/30/2021



CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

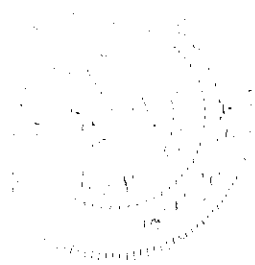
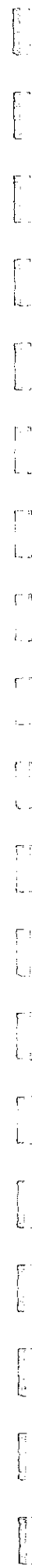
The Federally Assisted Construction Contractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Federally Assisted Construction Contractor certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Federally Assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that they will retain such certifications in their files.


(Signature)

1/16/2020
(Date)

John Gres, President/Owner
(Name and Title of Signer – Please Type)

NOTE: Penalty for making false statements in offers as prescribed in 18 U.S.C 1001.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Snow Plowing and Ice Removal / Salting Services

Bidder Name: Gres Paving Co., Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates 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: OR**
- ☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such will result in the proposal being rendered as non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name - N/A - Relationship to Bidder/Owner N/A -
Description of Activities N/A -
Duration of Engagement N/A - Anticipated Cessation Date - N/A
Bidder/Offeror Contact Name N/A -

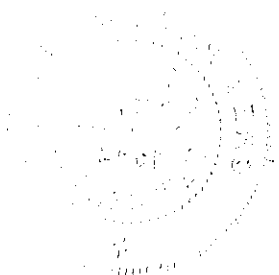
Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge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

Full Name (Print): John Gres

Signature: [Signature]

Title: President / Owner

Date: 1/16/2020



STATEMENT OF EQUIPMENT OWNED

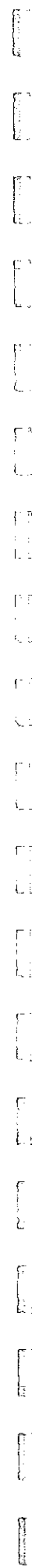
The undersigned offers the following information relative to the equipment and resources available for the fulfillment of the contract if such be awarded to them.

FACILITIES: That they own and have available for immediate use on the proposed work the following plant and equipment:

Please see attached
equipment list.

Bidder's Name, Address and Telephone Number:

Gres Paving Co., Inc
2475 East State St. Ext.
Trenton, NJ 08619



Summary of Insurance

Coverage as of 1/8/2020

For: Gres Paving Co. Inc
2475 East State Street
Trenton, NJ 08619

By: Insurance Office of America
1451 Route 34, Suite 101
Farmingdale, NJ 07727

Coverage	Company	Policy Number	Effective Date	Expiration Date
Equipment Floater	Pennsylvania National Mutual Casualty Insurance Company	CL9 0687700	9/30/2019	9/30/2020

SCHEDULED EQUIPMENT

Item #	Site ID	Owned	Year	Make/Model	Type/Description	Serial Number	Amount of Ins.
1		Yes	2004	Galeo / D65EX-15	Komatsu Straight tilt dozer S6D12E-1	KMT0D060K01067363	\$100,000
2		Yes		/	Caterpillar Excavator 322CL	CAT0322CLBKJ00494	\$50,000
3		Yes	2005	/ VW151AD2	Bomag 2 Wheel Vibratory Roller	101490221372	\$35,000
4		Yes	2008	/ 303.5C CR	Caterpillar Mini Excavator	DMY2213	\$30,000
5		Yes		/ D51PX-22	Komatsu Crawler Dozer	B10543	\$100,000
6		Yes		/ 5000 Path Master	Leeboy Path Master Paver 5000	47524	\$30,000
7		Yes	2011	/ S770	Bobcat Skid Steer Loader	A3P411113	\$30,000
8		Yes	2013	/ S570 IT4	Bobcat Skid Steer Loader	A7U713237	\$20,000
11		Yes	2014	/ W200i	Asphalt Milling Machine	14200099	\$400,000
12		Yes		/ HD 12 VO	Hamm 2- Wheel Roller	H2300254	\$48,000
13		Yes		/ SW330-1	Sakai 2 2 Wheel Roller	4SW5140266C	\$35,000
15		Yes		/ 938G Series II	Caterpillar Rubber-Tire Wheel Loader	CAT0938GGJRTB00639	\$50,000
16		Yes	2006	Galeo / 11202760-PO1	Komatsu Rubber-Tire Wheel Loader	1807	\$60,000
17		Yes	2005	Galeo / WA320	Komatsu Rubber-Tire Wheel Loader "B"	KMTWA028P79H5030 5	\$60,000
18		Yes	2012	/ 644K	John Deere 644K Wheel Loader with Bucket	643599	\$70,000
19		Yes	2011	/ 644K	John Deere 644K Wheel Loader with Bucket	640166	\$70,000
20		Yes	2004	/ WA180-3MC	Komatsu Rubber-Tire Wheel Loader w/Buck	A81399	\$30,000
21		Yes		/ D4H XL Series III	Caterpillar Dozer	8PJ01247	\$35,000
22		Yes	1999	/ 670C	John Deere 670C Road Grader	DW670CX572371	\$50,000
23		Yes	2007	/ 430E IT	Caterpillar Backhoe w/Accessories	CAT0430ETDDT00652	\$50,000

Summary of Insurance

Coverage as of 1/8/2020

For: Gres Paving Co. Inc
2475 East State Street
Trenton, NJ 08619

By: Insurance Office of America
1451 Route 34, Suite 101
Farmingdale, NJ 07727

Item #	Site ID	Owned	Year	Make/Model	Type/Description	Serial Number	Amount of Ins.
24		Yes	2011	/ 420E ITX	Caterpillar Backhoe with Accessories	CAT0420EPDAN00444	\$60,000
25		Yes	2004	/ RG170.B	New Holland Road Grader	HBZ028013	\$75,000
26		Yes	2009	/ 580M, Series 3	Case Backhoe	NDC586232	\$30,000
27		Yes	2015	/ 580N	Case Backhoe	JJGN580NKFC717484	\$70,000
28		Yes	2014	/ 580SN	Case 580S Backhoe	JJGN58SNCDC586232	\$70,000
29		Yes	2010	/ 262C High Flow XPS	Caterpillar Skid Steer	CAT0262CCMST03094	\$20,000
31		Yes	2014	/ S850 SSL IT4	Bobcat Skid Steer with Bucket	ATF411857	\$50,000
32		Yes	2016	/ AA 262D High Flow XPS	Caterpillar 262D Skid Steer Loader	CAT0262DLDTB05732	\$60,000
33		No	2015	Komatsu Rubber-Tire / WA320	Komatsu Rubber Tire Wheel Loader "C"	A36201	\$130,000
34		Yes		/ SW654ND	Sakai 2 Wheel Roller Sakai 2 Wheel Roller	1SW5330139	\$90,000
35		No	2014	Case / CX145C	Case Excavator	NES6E1430	\$100,000
36		Yes	2017	/	Komatsu Milling Mach Wirtgen W2201 Mill	07220012	\$700,000
37		Yes	2017	Foley / D3K2 XL	Caterpillar D3 Dozer	OKF202287	\$90,000
38		Yes	2018	/ 262D High Flow XPS	Caterpillar Caterpillar Skid Steer with Mill Attachm	00DTB07777	\$65,000
39		Yes	2018	/ 325FCRTC	Caterpillar Caterpillar - Excavator	NDJ20004	\$200,000
40		Yes	2018	Kubota / BX2380V	Tractor Diesel 4X4	19107	\$27,726
41		Yes	2018	/ CB10	Caterpillar	OP8P00234	\$125,000
42		Yes		/ AP655F	Caterpillar Paver	MH600302	\$375,000
43		Yes	2018	/ P1448	Weiler Paver	1W9P1448HJ0001050	\$35,000
44		No		Weiler / P385B	Paver Power Crown w/Heated End Gates		\$150,000
45		Yes	2018	/ 938M	Caterpillar Rubber-Tire Wheel Loader	CAT0938MEJ3R06447	\$221,780
46		Yes	2019	/ 262D	Caterpillar Skid Steer Loader	ODTB09551	\$53,549
47		Yes	2015	Komatsu / WA380-7	Komatsu Rubber-Tire Wheel Loader	A64558	\$160,000

Summary of Insurance

Coverage as of 1/8/2020

For: Gres Paving Co. Inc
2475 East State Street
Trenton, NJ 08619

By: Insurance Office of America
1451 Route 34, Suite 101
Farmingdale, NJ 07727

Item #	Site ID	Owned	Year	Make/Model	Type/Description	Serial Number	Amount of Ins.
48		No	2017	/ 262D	Caterpillar Skid Steer	0DTB06431	\$39,984
49		No	2019	/ CB13	Caterpillar CB13	0PWP00268	\$159,260
50		No	2019	/ AP1055F	Caterpillar AP1055F	0TJ500902	\$468,100
51		No	2018	/	Sakai - SW-354 Vibra Sakai - SW-354 Vibratory Roller	4SW78-30162	\$37,750
52		No	2019	/ 289DHF	Caterpillar Skid Steer	0TAW12072	\$74,000

EXPERIENCE STATEMENT

The Bidder shall furnish with the proposal a listing of similar type projects on which they has performed work. (7 minimum)

1. Project Name/Owner: State of New Jersey
\$2,145,900.
Address: P.O. Box 6246, 50 West State St.
8th Floor, Trenton, NJ 08625
Contact Person: Michael Debnarik
Phone Number: 609/502-7707
Scope: Snow removal & Salting Services
2. Project Name/Owner: Trane
\$73,013.42
Address: 2231 East State St. Ext.
Trenton, NJ 08619
Contact Person: Larry Ferrara
Phone Number: 609/937-3523
Scope: Snow removal & Salt Services
3. Project Name/Owner: Bridgeton, NJ - Dept. of Treasury
\$40,000.
Address: P.O. Box 6246, 50 West State St.
8th Floor, Trenton, NJ 08625
Contact Person: Michael Debnarik
Phone Number: 609/502-7707
Scope: Snow removal & Salting Services
4. Project Name/Owner: UPS - United Parcel Service Inc. an
\$77,809.50 Ohio Corp.
Address: 493 County Ave.
Secaucus, NJ 07094
Contact Person: Javier Diaz
Phone Number: 732/417-3474
Scope: Snow removal & Salt Services

THE
JOURNAL
OF
THE
ROYAL ANTHROPOLOGICAL INSTITUTE
VOLUME 10
PART 1
1880
LONDON
PUBLISHED BY THE
EDUCATIONAL SOCIETY
1880

5. Project Name/Owner: Hamilton Twp
\$ 1,000,000.
Address: 2090 Greenwood Ave.
Hamilton, NJ 08609
Contact Person: Joseph Aranzato
Phone Number: 609/954-1430
Scope: Snow Removal & Salting Services.
6. Project Name/Owner: Thomas Edison University
\$ 10,000.
Address: 111 West State St.
Contact Person: David Hoffiezer
Phone Number: 609/984-1661 Ext: 3025
Scope: Snow removal & Salting services.
7. Project Name/Owner: N/A
\$ —
Address: —
Contact Person: N/A
Phone Number: —
Scope: —

ATTACH ADDITIONAL SHEETS IN THIS FORMAT IF NECESSARY

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF THE HISTORY OF ARTS

ARTS AND SCIENCES

THE UNIVERSITY OF CHICAGO

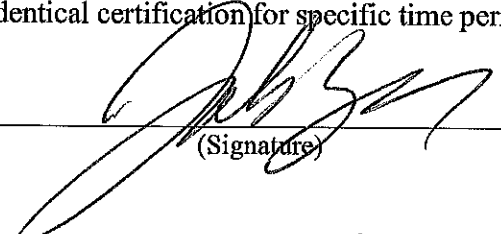
DEPARTMENT OF THE HISTORY OF ARTS

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offerer, applicant, or subcontractor certifies that they shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

They further agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that they will retain such certifications in their files, and that they will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).


(Signature) 1/16/2020
(Date)
John Gres, President/owner
(Name and Title of Signer - Please type)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

THE
LIBRARY
OF THE
CONGRESS
READS
THE
LAW

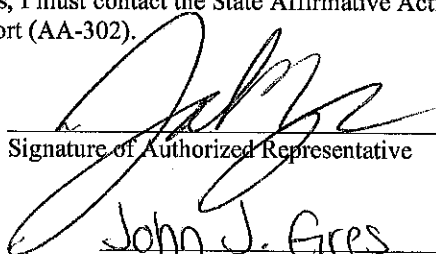


N.J.S.A. 10:5-31 et seq.
AFFIRMATIVE ACTION AFFIDAVIT
(TO BE COMPLETED BY FIRMS WITH LESS THAN 50 EMPLOYEES)

STATE OF NEW JERSEY }
COUNTY OF } ss.

I, John Gres, of the (City, Town, Borough) of Hamilton in the County of mercer, State of New Jersey, of full age, being duly sworn according to the law on my oath depose and say that:

1. I am (President) partner, owner) of the firm of Gres Paving Co., Inc a bidder making a proposal upon the above named project.
2. Gres Paving Co., Inc does not have 50 employees or more inclusive of all officers and employees of every type.
3. I am familiar with the affirmative action requirements of P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey pursuant hereto.
4. Gres Paving Co., Inc has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975 c. 127 and the rules and regulations issued by the Treasurer, State of New Jersey pursuant hereto.
5. I am aware that if Gres Paving Co., Inc does not comply with P.L. 1975 c. 127 and rules and regulation issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of mercer, (City, Town, Borough) of Trenton, until an affirmative action plan is approved. I am also aware that the contract may be terminated and Gres Paving Co., Inc may be debarred from all public contracts, for a period of up to five (5) years.
6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action Office and complete and Employee Information Report (AA-302).


Signature of Authorized Representative

John J. Gres
Name and Title

president & owner

SUBSCRIBED AND SWORN TO
BEFORE ME THIS 16 DAY
OF January, 20 20

CHRISTA MURPHY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50050448
My Commission Expires 11/30/2021

THE UNIVERSITY OF CHICAGO

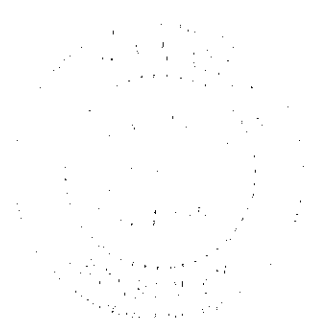
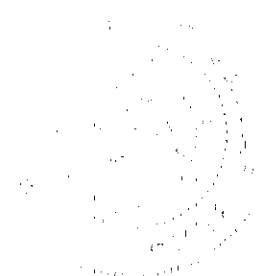
DEPARTMENT OF CHEMISTRY

RECEIVED

1954

1954

1954



PROMPT PAYMENT CERTIFICATION

I make this certification on behalf of myself as a representative of the contractor named below ("Contractor") and on behalf of the Contractor. I certify that for each application for payment submitted in connection with this project: (1) the work covered by that application for payment has been completed in accordance with the contract documents; (2) the payment requested is due; and (3) all amounts have been paid by the Contractor for work for which previous payments were issued. No application for payment will be submitted without Contractor having paid all subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment. I understand and acknowledge that this entire certification will be considered incorporated into every request for payment. I understand and acknowledge that if Contractor submits an application for payment without (1) having completed work in accordance with the contract documents, (2) payment requested being due, and/or (3) having paid all subcontractors and suppliers their share of any funds received by Contractor pursuant to any previous application(s) for payment, then Contractor has submitted a false claim and false certification, subjecting Contractor to liability, damages and penalties under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq.

If there is some legitimate reason Contractor cannot timely pay a subcontractor or supplier, then Contractor must submit a signed certification or affidavit to the owner/government entity fully explaining the situation, when the situation arose, and when it will be resolved. A failure to submit such an explanatory certification waives any defenses Contractor may later seek to assert in connection with liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. or any other law, including N.J.A.C. 7:1D et seq.

I further understand and acknowledge that a false certification, whether express or implied, that (1) the work covered by an application for payment has been completed in accordance with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor to subcontractors or suppliers for work for which previous payments were issued, is misleading with respect to the goods and services Contractor is providing.

I also understand and acknowledge that the requirements that (1) work has been completed in accordance with the contract documents, (2) the payment requested is due, and (3) all amounts have been paid by the Contractor for work for which previous payments were issued, are material to the State's decision to allocate State funding dollars for this contract, and also material to any local government entity's decision to retain and make payment to the contractor. I understand and acknowledge that if owner/government entity makes payment knowing of such violations, that does not demonstrate that the requirements are not material, and does not constitute a waiver of liability under the New Jersey False Claims Act, N.J.S.A. 2A:32C-1 et seq. To the contrary, Contractor recognizes that owner/government entity may decide to continue to pay Contractor due to contractual and/or logistical requirements or considerations.

Additionally, I understand and acknowledge that a false certification, whether express or implied; that (1) the work covered by an application for payment has been completed in accordance with the contract documents, (2) the payment requested is due, and/or (3) all amounts have been paid by the Contractor for work for which previous payments were issued, constitutes legitimate grounds for debarment pursuant to N.J.A.C. 7:1D et seq.

Signature

Date

John Gres
(Name and Title of Signee - Please Type)

President & owner

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20__, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of \$_____.

You are required by the Information for Bidders to execute the AGREEMENT within ten calendar days from the date of the Notice to you.

If you fail to execute said Agreement within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by the law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.
Dated this _____ day of _____, 20__.

Owner

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged by _____

this the _____ day
of _____, 20__

By _____

Title _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

BOROUGH OF ALLENTOWN
8 North Main Street
Allentown, New Jersey 08501

AGREEMENT FOR: SNOW PLOWING AND ICE REMOVAL/SALTING SERVICES

This AGREEMENT, made this _____ day of _____, 20____ by and between:

THE BOROUGH OF ALLENTOWN, a municipal corporation
of the State of New Jersey with offices at
8 North Main Street, Allentown, New Jersey 08501

("Borough")

Gres Paving Co., Inc.
2475 East State St. Ext.
Trenton, NJ. 08619
("Contractor")

In connection with the Contractor's bid proposal dated _____, 20____ and the Borough's Notice of Award (or similar authorization) of same dated _____, 20____, Borough and Contractor hereby agree as follows:

1. Scope of Work

The Contractor hereby agrees to furnish the goods and/or services specified in Contract Documents in accordance with the terms of aforesaid bid proposal.

2. Time of Completion

- A. The work to be performed under this Contract shall be commenced and completed as set forth in the Notice to Proceed to be provided by the Borough.
- B. Failure to complete the work within the number of calendar days stated in the Notice to Proceed or similar authorization, including any extension granted thereto as determined by the Borough Council, shall entitle the Borough to liquidated damages as set forth in the Contract Documents.
- C. It is also agreed that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Borough arising out of or by reason of performance or non-performance of the Contractor's obligations under this Contract.

3. Contract Sum

Based upon the unit prices and/or lump prices sum set forth in the bid proposal, the amount of the Contract, subject to adjustments made in accordance with the Contract Documents, is _____ Dollars (\$ _____) and _____ cents

4. Hold Harmless Agreement

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Borough, 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

Americans With Disabilities Act, and from all damages which the Borough 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 in the work, or through any act or omission on the part of the Contractor or their agent or agents.

5. Payment to Contractor

In consideration of the Contractor's agreements set forth herein, the Borough hereby agrees to pay the Contractor for the work, when completed in accordance with the specifications at the unit prices or lump sum prices bid for the respective items, the said payments to be made in accordance with the provisions contained in the Contract Documents. Payments will be made after a properly executed Borough purchase order/voucher has been received and formally approved by the Borough Council at its subsequent regular meeting. The voucher will be certified correct by the department head who received the goods or services.

6. Contract Documents

The Contract Documents as defined in the Instructions to Bidders, are incorporated herein and made a part hereof by reference.

7. Affirmative Action Regulations

The Contractor specifically agrees to comply with the affirmative action requirements set forth in the General Conditions, which requirements are incorporated herein and made a part hereof by reference.

ALLENTOWN BOROUGH

MANDATORY AFFIRMATIVE ACTION

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 or sex. Except with respect to affectional or sexual orientation, 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 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, 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 agency contracting officers 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 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 established in accordance with N.J.A.C. 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 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 attempt to hire or schedule minority and women workers directly, consistent 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 immediately if it determines or is so notified by the Division that the union is not with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the Contractor 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 goals:
 - 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 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 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 on 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 Contractor or Subcontractor:

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 agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

ii. If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

iii. If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination.

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 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.

9. This agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the Borough.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

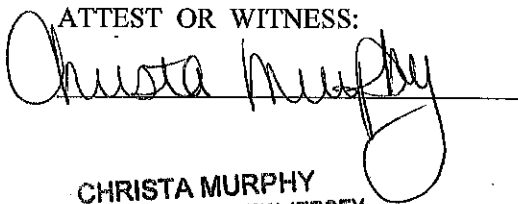
ATTEST:

Laurie Roth, MAS, CMR, CMR, Clerk

BOROUGH OF ALLENTOWN:

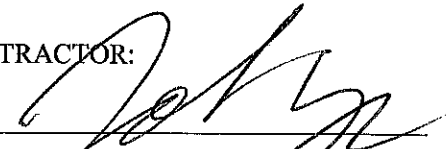
By: _____
Thomas Fritts, Mayor

ATTEST OR WITNESS:



CHRISTA MURPHY
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50050448
My Commission Expires 11/30/2021

CONTRACTOR:

By: 

Title: President / owner

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200

201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300

WORK SPECIFICATIONS

The intent of these specifications is to set forth the terms of a contract agreement for the plowing of snow and ice and sanding/salting of the Borough of Allentown roads and streets for the 2020 snow season. A Borough of Allentown street map which outlines the roads and lots to be plowed is included with the bid packet. Rock salt is to be provided by the Contractor. The bidder shall submit an hourly rate for each category which is to be inclusive of any and all costs, including but not limited to vehicle, driver, fuel, travel time, mileage and insurance. The Borough of Allentown does not guarantee a minimum number of hours.

1. CONTRACTOR SUPPLIED EQUIPMENT

Bidder shall submit with their bid a list of vehicles and/or equipment available to the Borough for plowing of snow and ice on the form provided. The following information is required: category, vehicle type (i.e.: truck (5-9cy), loader, backhoe, grader), vehicle make and model, plate number, vehicle plow size and confirmation that it has salt spreading capabilities. The successful contractor(s) shall agree to furnish any one or all of the vehicles up to a maximum of two vehicles, including operator and fuel and salt for each vehicle used, as specified in their proposals and as requested by the Borough. These services shall start within one (1) hour of the initial telephone call by the Borough's designated representative, Nick Pellichero, Superintendent of Public Works.

Vehicles shall:

1. Be equipped with 4-wheel drive.
2. Be equipped with multi-angle plows.
3. Shall be capable of spreading salt.
4. Shall arrive to the Borough with salt provided by the Contractor.
5. Shall be available within three (3) hours when called during an emergency.
6. Shall include the Contractor's logo and/or insignia.

2. AWARD OF BID

Award(s) shall be made to the lowest responsible, responsive bidder (primary contractor) and the second lowest responsible, responsive bidder (supplemental contractor). In the event additional snowplowing is needed, the Borough reserves the right to utilize the supplemental Contractor for snowplowing and salting. Award(s) shall be contingent upon physical inspection of the vendor's equipment listed in the bid package.

3. PERFORMANCE

Bidders are required to own the equipment proposed or have legal possession of the equipment with authorization for the use intended under this contract. Bidders are required to maintain each piece of equipment intended for use in good working order and in full compliance with all State of New Jersey regulations governing its operation, to include but not limited to inspection, insurance, safety equipment and registration.

Bidders are required to provide drivers/operators with good driving records and valid driver's/operator's license(s) for the equipment they are operating and who are both knowledgeable and experienced in handling the equipment in all types of weather and road conditions anticipated under this contract. The Borough will require a copy of each driver's/operator's license(s) assigned to the equipment provided for under this contract upon execution of a contract with the vendor and the start of services.

The Borough reserves the right to determine which quantity is needed and when the equipment is required for each snow event. All vehicle, equipment and operators are subject to inspection and approval by the Borough.

In the event of a breakdown, accident, or damage to property, the contractor must notify the Borough immediately.

A list of at least three (3) references for snowplowing must be given by the bidder, with the name of the municipality/entity/business, address, contact name, phone number and number of years.

During the term of this contract, the successful contractor(s) will notify the Borough in writing of vehicle and equipment to be added or deleted from the contract. Likewise, if there is an addition/deletion to the list of operators, the contractor(s) should notify the Borough in writing.

4. HOURS OF COMPENSATION

The number of hours shall be computed from the time a Contractor's vehicle reports to the Borough and shall include actual operating time employed in the snowplowing operation. An invoice shall be submitted to the Borough Finance Office indicating the driver's name(s), vehicle/equipment and license number(s), work area, starting time and ending time, total number of hours and total dollar amount. At the beginning and end of the assignment, the contractor will contact the Borough designated representative via telephone.

5. BREAKDOWN OF EQUIPMENT

Should a breakdown of the contractor's equipment occur while carrying out a work assignment, such breakdown will be the responsibility of the contractor. No payment will be allowed for the down time required to repair or replace the disabled vehicle. An

alternate vehicle or equipment should be used to complete the snowplowing. The Borough designated representative must be notified immediately of any breakdown.

6. DAMAGES

The contractor shall be responsible for damages to curbs, lawns, mailboxes, vehicles, private and/or public property caused by the operator and/or equipment during the performance of services under this contract. The contractor shall perform the repairs, as directed by the Superintendent of Public Works, within the time frame allotted. If the Contractor fails to perform the repairs, the Borough retains the right to withhold payment to the contractor or to reduce money due to the Contractor.

7. INSURANCE

The Contractor shall agree to indemnify and hold harmless the Borough of Allentown, its officers and employees and each and every one of them against and from all suits and costs of every name and description, and from all damage to which the Borough of Allentown, or its officers and employees may be put, by reason of injury to the person or property of others or damages to the property of the Contractor resulting from the carelessness or negligence in the performance of said work or through the negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the aforesaid work. It is being hereby understood and agreed that this Indemnification Provision shall cover any damages and costs including damage to property of the Contractor caused by collision or vandalism while under supervision and control of the Borough of Allentown.

Bidder(s) shall provide the Borough with a copy of a valid insurance certificate with their bid proposal. Within five (5) days of notification of award, the Contractor shall provide to the Borough a valid insurance certificate which names the Borough of Allentown as an additional insured and a copy of the New Jersey Vehicle Registration for each vehicle. The Contractor shall maintain insurance to protect against all claims under Workmen's Compensation, Comprehensive General Liability and Automobile Liability at the following limits:

- Workmen's Compensation—Limits according to the Laws of the State of New Jersey
- Comprehensive General Liability—Bodily Injury and Property Damage at \$1,000,000 per occurrence and per person
- Comprehensive Automobile Liability—Business Auto Liability with a minimum of \$1,000,000 per accident

In the event of a cancellation of contractor's insurance, the Borough must be notified within thirty (30) days.

8. METHOD OF PAYMENT

Contractors performing the services described in these specifications will receive a Borough of Allentown purchase order that must be signed and forwarded with the Contractor's invoice to the Finance Office for payment processing. Invoices shall specify the driver's name(s), type of vehicle(s)/equipment(s) used, license plate numbers, work area, beginning time and ending time, total number of hours, hourly rate, amount of product used (if applicable), total dollar amount.

9. GRATUITIES

Soliciting or accepting gratuities of any kind are expressly forbidden as is the providing of snowplowing or snow removal services on any private property during the hours the contractor or his employees are providing services to the Borough.

10. STREET MAP

A Borough of Allentown street map (reduced size) is provided in these specifications.

The Contractor(s) shall plow all Borough roads noted on the street map, with the exception that the Borough reserves the right to utilize its equipment and operators on the Borough roads, at their discretion.

The contractor shall not plow County roads or Private roads. County or Private streets and roadways include, but are not limited to, the following:

1. South Main Street (C.R. 524)
2. Yardville-Allentown Road (C.R. 524)
3. High Street (C.R. 539)
4. North Main Street (C.R. 539)
5. Waker Avenue (C.R. 526)
6. Church Street (C.R. 526)

In addition to Borough-owned roadways, the Contractor shall plow the following locations:

1. Borough Hall
2. Borough Annex
3. Water Treatment Plant

4. Wastewater Treatment Plant
5. Gordon Street Parking Lot
6. Church Street Parking Lot
7. Pearl Street Parking Lot
8. Sensi Park Parking Lot (South Main Street)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

