



Township of
HOPEWELL
Mercer County | New Jersey

Invitation for Public Bid

Questions as to obtaining contract and bid documents may be directed to the Qualified Purchasing Agent at:

Sean P. Canning, QPA

scanning@TheCanningGroup.org

862-228-3563

The Township of Hopewell does not release the project estimate nor plan holders lists.

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

SCHEDULE:

Release Specifications:

August 30, 2022

Pre Bid Meeting

None

Deadline for All Questions:

September 7, 2022 by 2:00 P.M.

Bid Opening:

September 13, 2022 at 10:00 A.M.

TOWNSHIP OF HOPEWELL CONTACTS:

GENERAL INQUIRIES TO:

Sean P. Canning QPA

Voice: (862)228-3563

Email: Scanning@TheCanningGroup.org

TECHNICAL INQUIRIES TO:

Herbert J. Seeburger, P.E

Voice: (609)689-1100

Hseeburger@vancleefengineering.com

Bid Tabulation:

Bid results will be posted on the Township website at

www.bidnetdirect//townshipofhopewell within 24 hours of the bid opening. This bid has been advertised in accordance with the "Fair and Open Basis" and nothing further shall be required under the Pay-to-Play Legislation (N.J.S.A. 19:44A-20.4).

Date: August 30, 2022

Tax Exempt # 21-6000738

Sean Canning QPA, MPA

Purchasing Agent Township of Hopewell

Administrative Documents

- A. Failure to submit the following documents is a MANDATORY cause for rejection of bid in accordance with NJSA 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Proposal Guarantee or Bid Bond	RTB
X	Consent of Surety	RTB
X	Statement of Ownership	RTB
X	List of All Subcontractors	RTB
	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	RTB

- B. Failure to submit the following documents may be cause for rejection of bid in accordance with NJSA 40A:11-23.2.

Owner's Checkmarks		Bidder's Initials
X	Proposal Form	RTB
X	Experience & Qualifications Questionnaire	RTB
X	Non-Collusion Affidavit	RTB
X	New Jersey Business Registration Certificate	RTB
Advisory	Mandatory EEO Language	RTB
X	Proof of Affirmative Action Compliance	RTB
X	Public Works Contractor Registration	RTB
X	Labor & Materials Payment Bond	RTB
X	Performance Bond	RTB
X	Maintenance Bond	RTB
X	Iran Certification	RTB
X	Pay to Play Advisory	RTB
X	Americans with Disabilities Act	RTB
X	Debarred List Affidavit	RTB
X	Certification of Non-Debarment for Federal Government Contracts	RTB

Administrative Documents

X	Equipment Certification	RTB
X	Federal Debarment Certification	RTB

- C. List any deviations from the specifications on attached pages. If no deviations or exceptions are applicable, state "No Exceptions".

NO EXCEPTIONS

- D. The undersigned hereby acknowledges and has submitted the above required documents.

Business Name:

RICHARD T. BARNETT PAVING CO INC.

Representative's Name:

RICHARD T. BARNETT JR.

Representative's Signature:

Richard T Barnett Jr

Date:

9-13-22

Phone:

609-882-2236

CONTRACTOR'S PROPOSAL

CONTRACT B22-18
HARBOURTON ROCKTOWN ROADWAY IMPROVEMENTS

TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY

The Undersigned hereby declares that he carefully examined the site of the work, the Contract and Specifications and the Drawings therein referred to, and will provide all necessary machinery, tools apparatus and other means for construction, and do all the work and furnish all the materials called for by said Contract and Specifications and the requirements under them, in accordance with the Advertisement, Instructions to Bidders, Plans, Specifications, all of which are annexed hereto and form a part of this Contract, and any instructions which may be given during the work.

The Undersigned hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute within ten (10) days after notice of award, the Contracts and provide a Performance Bond.

The Undersigned understands that the following are estimated quantities and in no way guarantee the exact amount of the final as-built quantities. The owner reserves the right to set, without limit, the amount of the final quantities.

The Undersigned understands that the owner(s) reserves the right to reject all bids for any reason whatsoever if in its best interest.

The Undersigned understands that the project is being completed with funds from the New Jersey Department of Transportation.

The Undersigned agrees to perform the Contract for the following unit price to wit:

NJDOT				TOTAL	
ITEM NO.	ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	ESTIMATED AMOUNT
154003P	1.	LUMP SUM	MOBILIZATION		
LUMP SUM PRICE:					
<i>Thirteen thousand five hundred</i>		DOLLARS	<i>no</i>	CENTS	\$ <i>13,500.00</i> \$ <i>13,500.00</i>
160007M	2.	LUMP SUM	ASPHALT PRICE ADJUSTMENT		
LUMP SUM PRICE:					
ONE THOUSAND		DOLLARS	NO	CENTS	\$ 1,000.00 \$ 1,000.00

NJDOT							TOTAL
IT	NO.	ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE		ESTIMATED AMOUNT

160004M	3.	LUMP SUM		FUEL PRICE ADJUSTMENT			
---------	----	----------	--	-----------------------	--	--	--

LUMP SUM PRICE:

FOUR HUNDRED DOLLARS NO CENTS \$ 400.00 \$ 400.00

159003M	4.	20 UNITS		BREAKAWAY BARRICADES			
---------	----	----------	--	----------------------	--	--	--

PRICE PER UNIT:

One DOLLARS no CENTS \$ 1.00 \$ 20.00

159009M	5.	25 UNITS		TRAFFIC CONES			
---------	----	----------	--	---------------	--	--	--

PRICE PER UNIT:

One DOLLARS no CENTS \$ 1.00 \$ 25.00

159006M	6.	25 UNITS		TRAFFIC CONTROL DRUMS			
---------	----	----------	--	-----------------------	--	--	--

PRICE PER UNIT:

One DOLLARS no CENTS \$ 1.00 \$ 25.00

159012M	7.	196 SF		CONSTRUCTION SIGNS			
---------	----	--------	--	--------------------	--	--	--

PRICE PER SQUARE FOOT:

One DOLLARS no CENTS \$ 1.00 \$ 196.00

159226M	8.	6,152 LF		TEMPORARY TRAFFIC STRIPES LATEX, 4" YELLOW			
---------	----	----------	--	---	--	--	--

PRICE PER LINEAR FOOT:

No DOLLARS one CENTS \$.01 \$ 61.52

159226M	9.	6,040 LF		TEMPORARY TRAFFIC STRIPES LATEX, 4" WHITE			
---------	----	----------	--	--	--	--	--

PRICE PER LINEAR FOOT:

No DOLLARS one CENTS \$.01 \$ 60.40

<u>NJDOT</u>	<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL ESTIMATED AMOUNT</u>
--------------	-----------------	-----------------	--------------------	-------------------	-------------------------------

10. 40 HOURS POLICE TRAFFIC DIRECTORS
(NJDOT Not Participating in this Item)

PRICE PER HOUR:

NINETY DOLLARS NO CENTS \$90.00 \$ 3,600.00

MMR088M 11. 112 LF SAW CUTTING

PRICE PER LINEAR FOOT:

Two DOLLARS fifty CENTS \$ 2.50 \$ 280.00

401027M 12. 495 LF JOINT SEALING

PRICE PER LINEAR FOOT:

Two DOLLARS no CENTS \$ 2.00 \$ 990.00

MMR078 13. 7,681 SY HMA MILLING, 2" THICK

PRICE PER SQUARE YARD:

Three DOLLARS fifteen CENTS \$ 3.15 \$ 24,195.15

202009P 14. 58 CY EXCAVATION (UNCLASSIFIED) (IF AND WHERE DIRECTED)

PRICE PER CUBIC YARD:

Five DOLLARS no CENTS \$ 5.00 \$ 290.00

401021M 15. 302 SY HMA PAVEMENT REPAIR (IF AND WHERE DIRECTED)

PRICE PER SQUARE YARD:

Fifteen DOLLARS no CENTS \$ 15.00 \$ 4530.00

Item NO.	ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL ESTIMATED AMOUNT
----------	----------	----------	-------------	------------	---------------------------

401024M	16.	500 LF	SEALING OF CRACKS IN HMA BASE COURSE (IF AND WHERE DIRECTED)		
---------	-----	--------	--	--	--

PRICE PER LINEAR FOOT:

Two DOLLARS no CENTS \$ 2.00 \$ 1,000.00

401042M	17.	1,038 TONS	HMA9.5M64 SURFACE COURSE, 2" THICK		
---------	-----	------------	------------------------------------	--	--

PRICE PER TON:

Ninety two DOLLARS fifty CENTS \$ 92.50 \$ 96,015.00

401030M	18.	768 GAL	TACK COAT		
---------	-----	---------	-----------	--	--

PRICE PER GALLON:

One DOLLARS no CENTS \$ 1.00 \$ 768.00

610017M	19.	13 LF	TRAFFIC STRIPES, THERMOPLASTIC, 24" WIDE WHITE		
---------	-----	-------	--	--	--

PRICE PER LINEAR FOOT:

Twenty five DOLLARS no CENTS \$ 25.00 \$ 325.00

610003M	20.	6152 LF	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" YELLOW		
---------	-----	---------	--	--	--

PRICE PER LINEAR FOOT:

No DOLLARS seventy CENTS \$.70 \$ 4306.40

610003M	21.	6040 LF	TRAFFIC STRIPES, LONG LIFE, EPOXY RESIN, 4" WHITE		
---------	-----	---------	---	--	--

PRICE PER LINEAR FOOT:

No DOLLARS seventy CENTS \$.70 \$ 4228.00

NJDOT

ITEM NO.	ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL ESTIMATED AMOUNT
----------	----------	----------	-------------	------------	------------------------

609027M 22. 2 UNITS TANGENT GUIDE RAIL TERMINAL

PRICE PER UNIT:

Four thousand nine hundred fifty DOLLARS *no* CENTS \$ 4950.00 \$ 9900.00

NS804000P 23. 500 SY TOPSOIL, SEED, FERTILIZER & MULCH (IF AND WHERE DIRECTED)

PRICE PER SQUARE YARD:

Twelve DOLLARS *no* CENTS \$ 12.00 \$ 6,000.00

24. LUMP SUM CONTINGENCY
(NJDOT Not Participating in this Item)

LUMP SUM PRICE:

FIFTEEN THOUSAND DOLLARS NO CENTS \$ 15,000.00 \$ 15,000.00

One hundred eighty six thousand seven hundred fifteen dollars and forty seven cents TOTAL AMOUNT BID: \$ 186,715.47

TOTAL AMOUNT BID WRITTEN IN WORDS

RICHARD T. BARRETT PAVING CO INC
COMPANY NAME

RICHARD T. BARRETT JR
COMPANY REPRESENTATIVE

400 PROSPECT ST
ADDRESS
TRENTON, N.J. 08618

ESTIMATOR
TITLE
Richard T. Barrett Jr

BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned: Richard T. Barrett Paving Co., Inc. as PRINCIPAL; and Swiss Re Corporate Solutions America Insurance Corporation A CORPORATION organized and existing under the laws of the State of Missouri and duly authorized to do business in the State of New Jersey as SURETY and held and firmly bound unto the Township of Hopewell, a body politic and corporate of the State of New Jersey, as OWNER in penal sum of * (\$ 10% NTE \$20,000.00) for the payment of which, well and truly be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

* Ten Percent of the Total Price Bid not to Exceed Twenty Thousand Dollars and No/100ths

Signed, sealed and dated this 13th day of September 2022

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

Bid number and name: Bid #22-18 - Mill and Pave.

NOW THEREFORE,

A) If said bid shall be rejected or in the alternative.

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

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

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

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

Witness or attest: _____


Richard T. Barrett Paving Co., Inc.

By: 
Principal

Witness or attest: _____


Swiss Re Corporate Solutions America Insurance Corporation
Surety


Attorney – in Fact, Fernanda L. DePaolantonio

If the bid is being conducted in an electronic only format, the bidder shall provide for a bid guarantee that can be verified through an electronic verification code issued by a surety agency. The bidder may also offer an electronic image of a certified check or cashier's check through the electronic platform and must:

Provide a physical sealed check upon no later than the submission deadline to the local unit clerk's office and clearly marked as the offerors response. Any late submittals of the sealed check guarantee will be a mandatory rejection in accord with N.J.S.A. 40A:11-23.2.

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the SURETY COMPANY Swiss Re Corporate Solutions America Insurance Corporation organized and existing under the laws of the State of Missouri and licensed to do business in the State of New Jersey-New Jersey _____ certifies and agrees, that if the contract for the Bid # 22-18 Mill and Pave is awarded to Richard T. Barrett Paving Co., Inc. the undersigned corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 13th day September of 20 22

SURETY COMPANY: **Swiss Re Corporate Solutions America Insurance Corporation**

By: Fernanda L. DePaolantonio

Name **Fernanda L. DePaolantonio,**

Attorney in fact



Swiss Re Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

Swiss Re Corporate Solutions America Insurance Corporation, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 OR R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,017,549,716 as of the calendar year ended December 31, 2021, which amount has been certified by KPMG LLP, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on November 26, 2021 in the amount of \$96,954,751.
- 4) The amount of the bond to which this statement and certification is attached is \$ **10% NTE \$20,000.00**
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

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

CERTIFICATE

I, Erik Janssens, Senior Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

By:


Erik Janssens, Senior Vice President

Dated: **September 13, 2022**

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIC J. FOLLMAN, SR., LYNN M. WHELOCK, FERNANDA L. DePAOLANTONIO AND CAITLIN CHRISTINE BAKER

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

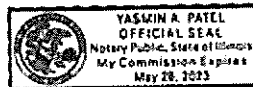
this 29TH day of APRIL, 2022

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of September, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

Date May 01, 2022

NAIC COMPANY CODE: 29874

THIS IS TO CERTIFY THAT THE **SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION** OF **KANSAS CITY, MISSOURI**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF **May, 2023**, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

NAIC COMPANY CODE: 29874

Date: May 19, 2022

COMPANY NAME: **SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE
CORPORATION**

LOCATION: **KANSAS CITY, MISSOURI**

SPECIAL CONDITIONS:

**NEW JERSEY STATUTORY
PERFORMANCE AND LABOR AND MATERIAL
PAYMENT BOND#**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, _____
(surety)
_____, as Principal, and the _____, _____
_____, a corporation organized and existing under the laws of the State of _____ and duly authorized to do
business in the State of New Jersey, as Surety, are held and firmly bound unto
as Obligee in the penal sum of _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH. that whereas the above named Principal did on the _____ day
of _____ enter into a contract with _____ for _____

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

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

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

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to
bonds of contractors on public works. Revised Statutes of the State of New Jersey, N.J.S.A. 2A: 44-143 to
4A: 44-147, both inclusive, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED, AND DATED this _____ day of _____
ATTEST:

Witness:

Principal

Witness:

Surety:

MAINTENANCE SURETY BOND

We, _____, having offices at _____, _____, as principal, and _____, having offices at _____, _____, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the municipality of _____ in the county of _____, obligee, in the sum of \$ _____, for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On _____ (date), principal was granted approval by the _____ (approving authority) of the _____ of _____ for _____ (include reference to specific job and resolution of approval).

This bond shall become effective upon approval or acceptance of the improvements by the governing body, as certified by the resolution of the governing body, which is, or shall be, attached hereto and made a part hereof. The improvements subject to this bond are as follows: _____. The certification of the cost of such improvements by the municipal engineer is attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the principal, as a condition of approval or acceptance of improvements, hereby furnishes this maintenance bond in the amount of \$ _____ (not to exceed 10 percent of the cost of the improvements as certified by the municipal engineer), written by _____, a surety licensed in the State of New Jersey, guarantying full and faithful compliance with all terms and conditions of the approval. The bond shall continue in effect for a period of one year from the date of approval or acceptance of the said improvements.

This bond shall remain in full force and effect until released by resolution of the municipal governing body. This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until the end of the period for which it is required to be maintained.

2. The aggregate liability of the surety under this bond shall not exceed the sum set forth above.

3. In the event that the improvements subject to this bond exhibit any defects in functioning, materials or quality of work, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to perform the necessary corrective work, claim payment under this bond for the cost of any work required for the proper correction of any such defects in the said improvements. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

4. The surety shall have the right to repair any defects in functioning, materials or quality of work and, to that end, to do such corrective work as may be necessary in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that as an alternative to performing such maintenance or corrective work it may, in its sole discretion, make a monetary settlement with the municipality.

5. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

Date: _____ Witness/Attest Principal _____

_____ Witness/Attest:

Surety _____

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond no. _____

KNOW ALL MEN BY THESE PRESENTS, that we the
undersigned _____ as Principal, and
_____ a Corporation organized
and existing under the laws of the State of _____ and duly authorized to do
business in the State of New Jersey, as Surety, are held and bound
unto _____ as Obligee, in the penal sum of
(\$ _____) for the payment of which well and truly made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and
assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the above named Principal
did on the _____ day of _____ 20____ enter into a contract
with _____ for _____ which contract is made a
part of this bond and the same as though set forth herein.

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

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

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

Signed and sealed this _____ day of _____

ATTEST

Witness

Principal

Witness

Principal

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	<i>RICHARD T. BARRETT PAVING Co. Inc.</i>
Address of Individual or Organization	<i>400 PROSPECT ST. TRENTON, N.J. 08618</i>
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Township of Hopewell is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by Township to notify the Township in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Township permitting the Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	<i>RICHARD T. BARRETT OR.</i>	Title:	<i>ESTIMATOR</i>
Signature:	<i>Richard T. Barrett</i>	Date:	<i>9-13-22</i>

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

☒	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	<i>Eileen BARNETT</i>
Home Address (for Individual) or Business Address	<i>31 SUTTON CT. PENNINGTON, N.J. 08534</i>
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

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

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

Section C – Part III Certification

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

Full Name (Print):	<i>RICHARD T. BARRETT JR.</i>	Title:	<i>ESTIMATOR</i>
Signature:	<i>Richard T. Barrett Jr.</i>	Date:	<i>9-13-22</i>

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

Section A

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

Name of Business Entity	Business Address

Add additional sheets if necessary

OR

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

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



Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

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

Business Address

****Add additional Sheets if necessary****

OR



No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.

Section C – Part IV Certification

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

Full Name
(Print):

RICHARD T. BARRETT JR.

Title:

ESTIMATOR

Signature:

Richard T. Barrett Jr.

Date:

9-13-12

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

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

(2) 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;

(3) 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;

(4) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination

standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

The contractor or subcontractor shall interview the referred minority or women worker.

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

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

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

(6) To keep a complete and accurate record of all requests made for the referral of worker's in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker

ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

A handwritten signature in black ink, appearing to be 'KTB', is located in the lower right quadrant of the page.

INSTRUCTIONS FOR COMPLETING THE INITIAL PROJECT
WORKFORCE REPORT - CONSTRUCTION (AA201)

DO NOT COMPLETE THIS FORM FOR GOODS AND/OR SERVICE CONTRACTS

1. Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.
2. Note: The Division of CC/EEO will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.
3. Enter the prime contractor's name, address and zip code number.
4. Check box if Company is Minority Owned or Woman Owned
5. Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.
6. Enter the name and address of the project, including the county in which the project is located.
7. Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.
8. Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.
9. Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.
10. Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.

This report must be submitted to the Public Agency that awards the contract and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts no later than three (3) days after the contractor signs the contract.

THE CONTRACTOR IS TO RETAIN THE FOURTH AND FINAL COPY
MARKED "CONTRACTOR", SUBMIT THE THIRD COPY MARKED
"PUBLIC AGENCY" TO THE PUBLIC AGENCY AWARDING THE
CONTRACT AND FORWARD THE REMAINING TWO (2) COPIES TO:

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF CONTRACT COMPLIANCE & EQUAL EMPLOYMENT OPPORTUNITY IN
PUBLIC CONTRACTS
P.O.BOX209
TRENTON, NJ 08625-0209
(609) 292-9550

STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

FORMAA-101

Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

READ INSTRUCTIONS ON THE BACK CAREFULLY BEFORE THE COMPLETION AND DISTRIBUTION OF THIS FORM.
PLEASE TYPE OR PRINT IN BLACK OR BLUE INK.

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT							
3. NAME AND ADDRESS OF PRIME CONTRACTOR				CONTRACT NUMBER DATE OF AWARD DOLLAR AMOUNT OF AWARD							
(Name)											
(Street Address)				6. NAME AND ADDRESS OF PROJECT				7. PROJECT NUMBER			
(City) (State) (Zip Code)				COUNTY				8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? ☐ YES ☐ NO			
4. IS THIS COMPANY MINORITY OWNED ☐ OR WOMAN OWNED ☐											
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE-IN DATE	PROJECTED COMPLETION DATE
		MALE		FEMALE		MALE		FEMALE			
		J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER											
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER											
19. OTHER											
20. OTHER											

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name) (Title)

(Area Code) (Telephone Number) (Ext.) (Date)

FORM AA-202
REVISED 1/11

State Of New Jersey
Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

For instructions on completing the form, go to:
http://www.state.nj.us/treasury/contract_compliance/pdf/aa202ins.pdf

3. FID or SS Number	
1. Name and address of Prime Contractor (NAME) (ADDRESS) (CITY) (STATE) (ZIP CODE)	2. Contractor ID Number
4. Reporting Period	
5. Public Agency Awarding Contract	
Date of Award	
6. Name and Location of Project	
County	
7. Project ID Number	

8. CONTRACTOR NAME (PRINT NAME CONTRACTOR WITH RUBEN FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI- FICATION (SEE REVISIONS)	11. NUMBER OF EMPLOYEES						12. TOTAL NO OF WH. EMP.	13. WORK HOURS				14. % OF WORKERS				15. CUM. WORKERS				16. CUM. % OF WH			
				A	B	C	D	E	F		TOTAL WORK HOURS	A. MIN. WH	B. FEMALE WH	% OF MIN. WH	% OFFEMALE WH	A. MIN. HOURS	B. FEMALE HOURS	% OF MIN. HOURS	% OFFEM. HOURS	A. MIN. WH	B. FEMALE WH	% OF MIN. WH	% OFFEM. WH			
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES																	
			J																							
			AP																							
			J																							
			AP																							
			J																							
			AP																							
			J																							
			AP																							
			J																							
			AP																							

17. COMPLETED BY (PRINT OR TYPE)

(NAME)	(SIGNATURE)	(TITLE)
(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)

DEPT. OF LABOR & WORKFORCE DEVELOPMENT CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

New Jersey Business Registration Certification

Pursuant to N.J.S.A. 52:32-44, **The Township of Hopewell** ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

SAMPLE BUSINESS REGISTRATION CERTIFICATE

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION NUMBER:	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	01072	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE TRENTON, NJ 08611	07/14/04	
EXPIRATION DATE:		
01/01/05		
This Certificate is NOT assignable or transferable. It must be continuously displayed at above address.		



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:

200-41014112823533



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: RICHARD T. BARRETT PAVING CO., INC.

Trade Name:

Address: 400 PROSPECT ST.
TRENTON, NJ 08618-4659

Certificate Number: 0079130

Effective Date: February 14, 1991

Date of Issuance: May 31, 2022

For Office Use Only:

20220531093149842



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

For Office Use Only:

20190513095529551



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	ROAD SAFETY SYSTEMS LIMITED LIABILITY COMPANY
Trade Name:	
Address:	12 PARK DRIVE SHAMONG, NJ 08088
Certificate Number:	1346723
Effective Date:	August 09, 2007
Date of Issuance:	February 03, 2016

For Office Use Only:
20160203102148697

Americans with Disabilities Act of 1990

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "ACT") (42 U.S.C.~ §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any act benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER must any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its OWN expense.

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

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

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

Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Business Name (Print): RICHARD T. BARNETT PAVING Co. Inc.

Representative's Name (Print): RICHARD T. BARNETT JR.

Representative's Title: ESTIMATOR

Representative's Signature: Richard T. Barnett Jr.

Phone: 609-882-2236 Date: 9-13-22

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns, controls, has proof of lease, rental of all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: RICHARD T. BARRETT PAVING Co. Inc.

By: Richard T. Barrett Jr.
(Signature)

Name of above: RICHARD T. BARRETT JR.
(Print)

Title: ESTIMATOR

Date: 9-13-12

RICHARD T. BARRETT



PAVING COMPANY, INC.

400 Prospect Street
Trenton, NJ 08618-2630
Phone: (609) 882-2236 Fax: (609) 396-0572
www.rtbarrttopaving.com

BLACK TOP
TARS
ROAD OILS
TRAP ROCK
GRAVEL
DRIVEWAYS
PARKING AREAS
GAS STATIONS
ROADS
EXCAVATING
GRADING
SEAL COATING

EQUIPMENT

2017 Caterpillar AP1055F PAVER
2010 Wirtgen W210 Large Milling Machine
2019 Caterpillar 262 D Caterpillar Skid Steer Loader
CAT IT28G Wheel Loader
2020 Econo Top Soil Screener
2016 Leeboy 1000 G Paver
Hitachi ZX136US-3 Excavator
2016 Caterpillar CB24B Roller
Lite Track 50-30 Tracked Crusher
2016 Kubota SSV75HFC Skid Steer with Bucket
2015 Leeboy 1000 G Paver
2015 Atlas CC900G Vibratory Roller
2012 Caterpillar 420FIT Backhoe
2011 Volvo DD118HF Roller
2011 Caterpillar 420EIT
2008 Roadtec RD500-4 Milling Machine
2010 Leeboy 5000 Pathmaster Paver
2010 Caterpillar CB34 Roller
2009 Caterpillar AP1055 Paver
2009 Caterpillar 262C Skid Steer
2005 Caterpillar CB224 Roller
1984 Caterpillar 936 Front End Loader
1998 Ingersoll Rand DD90 Roller
2002 Caterpillar AP650 Paver
1989 Caterpillar D4H Dozer

RICHARD T. BARRETT



PAVING COMPANY, INC.

400 Prospect Street
Trenton, NJ 08618-2630
Phone: (609) 882-2236 Fax: (609) 396-0572
www.rtbarrettpaving.com

	VEHICLES
BLACK TOP	
TARS	
ROAD OILS	2013 Peterbilt 365 2007 Volvo VHD 2003 Mack 600 RD600
TRAP ROCK	2002 Freightliner FL70 Med Conversion 2006 Volvo VHD
GRAVEL	2003 Mack 600 RD600 1999 Mack 600 CH600 1994 Mach 600 RD600
DRIVEWAYS	2006 Hino 338 1986 Ford F800 2008 Ford F550 Super Duty 2008 Ford F550 Super Duty
PARKING AREAS	2006 Ford F450 2002 Ford F450 2004 Ford F250 Super Duty 2006 Chevrolet K2500 Silverado 2006 GMC Sierra K2500
GAS STATIONS	2003 Ford F750 Super Duty 2004 Chevrolet C1500 Silverado 1995 Ford CF8000 Cargo LT Various Trailers
ROADS	
EXCAVATING	
GRADING	
SEAL COATING	

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY:

§

COUNTY OF MERCER

I, RICHARD T. BARRETT JR. of the business known as RICHARD T. BARRETT PAVING CO. INC. in the County of MERCER and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am the owner and/or officer of the Bidder making the Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said Bidder at the time of making this Bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Township of Hopewell relies on the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the maker of this Bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and/or during the life of the Contract, including Guarantee period, the Township of Hopewell shall be immediately notified by the signatory of this Affidavit.

RICHARD T. BARRETT PAVING CO. INC.
406 PROSPECT ST. TRENTON, N.J. 08618
(Insert Name and Address of Contractor)

RICHARD T. BARRETT JR. - ESTIMATOR Richard T. Barrett Jr.
(Insert Name and Title of Affiant)

Subscribed and sworn before me this 7 day of September, 2018. 2022

Alicia Corio
(Notary Public)

My commission expires: _____

ALICIA L. CORIO
A Notary Public of New Jersey
My Commission Expires 2/2/2027

N.J.A.C. 12:60-9 App.

N.J.A.C. 12:60-9 App.

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a contract for public work for a project described as:

[Enter project description here

]

STATE OF NEW JERSEY

DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT

DIVISION OF WAGE & HOUR COMPLIANCE

Certification of Lowest Bidder

RICHARD T. BARRETT JR., of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named RICHARD T. BARRETT PAVING Co. Inc., which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number 615531.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOLE) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOLE rules, N.J.A.C. 12:60..

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: 9-13-22 Signature: Richard T. Barrett Jr.

Title: ESTIMATOR

Certificate Number
615531

Registration Date: 03/08/2022
Expiration Date: 03/07/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

Richard T. Barrett Paving Co. Inc.
2022

Responsible Representative(s):
Eileen Barrett, President

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

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

NON TRANSFERABLE

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

Certificate Number
653443

Registration Date: 09/28/2020
Expiration Date: 09/27/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Andrew Altobelli, President

Straight Edge Striping

A handwritten signature in cursive script, reading "Robt Asaro-Angelo".

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

NON TRANSFERABLE

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

Certificate Number
658851

Registration Date: 07/31/2022
Expiration Date: 07/30/2024



State of New Jersey

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

Public Works Contractor Registration Act

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

ROAD SAFETY SYSTEMS, LLC

Responsible Representative(s):
John Flemming, President



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

NON TRANSFERABLE

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

TOWNSHIP OF HOPEWELL
Disclosure of Investment Activities in Iran

Bidder Name:

RICHARD T. BARNETT PAVING CO. INC.

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING **EITHER BOX.**

Pursuant to Public Law 2021, c. 4, 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's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at 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 may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2021, c. 4, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2021, c. 4 ("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 or more 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 sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN

IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Hopewell is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Hopewell to notify the Township of Hopewell in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township Of Hopewell and that the Township of Hopewell at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): RICHARD T. BARRETT JR. Title: ESTIMATOR

Signature: Richard T. Barrett Jr. Date: 9-13-22

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

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

Bidder/Officer: RICHARD T. BARRETT TRADING CO. INC

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

AND

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

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

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

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

Name: _____

Relationship to
Bidder/Officer: _____

Description of
Activities: _____

Duration of Engagement:	_____	Anticipated Cessation Date:	_____
Bidder/Offeror Contact Name:	_____	Contact Phone Number:	_____

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

Full Name
(Print): RICHARD T. BARRETT JR.

Signature: 

Title: ESTIMATOR

Date: 9-13-22



State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>
Telephone (609) 292-4886 / Facsimile (609) 984-2575

MAURICE A. GRITTIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

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

List Date: January 10, 2022

Experience & Qualifications Questionnaire

This questionnaire must be filled out and submitted as a part of the Proposal. Failure to complete this form or to provide any of the requested information will be grounds for the rejection of the bid proposal. If additional space is required, the respondent shall add additional sheets, which identify the question being answered.

Number of years in business under present name & address: 32 YEARS

If less than 5 years, list previous names and address:

/

Within the last 5 years has the business or any officer/partner failed to complete a contract awarded to them: If yes, provide the details in on a separate page. No

Have any liens and lawsuits been filed against the company in the past 5 years: No

If yes, please provide details:

/

List similar services you are now providing for which you have signed contract, but not yet started work:

- ① CLINTON AVE - CITY OF TRENTON
- ② TWP. OF CINNAMOUSSET - CONCESSION STAND PARKING

List all major subcontractors to be used to complete the service and the area of their responsibility:

- ① STRAIGHT EDGE STRIPING - STRIPING & SIGNAGE
- ② ROAD SAFETY SYSTEMS - GUIDE RAILS

Experience & Qualifications Questionnaire

Please provide at least 3 references below:

Name: TWP. OF BURLINGTON Phone: 609-239-5836
Address: 851 Old York Rd Burlington Twp, N.J. (Scott Hatfield)
Equipment/Service Provided: MILL + PAVE ELBOW LANE
Contract Amount: \$ 397,513.00

Name: TWP. OF LAWRENCE Phone: 609-844-7087
Address: 2207 LAWRENCE RD LAWRENCEVILLE, N.J. (Jim Parvesse)
Equipment/Service Provided: 2020 ROAD PROGRAM
Contract Amount: \$ 323,338.00

Name: ROBINSON VERNICK ENG. Phone: 856-303-1245
Address: 101 Rt 130 Cinnaminson, N.J. (Wendell Bibbs)
Equipment/Service Provided: SCENIC DR (ERWIN TWP) MILL + PAVE
Contract Amount: \$ 432,223.00

Experience & Qualifications Questionnaire

Name: MASER CONSULTING

Phone: 856-797-0412

Address: 2000 MIDLAND DR. MT LAUREL N.J. (BRUCE BRADFORD

Equipment/Service Provided: 2019 FLORENCE ROAD PROGRAM

Contract Amount: \$ 215,820.00

Non-Collusion Affidavit

STATE OF NEW JERSEY

TOWNSHIP OF HOPEWELL:

I certify that I am

RICHARD T. BARRETT JR.

of the firm of

RICHARD T. BARRETT PAVING CO. INC.

the Respondent making this Proposal for the bid or proposal for the above named project, 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 this affidavit are true, correct, and made with full knowledge that the **Township of Hopewell** relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project.

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

Signature of Representative:

RICHARD T. BARRETT JR.

Subscribed and sworn to before me this 7 day of September, 2022

Print Name of Affiant:

RICHARD T. BARRETT JR.

Notary Public of

Alicia Corio

My commission expires

ALICIA L. CORIO
A Notary Public of New Jersey
My Commission Expires 2/2/2027

This form MUST be completed, notarized and submitted with the bid document

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received \$50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions, please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials RTB

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: 22-18VENDOR (BIDDER): RICHARD T. BARRETT PAVING CO. INC

ALL PARTIES ENTERING INTO A CONTRACT ARE REQUIRED TO PROVIDE THE
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.
PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS
NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited
liability companies owning a 10% or greater interest in the Vendor {Bidder}?

YES ☒NO ☐

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the
corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own
a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or
greater interest therein.

NAME	<u>EILEEN BARRETT</u>		
ADDRESS 1	<u>31 SUTTON CT.</u>		
ADDRESS 2			
CITY	<u>PENNINGTON</u>	STATE	<u>N.J.</u>
		ZIP	<u>08534</u>

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

Attach Additional Sheets If Necessary.

PART 2

YES ☐

NO ☒

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: _____

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

PART 3

As an alternative to completing this form, a Vendor {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.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the BOROUGH is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the BOROUGH to notify the BOROUGH in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the **BOROUGH** permitting the BOROUGH to declare any contract(s) resulting from this certification void and unenforceable.


Signature (Do not enter Vendor ID as a signature)
RICHARD T. BARRETTO JR. - ESTIMATOR
Print Name and Title
22-3082409
FEIN/SSN

Date

9-13-22

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

Pursuant to General Conditions Terms and Conditions, any bidder intending to subcontract must also complete the Subcontractor Utilization Plan (Plan). Bidders are instructed to list *all* proposed subcontractors on the *Plan*. A bidder intending to subcontract must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

. All bidders must complete the Notice of Intent to Subcontract form. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

REQUIRED SUBMISSION

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

Solicitation Number: <u>22-18</u>	Solicitation Title: <u>HARBOURTON-ROCKTOWN- ROAD IMPROVEMENTS</u>
Bidder's Name and Address: Name <u>RICHARD T. BARRETT PAVING CO. INC.</u> Address <u>400 PROSPECT ST.</u> City <u>TRENTON</u> State <u>N.J.</u> Zip Code <u>08618</u>	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☒ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the contract to engage subcontractors to provide certain goods and/or services, pursuant to the General Conditions section of this procurement, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

<u>Eileen Barrett</u>	<u>PRESIDENT</u>	<u>9-7-22</u>
(Signature)	(Title)	(Date)

REQUIRED SUBMISSION IF BIDDER INTENDS TO SUBCONTRACT

SUBCONTRACTOR UTILIZATION PLAN (REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)	Solicitation No.: <u>22-18</u>
NOTE: If utilizing subcontractors, failure to submit the properly completed form will be sufficient cause for rejection of the bid as non-responsive.	Solicitation Title: <u>HARBOR TON - ROCK TOWN ROAD IMPROVEMENTS</u>
Bidder's Name and Address: <u>RICHARD T. BARRETT PAVING CO INC</u> <u>400 PROSPECT ST</u> <u>TRENTON, N.J. 08618</u>	Bidder's Telephone No.: <u>609-982-2236</u> Bidder's Contact Person: <u>RICK BARRETT</u>

INSTRUCTIONS: List all businesses to be used as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
<u>STRAIGHT EDGE STRIPING</u> <u>201 WILTON AVE</u> <u>MIDDLESBX N.J. 08846</u> <u>732-302-3001</u>	<u>STRIPING &</u> <u>SIGNAGE</u> <u>ID 20-3662885</u>	<u>\$8,000 - \$9,000.00</u>
<u>ROAD SAFETY SYSTEMS</u> <u>12 PARK DR</u> <u>SHAMONG N.J. 08088</u> <u>609-801-9332</u>	<u>GUIDERAILS</u> <u>ID#</u>	<u>\$6,000 - \$7,000</u>

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

Richard Barrett
(Signature)

Pres
(Title)

9/7/2022
(Date)

NOTICE OF AWARD

TO: _____

PROJECT Description: _____

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 and furnish the required Contractor's Certificate of Insurance, Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds 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 _____

NOTICE TO PROCEED

TO: _____ Date: _____
_____ Project: _____

You are hereby notified to commence work in accordance with the Agreement on or before_____, 20____, and you are to complete the WORK within 30 consecutive calendar days thereafter. The date of completion of all WORK is therefore;_____, 20_____.

Owner
By _____
Title_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by

this the _____ day

of _____, 20 ____

By _____

Title _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____
between

The Township of Hopewell
201 Washington Crossing-Pennington Road
Titusville, New Jersey 08560

Hereinafter called the Party of the First Part,
and

Hereinafter called the Party of the Second Part

WITNESSETH:

THAT the said Party of the Second Part, for and in consideration of the payment hereinafter specified and agreed to be made by the Party of the First Part, hereby covenants and agrees as follows:

1. To furnish to the Party of the First Part in strict accordance with its Bid Proposal and Specifications for _____.

2. That the said Party of the Second Part shall make payment of all proper charges for labor and material required in the aforementioned supplies and/or installations and shall indemnify and save harmless the Party of the First Part, its officers, agents, or servants and each and every one of them, against and from all suits and from all damages to which the said Party of the First Part, or any of its officers, agents, or servants may be put to by reason of injury to the person or property of others, resulting from carelessness in the performance of said installations and/or delivery of said supplies, or through any improper or defective machinery, implement or appliance used by the said Party of the Second Part in the aforementioned installations and/or supplies, or through any act or omission on the part of the Party of the Second Part, its agents or servants.

3. And the Party of the Second Part covenants and agrees in the performance of this contract to comply with the requirements and provisions of all the Laws of the State of New Jersey pertaining thereto and particularly to the provisions of 2A:44-143 to 147, and N.J.S.A. 10:2-1 et seq. and the amendments and supplements thereto, if applicable, and the amendments and supplements thereto, if applicable, and if the provisions thereof are not complied with, this contract shall be voidable at the instance of the Party of the First Part.

4. Party of the First Part shall make payment for the work performed and/or quantity received upon the unit prices and in accordance with any payment schedule set forth in the specifications. It is further understood that the said unit prices are the flat net prices after tax and all allowances have been deducted.

5. The said Party of the First Part reserves the right to order a greater or less quantity, not to exceed twenty percent of any or all of the supplies and/or installations named in the said offer or proposal than is stated therein, and it is distinctly agreed between the said parties that the price quoted in the offer or proposal of the Party of the Second Part shall be regarded as a standard of prices, and the total sum mentioned herein as the consideration of this contract shall not be regarded as limiting the right of the said Party of the First Part to order such greater or lesser quantity.

6. The specifications, instructions and proposal of the Township of Hopewell are made a part of this agreement as though fully set forth hereto. In case of any conflict between the provisions of this agreement and any of the provisions of the specifications, the latter shall govern and control.

7. The Party of the First Part, in consideration of the premises hereby covenants and agrees with the said Party of the Second Part to pay the said Party of the Second Part the sum mentioned in this agreement for said supplies, work, and/or installations upon the full performance of all the terms of this agreement or in the manner and at the times set forth in all of the specifications, instructions and proposal. Said amount being \$_____.

8. It is further understood and agreed that the acceptance of the final payment by the Party of the Second Part shall be considered as a release in full of all claims against the Party of the First Part out of or by reason of the work done and materials furnished under this agreement.

9. The said Party of the Second Part agrees not to assign or sublet any part of this contract without the consent of the said Party of the First Part which shall be given in writing and any breach of this covenant shall authorize the Party of the First Part, by its said agent, to declare this contract null and void and to refuse to make any further payment thereunder to the said Party of the Second Part.

10. The Party of the Second Part will pay prevailing wage rates as determined by the State of New Jersey Department of Labor and Industry pursuant to N.J.S.A. 34:11-56.25 et seq. when said contract is for work defined in N.J.S.A. 34:11-56.26 et seq. Copies of said wage rates are on file in the Office of the Municipal Clerk, 201 Washington Crossing-Pennington Road, Titusville, New Jersey 08560.

11. During the performance of this agreement, the Party of the Second Part agrees to comply with Affirmative Action Regulations issued pursuant to P.L. 1975, c. 127 as set forth in the specifications.

12. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, gender identity or expression, disability, nationality 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 officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the 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 pre-scribed 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 the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regard-less 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 con-tractor 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 pre-scribed 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 referring minority and women workers consistent with the applicable employment goal.

(B). If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor 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 experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship pro-gram 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 bar-baining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27

13. N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbqs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on the contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

1). The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;

2). Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

3). During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

IN WITNESS WHEREOF, the Party of the First Part has caused these presents to be signed by the Mayor of the Township, attested by its Clerk and its corporate seal hereunto affixed; and the Party of the Second Part has caused these presents to be signed by its President and attested by its Secretary, and its corporate seal hereunto affixed, the day and year first above written.

Attest:

THE TOWNSHIP OF HOPEWELL

Laurie Gompf, Clerk

By: _____
Courtney Peters-Manning, Mayor

Attest:

(Company Name)

(Signature)

(Print Name)

By:

(Signature)

(Print Name and Title)

SERVICES OF NOTICES

All notices required to be given hereunder shall be mailed or delivered in the case of the Owner to: _____

and in the case of the Contractor to 400 PROSPECT ST.
TRENTON, N.J. 08618

CONTRACTOR'S AFFIDAVIT

STATE OF _____

SS:

COUNTY OF _____

Before me, the undersigned, _____
(Notary Public)

In the foresaid County and State personally appeared _____
_____ Individual, Partner or duly
authorized representative of Corporate Contractor) and says that all labor, material and outstanding
claims and indebtedness of whatever nature arising out of the performance of the Contract as
required in the General Provisions of the Owner with _____
(Contractor)

have been paid in full, and that prevailing wages have been paid as required in the General
Provisions.

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

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

State of _____

County of _____

On this _____ day of _____, 20____, before me personally came and
appeared _____ to me known, who, being by me duly sworn did
depose and say that he resides at _____
_____; that he is the _____ of
_____, the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument
is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his
name thereto by like order.

_____(SEAL)

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP)

State of _____

County of _____

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

_____(SEAL)

(ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL)

State of _____

County of _____

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

_____(SEAL)

CONTRACTOR'S RELEASE

KNOWN ALL MEN BY THESE PRESENTS THAT:

(Contractor)

of _____ County and State of _____, hereinafter referred to as "Contractor", does hereby acknowledge that he has received this day of and from the Township of Hopewell the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to said Contractor by means whatsoever, for on account of a certain agreement hereinafter called the Contractor, between the Township of Hopewell and said Contractor, dated _____.

NOW, THEREFORE, said Contractor (for myself, my heirs, executors and administrators) (for itself, its successors and assigns) does by these presents remise, release, quit-claim and forever discharge the Township of Hopewell, its successors and assigns, of and from all claims and demands arising from or in connection with said Contract dated _____.

IN WITNESS WHEREOF, _____

(Contractor)

has caused these presents to be duly executed this _____ day of

_____, 20____.

Signed, sealed and delivered in the presence of:

_____(SEAL)
(Individual)

_____(SEAL)
(Partnership Contractor)

By: _____(SEAL)
(Partner)

ATTEST:

_____(SEAL)

(Secretary)

By: _____(SEAL)
(President or Vice President)

(Corporate Seal)