

COPY



**CITY OF HACKENSACK
BERGEN COUNTY
NEW JERSEY**

**EMERGENCY STORM AND SANITARY
SEWER REPAIRS
WITHIN THE
CITY OF HACKENSACK
BID PACKET**

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS

WITHIN THE CITY OF HACKENSACK

Date Packet Available: Friday, April 24, 2015

Bid Due By: Thursday, May 7, 2015 at 10:00 A.M.

Bid Submitted By: J. Fletcher Creamer & Son, Inc.

CITY OF HACKENSACK

65 CENTRAL AVENUE

P.O. BOX 608

HACKENSACK, NJ 07601

TEL (201)646-3936 FAX (201)646-3933

SHIP TO	PROJECT MGR. C/O DEPARTMENT OF PUBLIC WORKS 120 E. BROADWAY HACKENSACK NJ 07601
	VENDOR #: CRE02 CREAMER, J. FLETCHER & SON INC 101 EAST BROADWAY HACKENSACK, NJ 07601-6846 Phone: (201)488-9800 Fax: (201)488-2901

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	15-02402

ORDER DATE: 06/11/15
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

PAYMENT RECORD
CHECK NO.
DATE PAID

NOTICE: TAX ID #22-6001843 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	EMER STORM/SANI SEWER REPAIRS AWARD OF CONTRACT EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN CITY. CITY COUNCIL MEETING JUNE 9, 2015 RESOLUTION 214-15	5-01-26-311-311-204 SEWER-SPEC OUTSIDE SVCS/EMERG	95,487.1600	95,487.16
			TOTAL	95,487.16

FINANCE

Mayor and Members of the City Council

A33-2015

AFFIDAVIT

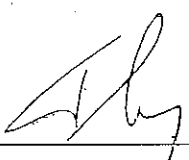
In accordance with N.J.S.A. 52:27BB-10 and 40A: 4-57. I do hereby certify that funds are available and the attached resolution can be adopted.

PURPOSE: Emergency Storm and Sanitary Sewer
Repairs within the City of
Hackensack

VENDOR: J. Fletcher Creamer & Sons.
101 East Broadway
Hackensack, NJ 07601

ACCOUNT: 5-01-26-311-311-204

NOT TO EXCEED: \$95,487.16


James A. Mangin, CFO / QPA

June 9, 2015

Council Member	Intro	Second	Yes	No	Abstain	Absent	Excused
Battaglia			X				
Deputy Mayor Canestrino		X	X				
Sims	X		X				
Some			X				
Mayor Labrosse			X				

CITY OF HACKENSACK

RESOLUTION NO. 214-15

**RESOLUTION AUTHORIZING AWARD OF CONTRACT FOR
EMERGENCY STORM AND SANITARY SEWER REPAIRS**

WHEREAS, the City of Hackensack advertised and received bids for Emergency Storm and Sanitary Sewer Repairs within the City of Hackensack; and

WHEREAS; bids were received and opened on May 7, 2015; and

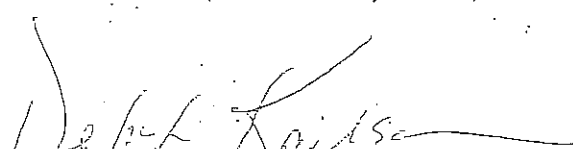
WHEREAS, the Mayor and Council of the City of Hackensack wish to award this contract to the lowest responsible bidder.

NOW THEREFORE; BE IT RESOLVED by the Mayor and Council of the City of Hackensack, County of Bergen, as follows:

1. J. Fletcher Creamer and Sons of 101 East Broadway, Hackensack, NJ 07601 is hereby awarded a contract in the amount not to exceed \$95,487.16 for Emergency Storm and Sanitary Sewer Repairs within the City of Hackensack in accordance with the specifications advertised thereof.
2. A Certification of Funds has been prepared and authorized by the Chief Financial Officer for the said contract assuring that there is a sufficient appropriation to fund the purchases authorized in this resolution as an express and mandatory condition of the award of this contract.
3. The City Manager is hereby authorized to sign the contract documents necessary to effectuate the award of this contract. The City Attorney shall review any and all contractual documents prepared in furtherance of this award.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK**

HELD ON JUNE 9, 2015,


DEBORAH KARLSSON, CITY CLERK

CITY OF HACKENSACK



EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF HACKENSACK

Contract Term:

2 Years

Opening Date: Thursday, May 7, 2015

Time: 10:00 A.M.

Location: City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, NJ 07601

Submission Deadline Date: Thursday, May 7, 2015

Submission Deadline Time: 10:00 A.M.

Address all Bids to: Deborah Karlsson, City Clerk
City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, NJ 07601

Inquiries May be Directed to: James A. Mangin, CFO/QPA
City of Hackensack
65 Central Avenue, 2nd Floor
Hackensack, NJ 07601
Tel: (201) 646-3935
Fax: (201) 646-3933

CITY OF HACKENSACK

BID FORM

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

PLEASE PLACE ON TOP OF BID PACKAGE WHEN SUBMITTING BID PROPOSAL FORM

BID DATE: THURSDAY, MAY 7, 2015

TIME: 10:00 A.M.

We have read and agree to the attached specifications and propose to furnish "EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF HACKENSACK" at the prices set forth on pages:

Respectfully submitted:

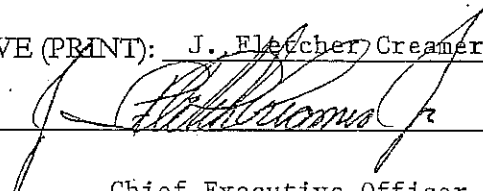
NAME OF COMPANY: J. Fletcher Creamer & Son, Inc.

ADDRESS: 101 E. Broadway

CITY/STATE/ZIP CODE: Hackensack, NJ 07601

EMAIL ADDRESS: vvalentini@jfcson.com

REPRESENTATIVE (PRINT): J. Fletcher Creamer, Jr.

SIGNATURE: 

TITLE: Chief Executive Officer

TELEPHONE: 201-488-9800 FAX: 201-488-0587

DATE: May 7, 2015

CONTACT PERSON - Mr. Vince Valentini

STATE OF INCORPORATION - New Jersey



COPY



J. FLETCHER CREAMER & SON, INC.

CONTRACTORS

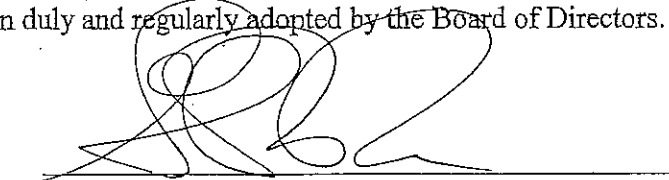
101 EAST BROADWAY • HACKENSACK, NEW JERSEY 07601-6846 • (201) 488-9800 • FAX (201) 488-2901
www.jfcsn.com • (800) 327-8276

May 7, 2015

The Board of Directors, of J. Fletcher Creamer & Son, Inc., having met at a special meeting on January 5, 2015, and all Directors being in attendance at the meeting, the following resolution was unanimously adopted:

BE IT RESOLVED that J. Fletcher Creamer, Jr., Chief Executive Officer, Joseph T. Walsh, President, Glenn L. Creamer, Executive Vice President, Dale A. Creamer, Executive Vice President and Andrew C. Wood, Vice President of this Corporation have been authorized for and on behalf of and in the name of this Corporation to sign and submit all Bid and Contract documents on behalf of J. Fletcher Creamer & Son, Inc.

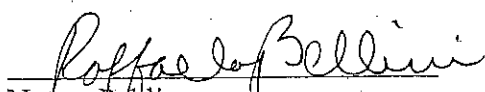
I, Glenn M. Rocca, Corporate Secretary of **J. FLETCHER CREAMER & SON, INC.** hereby certify that the foregoing resolution has been duly and regularly adopted by the Board of Directors.


Glenn M. Rocca, Corporate Secretary

Corporate Seal

Sworn to me this 7th day of

May 2015


Notary Public

RAFFAELA BELLINI
Notary Public of New Jersey
ID # 2292025

My Commission Expires Sept. 20, 2017

AN EQUAL OPPORTUNITY EMPLOYER

CITY OF HACKENSACK

BID FORM

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

PLEASE PLACE ON TOP OF BID PACKAGE WHEN SUBMITTING BID PROPOSAL FORM

Vendor Name: J. Fletcher Creamer & Son, Inc.

In compliance with your invitation for bids dated THURSDAY, MAY 07, 2015 the undersigned hereby declares that he proposes to furnish all labor, equipment, and material and to complete all work promptly and as specified and delineated in the plans and specifications for the price per unit of measure for each item of work in the "Schedule of Prices" following:

SCHEDULE OF PRICES:

Item 1:

Back Hoe:

Crawler mounted back-hoe excavator with minimum of $\frac{3}{4}$ cubic yard bucket, including operator:

One Dollars and Zero Cents per hour

(\$ 1.00 per hour)

Item 2:

Back-Hoe Loader:

Rubber tired machine having $3/8-1/2$ cubic yard bucket, with minimum of one (1) cubic yard capacity. Proposed rental unit price shall include the machine operator.

One Hundred Twenty Dollars and Zero Cents per hour

(\$ 120.00 per hour)

Item 3:

Truck (Dump Truck):

Truck, dump body, diesel or gasoline powered body, with minimum of two (2) cubic yard capacity, including driver.

Seventy Two Dollars and Zero Cents per hour

(\$ 72.00 per hour)

CITY OF HACKENSACK

BID FORM

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

PLEASE PLACE ON TOP OF BID PACKAGE WHEN SUBMITTING BID PROPOSAL FORM

Vendor Name: J. Fletcher Creamer & Son, Inc.

Item 4:

Air Compressor:

Portable air compressor having a minimum delivery capacity of 185 c.f.m. Rental of an air compressor shall include the associated air hammers and/or compactors as may be required to perform.

Fifteen Dollars and Zero Cents per hour

(\$ 15.00 per hour)

Item 5:

Pumps:

Pumps shall be of the censorial type, gasoline powered with suction side sizes of 2 inch, 3 inch, 4 inch, or 6 inch diameter. Pump rental shall include all suction and discharge hose and fittings as may be required for that specific project the pump is being used on.

a) Two Inch:

Zero Dollars and One Cents per hour

(\$ 0.01 per hour)

b) Three Inch:

Zero Dollars and One Cents per hour

(\$ 0.01 per hour)

c) Four Inch:

Zero Dollars and One Cents per hour

(\$ 0.01 per hour)

d) Six Inch:

Zero Dollars and One Cents per hour

(\$ 0.01 per hour)

CITY OF HACKENSACK

BID FORM

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

PLEASE PLACE ON TOP OF BID PACKAGE WHEN SUBMITTING BID PROPOSAL FORM

Vendor Name: J. Fletcher Creamer & Son, Inc.

Item 6:

Labor:

Contractor agrees to furnish labor conforming to Section 6 of the Specifications and in accordance with the provisions of said Section 6 of the Specifications at a rate of:

Sixty Dollars and Zero Cents per hour

(\$ 60.00 per hour)

Item 7:

Supervision:

Contractor agrees to furnish a project supervisor as specified in Section 7 of the Specifications, at the hourly rate of:

Zero Dollars and One Cents per hour

(\$ 0.01 per hour)

Item 8:

Materials:

Contractor proposes to furnish and deliver to the job site any and all materials as may be required for a specific project. Said materials shall be charged to the City of Hackensack at the following rate:

Cost to Contractor (confirmed by invoice) plus Five percent (5.00 %)

Item 9:

Additional Equipment:

Contractor proposes to furnish additional equipment to the job site, as directed and agreed to by the City of Hackensack as may be required for a specific project. Said equipment shall be charged to the City of Hackensack at the following rate:

Cost to contractor (confirmed by invoice or the Rental Rate Blue Book):

Plus One percent (1.00 %) for overhead and profit

CITY OF HACKENSACK

BID FORM

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

PLEASE PLACE ON TOP OF BID PACKAGE WHEN SUBMITTING BID PROPOSAL FORM

Vendor Name: J. Fletcher Creamer & Son, Inc.

Item 10:

Recycled Concrete Aggregate ("RCA"):

Contractor proposes to furnish and deliver to the job site any and all materials as may be required for specific project. Said materials shall be charged to the City of Hackensack at the following rate:

Cost \$ 300.00 per ton

Item 11:

Asphalt Patching "FABC":

Contractor proposes to furnish and deliver to the job site any and all materials as may be required for a specific project. Said materials shall be charged to the City of Hackensack at the following rate:

Cost \$ 300.00 per ton

Item 12:

Sheeting (By the Board Feet "BF"):

Contractor proposes to furnish and deliver to the job site any and all materials as may be required for a specific project. Said materials shall be charged to the City of Hackensack at the following rate:

Cost \$ 25.00 per ton

TOTAL ITEMS 1-12 IN WORDS AND FIGURES

Ninety Five Thousand; Four Hundred Eighty Seven DOLLARS and sixteen cents

\$ 95,487.16

NOTE: ALL CORRECTIONS, WHITE-OUTS, DELETIONS STRIKING OF TYPE, OR OTHER FORMS OF ALTERATIONS OR THE APPEARANCE OF ALTERATIONS TO UNIT/AND OR TOTAL PRICES MUST BE INITIALED IN INK BY THE VENDOR.

NOTICE TO BIDDERS

City of Hackensack

Sealed bids will be received by the City of Hackensack, City Clerk's Office, 65 Central Avenue, 3rd floor, Hackensack, New Jersey, 07601 Thursday, May 7, 2015 at 10:00 A.M. prevailing time, then publicly opened and read aloud for:

EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF HACKENSACK

Specifications for the above may be obtained at the Office of the City Clerk, 65 Central Avenue, Hackensack, New Jersey between the hours of 9:00 A.M. and 4:00 P.M., prevailing time, Monday through Friday, excluding legal holidays. The City of Hackensack WILL NOT mail bid specifications. All specifications shall be obtained in person.

Triplicate copies of bids shall be placed in a sealed envelope and the envelope shall be clearly marked:
(1 stamped "ORIGINAL" & 2 stamped "COPY")

"EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF HACKENSACK"

Bidders are required to comply with requirements of P.L. 1975, c 127. Copy of Contractors Registration Certificate or a copy of application of such Certificate must be presented with submitted bid, if not, bid will be rejected.

Bidder must include Business Registration Certificate with submitted bid.

Bidder must include in bid package:

- 1) Certificate of Employee Information Report
- 2) Letter of Federal Approval, or
- 3) Complete Form AA 302

The City of Hackensack requires Public Works contractors and subcontractors to comply with recent legislation, PL 1999, C238 "The Public Works Contactor Registration Act", by submitting their Certificate (or their application of said Certificate, if a Certificate has not yet been issued), the City of Hackensack requires a copy of the contractor's application for certificate.

The City of Hackensack reserves the right to reject any and all bids, and to accept the one that is in its judgment, will be in the best interest of the City of Hackensack.

Bidder shall submit bid with a Consent of Surety and a certified check, cashier's check, or bid bond, in the amount of not less than ten (10%) percent of the amount bid, not to exceed \$20,000.00 made payable to the City of Hackensack. Such bid guarantee shall be refunded to all but bottom three apparent lowest responsible bidders and will be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids. Within 3 days after the awarding and signing of the contract and the approval of the contractor's performance and payment bond, the bid security of the remaining unsuccessful bidders will be returned.

City of Hackensack

James A. Mangin, CFO/QPA

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS

WITHIN THE CITY OF HACKENSACK

INSTRUCTIONS TO BIDDERS

DEFINED TERMS:

Capitalized terms used in Bid Documents have the meanings assigned herein as set forth below.

Terms used in the Bid Documents have both singular and plural meanings.

ADDENDA: shall mean a written or graphic instrument issued by the Contractor before execution of the construction contract that modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections.

BID: shall mean the completed and executed Specification Bid Form, enclosed Bid Security and any and all other information required in Instruction to Bidders.

BID DOCUMENTS: shall mean the Invitation to Bid, Instruction to Bidders, Bid form, Specifications, and Addenda if issued.

BID OPENING: shall mean the location, date, and time set forth in the Invitation to Bid.

CITY: shall mean the City of Hackensack, in the County of Bergen, New Jersey.

CITY CLERK: shall mean Deborah Karlsson, City Clerk, Hackensack City Hall, 65 Central Avenue, 3rd Floor, Hackensack, New Jersey, 07601.

BIDDER: shall mean one who submits the bid.

CONTRACT: shall mean the contract or authorizing purchase order consistent with the bid documents.

CONTRACTOR: shall mean the successful Bidder with whom the City of Hackensack enters into Contract.

DAY: shall mean a calendar day irrespective of a holiday.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS

WITHIN THE CITY OF HACKENSACK

INSTRUCTIONS TO BIDDERS

1) TERM OF THE CONTRACT:

- The term of the contract shall be for a 2 year period.

2) The Bid.

Bidder shall complete and execute the Specification Bid Form, the Statement of Corporate Ownership, Affirmative Action Language, Non-Collusion Affidavit, Prevailing Wage Compliance Declaration, and Bid Security, and other information as identified in the project bid specifications. Together these documents shall constitute a Bid.

3) Sealed bids shall be received by the City of Hackensack in accordance with the Public Advertisement as required by law, a copy of said notice being attached hereto and made part of specifications.

4) The bidder certifies that the bid prices quoted are not submitted as a result of collusion with any other bidder.

5) Triplicate copies shall be submitted to the City Clerk in a sealed envelope:
Only the "ORIGINAL" will be evaluated to determine compliance.
(1 stamped "ORIGINAL" & 2 stamped "COPY")

Addressed: Deborah Karlsson, City Clerk
Location: City of Hackensack
65 Central Avenue, 3rd Floor
Hackensack, NJ 07601

Date: Thursday, May 7, 2015
Time: 10:00 A.M.

- Bearing the name and address of the Bidder written on the face of the envelope.
- The envelope shall clearly be marked Bid:

"EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE
CITY OF HACKENSACK"

6) BIDS FORWARDED THROUGH THE MAIL:

The City of Hackensack will not assume responsibility for bids mailed in. Mailed bids shall be by "Certified Mail" and addressed to the attention of the "City Clerk" with the item clearly marked in the lower left hand corner of the envelope. It is the individual's responsibility to see that bids are presented to the City Clerk on the hour and at the place

designated. The City WILL NOT be responsible for bids not arriving on time or misdirected.

7) BID FORM:

Each bid proposal is to be submitted on the Bid Form in a sealed envelope bearing the name and address of the bidder with the envelope clearly marked. The attached Bid Form constitutes approximate quantities only. Bidders shall set forth all Bid prices in words, and numbers, either handwritten in black ink or typewritten.

8) FAILURE TO SIGN BID GUARANTEE:

On the part of the successful bidder as required by law, shall be sufficient cause to annul the award.

9) ASSIGNMENT, TRANSFER, CONVEY, SUBLET, OR DISPOSAL OF CONTRACT:

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or any part hereof to anyone without the written consent of the City of Hackensack.

10) MANDATORY AFFIRMATIVE ACTION CERTIFICATION:

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as a separate exhibit of this bid specification.

Goods and Services (including professional services) Contracts:

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following (3) three documents:

- i. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for (1) one year from the date of the letter); or
- ii. A photocopy of a Certificate of Employee Information Report approval, issue in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

11) AMERICANS WITH DISABILITIES ACT OF 1990: (MUST BE READ):

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities Language that is included as of this bid and agree that the provisions of Title II of the Act are made a part

of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

12) STOCKHOLDER DISCLOSURE:

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the partnership who own a (10%) ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

13) PROOF OF BUSINESS REGISTRATION:

A copy of New Jersey Business Registration Certificate must be included with submitted bid proposal. 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/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on 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-1 et seq.) on all sales of tangible personal property delivered into this State.

14) **NON-COLLUSION AFFIDAVIT:**

The Affidavit shall be properly executed and submitted with the bid proposal.

15) **PUBLIC WORKS CONTRACTOR REGISTRATION:**

A copy of New Jersey Public Works Contractor Registration Certificate must be included with submitted bid proposal.

16) **ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:**

Must be included with submitted bid proposal.

17) **DISCLOSURE OF INVESTMENT IN IRAN:**

New Jersey Public Law 2012, Chapter 25 prohibits public contracts by with persons or entities engaged in certain investment activities in the energy and financial sectors of Iran as defined in the law and implements the authority granted under federal law to the states and to local governments pursuant to the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, Public Law 111-195.

Under the law, bidders are required to certify that they are not identified on a list to be developed by the State Department of the Treasury of persons or entities engaging in certain investment activities in Iran.

18) **RIGHT TO TERMINATE CONTRACT:**

The City of Hackensack reserves the right to terminate the contract on 30 days written notice to the successful bidder without penalty. This right shall be in effect during the term of the contract, and may be exercised if in the judgment of the City of Hackensack, successful bidder is failing to fulfill their obligations or to provide adequate service.

19) Each bid proposal form must give the full business address, business phone, fax, email if available, the contact person of the bidder, and be signed by an authorized representative as follows:

- a) Bids by partnership must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
- b) Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
- c) Bids by sole-proprietorship shall be signed by the proprietor.

d) When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

- 20) Prior to this award, or if, during the life of the award, the successful bidder, or any other vendor, should be awarded a contract for any commodity contained in this bid award, by the State of New Jersey or the County of Bergen at a price lower than that quoted herein, the successful bidder does hereby agree to extend to the City of Hackensack that price which was awarded to the State of new Jersey or the County of the Bergen, or at the option of the City if the successful bidder refuses to honor the above stipulation, the City may purchase under the applicable State or County contract any and all items at the lower price.
- 21) The specifications sheet included shall be completed in full. Deviations from specifications shall be noted and explained. Failure to complete the specifications sheet shall constitute cause for rejecting bids.
- 22) All prices and amounts must be written ink or preferably machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the City of Hackensack. Any changes, whiteouts, strikeouts, etc. in the bids must be initialed in ink by the person signing the bid.
- 23) Bidder should be aware of the following statutes that represents "Truth in Contracting" laws:
- a) N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit false claims and/or knowingly make material misrepresentation.
 - b) N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c) N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d) Bidder should consult the statutes or legal counsel for further information.
- 24) The City of Hackensack reserves the right to reject any or all bids or to waive informalities therein if such action be deemed to the best interest of the City to do so. The City of Hackensack reserves the right to consider bids for sixty (60) days after their receipt.

- 25) Alteration of the "Bid Form" insertion of conditions or the imposing of restrictions can be cause for automatic disqualifications of the bid.
- 26) Supplier prepared and obligated to furnish technical and engineering services at no charge, (excluding material testing laboratory services) within 24 hours of request to do so by authorized Local Government Personnel; and to investigate and report any complaint arising from use of supplier product.
- 27) Bidder shall be an authorized Franchised Dealer and shall certify that he maintain parts, inventory, and trained personnel to repair said equipment.
- 28) When any reference is made to a manufacturer, or trade or brand name, a patent or trademark, etc., it is understood that the words "OR EQUIVALENT" are included. Whenever an item is substituted on an "OR EQUIVALENT" basis, bidder must ATTACH AN ADDENDUM DESCRIBING IN DETAIL WHAT IS BEING SUBSTITUTED. The City of Hackensack may require samples or physical examination of items being purported to be "equivalent". The City of Hackensack has the right to make the determination as to equality. The mere enclosure of specifications does not qualify as compliance with the above.

Wherever applicable, the Contractor agrees that only manufactured products of the United States will be used in the contract work. Contractor will comply with N.J.S.A. 40A:11-18.

- 29) A written contract may be necessary. The successful bidder may be required to enter into a written contract with the City of Hackensack prepared by the City Attorney which must be executed by the successful bidder and returned to the City, no later than twenty one (21) days after award. Sunday and Holidays excepted; provided; however, that all parties to the contract may agree to extend the limit set forth in the specifications beyond the twenty one (21) day limit.
- 30) If applicable, each bidder agrees that all materials, goods, equipment, machinery, or any other subject matter of the bid shall be new when delivered to the City of Hackensack. In the event that any component part for any of the aforementioned is "used" the bidder shall so state and attach an addendum to his proposal and specifically delineate those components or items which will be "used". The City of Hackensack expects that all bidders shall utilize new goods, materials, etc., in their bids and the City reserves the right to reject any bid where "used" goods or materials, etc. are submitted when new goods or materials, etc. could be used.

31) Payment will be made by the City of Hackensack within thirty (30) days of the receipt of a voucher provided by the City, with appropriate signature of the claimant. The voucher must be supplemented with an invoice of the vendor, claimant, etc. and the goods or services covered must have been received and accepted by the appropriate official as conforming to the specifications.

32) **CONSENT OF SURETY:**

Bidder shall submit with a bid Certificate of Surety from a Bonding Company doing business in the State of New Jersey.

33) **PERFORMANCE BOND:**

The successful bidder shall be required to furnish a performance, material, and labor bond for one hundred (100%) percent of the contract to cover all provisions of the specifications.

34) All "Bid Forms" proposals must be accompanied by a bid deposit in the form of either:

- ❖ Certified Check
- ❖ Cashier's Check, or
- ❖ Bid Bond

In the amount specified on the "Bid Form".

35) If there is more than one (1) bid item, the City reserves the right to separate the bid items, awarding them to the lowest prices, or to award the entire bid to the lowest bidder.

36) If the bid form contains quantities, unit prices, and total price for any item, and there is an error in multiplication, extension or addition, resulting in a total price different from that indicated in the Bid Form, then the City of Hackensack may accept, as the actual bid for that item, the lesser of:

- A) The stated total price for the item or,
- B) The total price arrived at by multiplying the given quantity by the stated unit price.

37) The quantities (if any) listed are estimates and may be increased or decreased as required. No claim for anticipated profit shall be made in case the quantities ordered are not equal to the estimated quantities as herein set forth. Should the actual quantities exceed, or be less than, the estimated quantities, such quantities shall be furnished at not more than the price herein bid.

38) All prices Net; inclusive of all transportation and delivery charges, F.O.B. destination (Hackensack, New Jersey). Exclusive of all non-applicable Local and State Use or Sales Taxes and Federal Excise Taxes.

- 39) Fuel oil delivery or "surcharges" are not acceptable. No other charges will be paid by the City of Hackensack unless expressly agreed to in these specifications
- 40) The successful bidder understands that the award is subject to the availability of funds and the proper execution of a purchase order(s) by the City Manager or the Purchasing Agent.
- 41) Whenever applicable, the contractor agrees that only manufactured products of the United States will be used in the contract work. Contractor will comply with N.J.S.A. 40A:11-8.
- 42) All Successful vendors must be submitted within (7) days after receipt of the notification of intent of award the Contractor or receipt of the Contract, whichever is sooner.
- 43) **INSURANCE REQUIREMENTS:**
The Contractor should keep in force the following types of Insurance in a Company of companies acceptable to the:

A) Workers Compensation:

The Workers compensation to comply with the NJ Statute and any other state where work is being performed. Coverage for U.S., L & IW Act, and Jones Act, if applicable.

B) Comprehensive General Liability:

Minimum policy limits of \$1,000,000 Combined Single Limit. Policy must include Contract Protective Liability Coverage, Completed Operations, and Comprehensive General Liability Broadening Endorsement (Form GL0404) or equivalent. Certificate must confirm Property Damage Liability Coverage for explosion, collapse, and underground damage if your work is subject to these hazards (XCU Coverage). Policies using the Simplified Form must include the Per Location/Per Job Aggregate. Policy to be endorsed to show the City of Hackensack as an Additional Named Insured.

C) Automobile Liability:

Covering all Owned, Non-Owned, and Hired vehicles. Minimum policy limit of \$1,000,000 Combined Single Limit. Policy to be endorsed to show City of Hackensack as an Additional Named Insured.

D) Umbrella Liability:

Minimum policy limit of: \$5,000,000 Per Occurrence
 \$5,000,000 Annual Aggregate

Policy to be endorsed to show the City of Hackensack as Additional Named Insured.

E) Property Insurance:

The contractor is required to insure his own property. The City of Hackensack will NOT provide any insurance on contractor's property.

F) Indemnification Agreement:

The contractor agrees that it will defend, indemnify, and save harmless the City of Hackensack its offices, agents, and employees from any and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the work, or by any other reasons of the operations under this agreement.

Before the contractor shall be permitted to commence the work described in this contract, he shall furnish the contractor with the Certificate of Insurance from his insurance carrier certifying that the coverage's specified above are in effect.

Certificate of Insurance shall contain a clause stating that "The City of Hackensack is to be notified at least thirty (30) days prior to cancellation of/or material change in the policy".

G) Labor Provisions:

The City of Hackensack has requested prevailing wage rates for this project.

Prevailing Wages: The contractor or subcontractor, where applicable, agrees to comply with provisions of Prevailing Wages Act N.J.S.A. 34:11-56.25 et seq., and regulations promulgated thereafter as may be amended from time to time.

Pursuant to N.J.S.A. 34:11-56.27, all work to be done by workers under within contract shall be paid not less than the prevailing wage rate. In the event it is found that any worker employed by the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the prevailing wage required to be paid, as shall be designated by the Commissioner of Labor, or his duly authorized representative, the City may terminate the work as to which there has been failure to pay required wages and to prosecute the work to completion or otherwise. The contractor and his sureties shall be liable to the City for any excess costs occasioned thereby.

The contractor shall submit a certified payroll form to the City for each payroll period within ten (10) days of the payment of wages.

A copy of the prevailing wage rates and certified payroll form may be obtained by contacting:

The New Jersey Department of Labor
Division of Workplace Standards
Public Contracts
P.O. Box 389
Trenton, NJ 08625-0389
(609) 292-2259

Contractor shall provide, as required, any and all required warning signals, flashing illuminated warnings, flags, barrels, barricades, or other protective measures or devices in connection with the work being performed. All work shall be performed in conformance with the "Manual on Uniform Traffic Control Devices", as directed by The Hackensack Police Department. The cost for the Traffic Control shall be included in the various items bid for this proposal.

Bidder's Initials: je

DETAILED SPECIFICATIONS FOR
EMERGENCY STORM AND SANITARY SEWER
REPAIRS WITHIN THE CITY OF HACKENSACK

SCOPE OF WORK:

The scope and intent of this specification is to obtain bid quotations, for labor, supervision, and equipment to be used for the repair or maintenance of the emergency storm and sanitary sewer systems of the City of Hackensack. Work to be performed under this contract shall not be constructed to be included in other contracts let by the City for rehabilitation work or improvements performed on the storm and sanitary sewer systems.

It shall be understood that the contractor, by his act of execution of the contract, acknowledges the potential emergency nature of portions of the contemplated work and agrees to mobilize the required labor and equipment within four (4) hours notification from the City. The contractor shall furnish the owner with telephone numbers where he may be reached at any hour of the day or night if required for emergencies. In the event of the contractor's failure to satisfy this mobilization requirement, the City may engage another firm to do all work needed to relieve the emergency.

HOURS TO BE CHARGED:

The total number of hours for which the City of Hackensack is charged the hourly rate for labor, equipment, and supervision **Shall Not** include the time of travel from contractor's plant or place of business to the site of the proposed work.

EXCESS EXCAVATED MATERIAL:

All excess and unsuitable excavated material shall be removed from the site and properly disposed of by the contractor. The cost of this disposal shall be included in the unit price for truck and driver (Item 3).

TRENCH PATCHING:

The contractor shall, when directed by the Superintendent of Public Works or his designated representative, provide suitable backfill material and temporary and/or permanent patching at all excavated trenches properly tamped. This shall include all necessary materials, equipment, and manpower. The cost of equipment and manpower shall be based on their respective unit prices. The cost of materials shall be actual cost plus the percentage bid on (Item No. 8).

DETAILED SPECIFICATIONS FOR
EMERGENCY STORM AND SANITARY SEWER
REPAIRS WITHIN THE CITY OF HACKENSACK

SIZE OF CREW:

For each callout, the Superintendent of Public Works or his designed representative, will advise the contractor of the scope of work and discuss with him the requirements for crew size, equipment, and materials to be furnished.

QUALIFICATION OF BIDDER:

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish all such information and data for this purpose as may be requested. The Owner reserves the right to reject any bid if the evidence submitted or the investigation of such bidder fails to satisfy the Owner that such a bidder is properly qualified to carry out the obligations of the Contract.

To demonstrate his qualifications for the project, the bidder is required to furnish, among other items the following information with his bid:

❖ Experience in the kinds of work contemplated by this contract. This work shall include but is not limited to:

- 1) Replacement of manhole frames and covers
- 2) Cutting and sections of defective sanitary and storm sewer pipe and replacement of same.
- 3) Minors extensions of sanitary sewers or storm sewers.
- 4) Rebuilding of storm and sanitary basins and storm drain chambers.
- 5) Resurfacing of affected street areas after repairs have been completed.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN
THE CITY OF HACKENSACK

TERMS OF AGREEMENT:

This agreement shall run for a 2 year period.

EQUIPMENT AND PERSONNEL SPECIFICATIONS:

1) **Back Hoe:**

- Crawler mounted with minimum of a $\frac{3}{4}$ cubic yard bucket, including operator.

2) **Back Hoe-Loader:**

- Rubber tired machine having $3/8-1/2$ cubic yard bucket on back-hoe and a front loading bucket, with a minimum of one (1) cubic yard capacity. Proposed rental unit price shall include the machine operator.

3) **Truck(s) (Dump Truck):**

- Trucks, Diesel, or Gasoline Powered, with water tight dumping body of minimum of ten (10) cubic yard capacity, including driver.

4) **Air Compressor:**

- Portable air compressor having a minimum delivery capacity of 185 c.f.m. Rental of air compressor shall include the associated air hammers and/or compacting as may be required to perform the work.

5) **Pumps:**

- Pumps shall be of the centrifugal type, gasoline powered with suction side sizes of 2 inch, 3 inch, 4 inch, or 6 inch diameter. Pump rental shall include all suction and discharge hose and fittings as may be required for the specific project the pump is being used on. Pumping shall include dewatering and sanitary by-pass.

6) **Labor:**

- The proposal for labor shall constitute the total hourly cost to the City of Hackensack for the services of a competent, physically qualified laborer to perform the laboring services associated with the repair, replacement or relocation of storm and sanitary sewers within the City of Hackensack. Said hourly rate shall include all taxes, insurance costs, benefit costs, profit, and any other reasonable charges or costs normally associated with hourly rate charges. The total number hours for which the City of Hackensack is charged the hourly rate should not include the time of travel from contractor's plant or place of business to the site of the proposed work to be

performed within the City of Hackensack. If, due to the emergency the contractor is required ordered to work in excess of the regular working hours or during weekends and holidays, he will be compensated for the difference between the regular wage rates (as bid) and the overtime, weekend, and holiday rate paid to employees. No percentage for overhead and profit will be allowed. The contractor shall submit a certified payroll form to the City of Hackensack. A copy of the certified payroll form may be obtained by contacting the:

New Jersey Department of Labor, Division of Workplace Standards,

Public Contracts Section

P.O. Box 389

Trenton, NJ 08625-0389

(609) 292-2259

7) Supervision:

- Contractor's proposal for supervision shall constitute the total hourly cost to the City of Hackensack for the services of a component foreman or supervisor. Said foreman or supervisor shall be fully experienced in the repair, replacement, or relocation of water supply distribution facilities while same is under pressure or not, and storm and sanitary sewers. Said supervisor shall fully qualified to direct the use of labor and equipment in conjunction with heretofore mentioned repair work.

8) Miscellaneous and Hand Tools:

- a) Included in Items 1-5 inclusive shall be all fuel, lubrication, transportation charges, permit fees, and any other costs or charges necessary to deliver and maintain at the job site, the particular piece of equipment, in complete and working condition, fully capable of performing the functions for which it was designed.
- b) Included in Item #6 (Labor) shall be any and all hand tools or equipment required to perform the aforementioned water supply system, storm sewer and sanitary sewer repair or relocation work. Portable electric and pneumatic tools are included in this category also, as may be required to perform said work in the most efficient manner.

9) Traffic Control:

- Contractor shall provide, as required, any and all required warning signals, flashing illuminated warnings, flags, barrels, barricades, or other protective measures or

devices in connection with the work being performed. All work shall be performed in conformance with the "Manual on Uniform Traffic Control Devices" as directed by the Hackensack Police Department. The cost for the Traffic Control shall be included in the various items bid for this proposal.

10) Materials:

- This section shall cover the furnishing of any or all materials, as directed and approved by the City of Hackensack, that may be required for a specific project. The proposal for this item provides for the insertion of a percentage figure, in addition to the cost of material or bond (confirmed by invoice), where contractor shall propose the cost mark-up for his overhead and profit margins.
- If manhole or batch basin frames need to be replaced the Contractor shall contact the Department of Public Works and check to see if they have any in stock before ordering.
- It shall be the prerogative of the City of Hackensack to supply any material it may so desire without jeopardy to the contract between self and contractor for labor, equipment, and materials.

11) Additional Equipment:

- This section shall cover the furnishing of additional equipment that may be required for a specific project. The proposal for this item provides for the insertion of a percentage figure, in addition to the cost of the piece of equipment as established by invoice or in the current addition of the "Rental Rate Blue Book", where the contractor shall propose the cost mark-up for his overhead and profit.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

SCHEDULE OF QUANTITIES:

Estimated Units to be used, by the City of Hackensack for comparison bids:

<u>ITEM:</u>	<u>QUANTITY:</u>
1)	48
2)	100
3)	160
4)	96
5) A	48
B	120
C	24
D	24
6)	800
7)	200
8)	16000
9)	5000
10)	1
11)	1
12)	1

PERFORMANCE BOND:

The successful bidder shall be required to post a Performance Bond in the amount of \$20,000.00.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN
THE CITY OF HACKENSACK

AFFIRMATIVE ACTION COMPLIANCE NOTICE

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a non-mandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting:

Department of the Treasury

State of New Jersey

P.O. Box 209

Trenton, NJ 08625-0209

(609) 292-5473

Web Address: www.state.nj.us/treasury/contract_compliance/ccmail.html

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 AND N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 ET SEQ.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; See Attached

OR

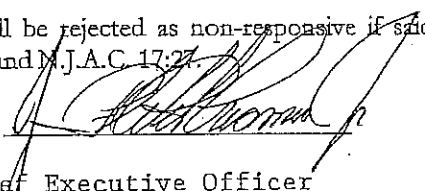
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: J. Fletcher Creamer & Son, Inc. SIGNATURE: 

PRINT NAME: J. Fletcher Creamer, Jr. TITLE: Chief Executive Officer

DATE: May 7, 2015

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT⁴⁷²

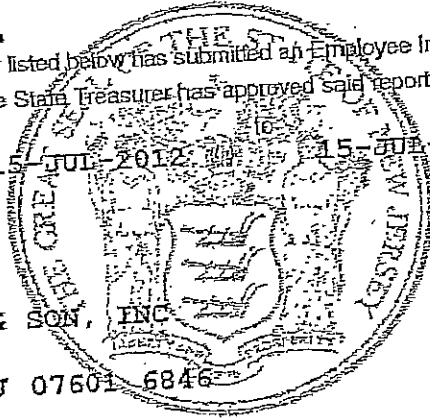
RENEWAL

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

15-JUL-2012 to 15-JUL-2015

J. FLETCHER CREAMER & SON, INC.
101 EAST BROADWAY
HACKENSACK

NJ 07601 6846



A handwritten signature in dark ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

**Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN
THE CITY OF HACKENSACK**

STANDARD BID DOCUMENT REFERENCE	
Reference: None	
Name of Form:	MANDATORY AFFIRMATIVE ACTION LANGUAGE FOR CONSTRUCTION CONTRACTS
Statutory Reference:	N.J.S.A. 10:5-31 and N.J.A.C. 17:27
Instructions Reference:	Statutory and Other Requirements
Description:	Exhibit B of Bid Specification

Exhibit B of the model Instructions to Bidders and Statutory Requirements is the current and complete mandatory language for construction bid specifications and contracts.

The document is the mandatory language for construction bid specifications and contracts pursuant to N.J.A.C. 17:27-3.5, and the mandatory bid specification and contract language for employment goal compliance for construction contracts at N.J.A.C. 17:27-3.7. A complete review of both rule provisions is recommended.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

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

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 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, up-grading, 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 prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action 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 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 program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the

contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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 (NJAC 17:27).

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

MANDATORY LANGUAGE - AMERICANS WITH DISABILITIES ACT OF 1990

The Federal Americans with Disabilities Act of 1990 requires bid specifications and contracts to contain language that prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities.

The requirement is described in the Instructions in section VII-B and fully displayed in Appendix B.

APPENDIX B
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability
(MUST BE READ BY BIDDER)

The contractor and the City of Hackensack, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §121 01 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 there unto, are made a part of this contract. In providing any aid, 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 rising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said 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 incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the 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.



Liberty Mutual Surety
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19452

BID BOND

Bond n/a

KNOW ALL BY THESE PRESENTS, That we, J. Fletcher Creamer & Son, Inc.

of 101 East Broadway, Hackensack, NJ 07601

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance

Company, 1200 MacArthur Boulevard, Mahwah, NJ 07430

(hereinafter called the Surety),

as Surety, are held and firmly bound unto City of Hackensack

65 Central Avenue, Hackensack, NJ 07601

(hereinafter called the Oblige) in the penal sum of Ten Percent Of The Amount Bid Not To Exceed \$20,000

Dollars (\$ 10% Amount Bid NTE \$20,000)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for

Emergency Storm and Sanitary Sewer Repairs within the City of Hackensack

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 7th day of May, 2015


Glenn M. Rocca
Secretary

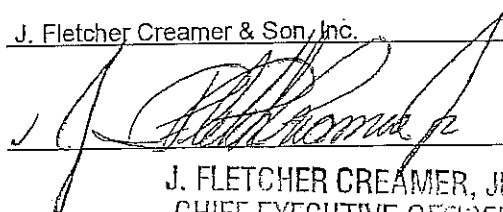
Witness



J. Fletcher Creamer & Son, Inc.

(Seal)

Principal


J. FLETCHER CREAMER, JR.
Liberty Mutual Insurance Company

Title

By


Kristin S. Bender,

Attorney-in-Fact

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

CONSENT OF SURETY

A performance bond may be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a certificate in substantially the following form:

TO: City of Hackensack
(Owner)

RE: J. Fletcher Creamer & Son, Inc.
(Contractor)

Emergency Storm and Sanitary Sewer Repairs within the City of Hackensack
(Project Description)

This is to certify that the Liberty Mutual Insurance Company
(Surety Company)

will provide to City of Hackensack a performance bond in the full
(Owner)

amount of awarded contract in the event that said contractor is awarded a contract for the above project.

J. Fletcher Creamer & Son, Inc.

Liberty Mutual Insurance Company
(Contractor)
Kristin S. Bender
(Authorized Agent of Surety Company)
Kristin S. Bender, Attorney-In-Fact

Date: May 7, 2015

CERTIFICATE OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY

COUNTY OF BERGEN

On the 7th day of May, 2015 before me personally came

J. Fletcher Creamer, Jr. to me known,

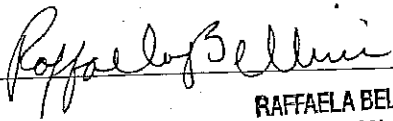
who, being by me duly sworn, did depose and say that he/~~she~~ resides in

Wyckoff, NJ that he/~~she~~ is the Chief Executive Officer of

J. Fletcher Creamer & Son, Inc.

that corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he/she signed his/her name thereto by like order.

(SEAL)



RAFFAELA BELLINI
Notary Public of New Jersey
ID # 2292025
My Commission Expires Sept. 20, 2017

SURETY ACKNOWLEDGMENT

STATE OF NEW JERSEY

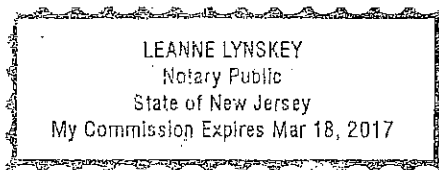
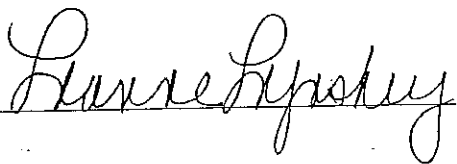
COUNTY OF MORRIS

On this 7th day of May, 2015 before me personally came Kristin S. Bender to me known, who, being by me duly sworn, did depose and say that she resides in Morristown, New Jersey that she is the Attorney-in-Fact of

Liberty Mutual Insurance Company

that corporation described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and she signed her name thereto by like order.

(SEAL)



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6859662

American Fire and Casualty Company
The Ohio Casualty Insurance Company

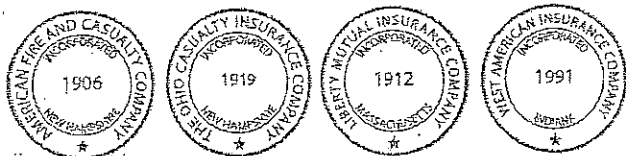
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James P. Holland; Kristin S. Bender; Marisol Mojica; Mary Lawrence; William G. Morrissey

all of the city of Morristown, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2015.



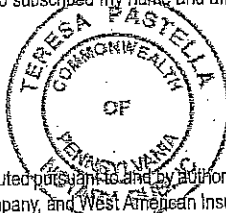
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 4th day of February, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

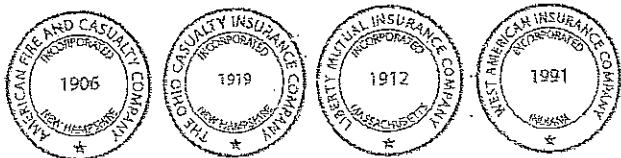
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of May, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2014

Assets		Liabilities	
Cash and Bank Deposits	\$744,221,142	Unearned Premiums	\$6,288,178,795
*Bonds — U.S Government.....	1,718,117,704	Reserve for Claims and Claims Expense.....	16,879,324,618
*Other Bonds	11,205,872,087	Funds Held Under Reinsurance Treaties.....	211,983,009
*Stocks	9,533,437,819	Reserve for Dividends to Policyholders.....	1,246,547
Real Estate	277,742,849	Additional Statutory Reserve.....	40,877,587
Agents' Balances or Uncollected Premiums	4,150,041,316	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	129,261,358	Other Liabilities.....	2,664,248,124
Other Admitted Assets	14,896,464,393	Total.....	\$26,085,858,680
Total Admitted Assets	\$42,655,158,668	Special Surplus Funds	\$53,954,363
		Capital Stock	10,000,000
		Paid in Surplus	8,829,117,542
		Unassigned Surplus	7,676,228,083
		Surplus to Policyholders.....	16,569,299,988
		Total Liabilities and Surplus.....	\$42,655,158,668



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2014, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 20th day of March, 2015.

T. Mikolajewski

Assistant Secretary

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

STOCKHOLDER DISCLOSURE CERTIFICATION

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10%) percent or greater interest therein. Form of Statement shall be completed and attached to the bid proposal.

The Attorney General has concluded that the provisions of N.J.S.A. 53:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, Limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

This requires bidders to disclose whether they are a partnership, corporation or sole proprietorship. This form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

CITY OF HACKENSACK

STOCKHOLDER DISCLOSURE CERTIFICATION

This statement shall be included with Bid submission

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal, or School District contract for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a statement of ownership. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or on all individual partners in the partnership who own a ten percent or greater interest therein.

In the event there is no individual stockholder in the corporation or partnership who owns ten percent (10%) or more of the stock of any class, the bidder shall submit a statement indicating such.

BIDS ARE NOT VALID IF SUBMITTED WITHOUT A STATEMENT OF

OWNERSHIP, AND NO BIDDER SUBMITTING SUCH AN INVALID BID IS ELIGIBLE
TO BE AWARDED THE PUBLIC CONTRACT.

Project: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN
THE CITY OF HACKENSACK

Name of Business: J. Fletcher Creamer & Son, Inc.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☒ Subchapter S Corporation

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

Sign and notarize the form below, and, if necessary, complete the stockholder list below.
If you are a Partner or Corporation, in order for your bid to be considered, you must list below the names and addresses of those meeting the criteria of the law:

1. Partners with ten percent (10%) or greater interest:

N/A NAMES

ADDRESSES

2. Owners of ten percent (10%) or more of the Stock of the Corporation, including Stock of all classes:

NAMES

ADDRESSES

See Attached

3. If the Name of a Partnership or Corporation is listed, list below names of individual partners and/or Stockholders of Whatever Class who own a ten percent (10%) or Greater Interest in the Partnership or Corporation Listed:

NAMES

ADDRESSES

N/A

J. Fletcher Creamer & Son, Inc.

Name of Bidder

Signature of Bidder

J. FLETCHER CREAMER, JR.
CHIEF EXECUTIVE OFFICER

Subscribed and sworn before me this 7th day of

May, 2015

(Notary Public)

Raffaella Bellini

(Affiant)

My Commission expires: RAFFAELA BELLINI
Notary Public of New Jersey

ID # 2292025

My Commission Expires Sept. 20, 2017

J. FLETCHER CREAMER, JR.

(Print name & Title of Affiant)
CHIEF EXECUTIVE OFFICER
(Corporate Seal)

IMPORTANT: THIS FORM MUST BE SUBMITTED BY THE BIDDER

J. FLETCHER CREAMER & SON, INC.

**COMPANY SHAREHOLDERS HAVING A 10% OR
GREATER INTEREST IN
J. FLETCHER CREAMER & SON, INC.**

J. Fletcher Creamer, Jr.	682 Laurel Lane Wyckoff, NJ 07481	Chief Executive Officer 50%
Glenn L. Creamer	175 Chestnut Ridge Road Saddle River, NJ 07458	Executive Vice President 25%
Dale A. Creamer	426 Airmount Avenue Ramsey, NJ 07446	Executive Vice President 25%

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

BUSINESS REGISTRATION CERTIFICATE

A copy of New Jersey Business Registration Certificate must be included with submitted bid proposal. 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/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on 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-1 et seq.) on all sales of tangible personal property delivered into this State.

See Attached

05/07/08

Taxpayer Identification# 210-665-029/000

Dear Business Representative:

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

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

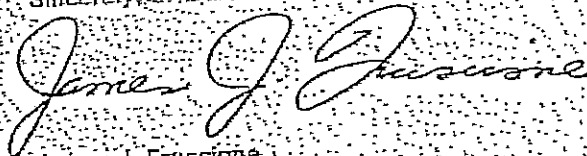
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

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

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08648-0252

TAXPAYER NAME:

J. FLETCHER CREAMER & SON, INC.

ADDRESS:

101 EAST BROADWAY
HACKENSACK NJ 07601

EFFECTIVE DATE:

06/16/54

TRADE NAME:

SEQUENCE NUMBER:

0097009

ISSUANCE DATE:

05/07/08



Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

Certificate Number
63819

Registration Date: 05/16/2014
Expiration Date: 05/15/2016



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:

J. Fletcher Creamer & Son, Inc.

Responsible Representative(s):
Joseph T. Walsh, President
George Kreis, Vice-President
Dale A. Creamer, Vice-President
Glenn M. Rocca, Secretary
J. Fletcher Creamer Jr., CEO

Responsible Representative(s):
Brad R. Jorrey, Vice-President
Andrew C. Wood, Vice-President
Glenn L. Creamer, Vice-President
Roger Fedorohak, Treasurer

Harold J. Wirths

Harold J. Wirths, 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.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

SUBCONTRACTOR DECLARATION

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

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

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

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

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "IN-HOUSE" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

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

Plumbing and Gas Fitting and All Kindred Work "NONE"

Name _____ Phone # _____

Address _____

License Number _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating "NONE"

Name _____ Phone # _____

Address _____

Electrical Work "NONE"

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work "NONE"

Name _____ Phone # _____

Address _____

City of Hackensack
Bergen County, NJ
Emergency Storm and Sanitary Sewer Repairs
Within the City of Hackensack
Subcontractor Listing Pursuant to N.J.S.A. 40A:11-16

J. Fletcher Creamer & Son, Inc. will use the following subcontractors for trade work required to be indentified pursuant to N.J.S.A. 40A:11-16

WORK CATEGORY

NAME AND ADDRESS

Plumbing and Gas Fitting
And all kindred work

None

Steam Power Plants, Steam
And Hot Water Heating and
Ventilating Apparatus, and
All kindred work

None

Electrical Work

None

Structural Steel and
Ornamental Iron Work

None

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

		Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT	
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15	
Instructions Reference:	Statutory and Other Requirements VII-H	
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.	

NON-COLLUSION AFFIDAVIT

State of New Jersey)
) ss:
County of Bergen

Project EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF HACKENSACK

I, J. Fletcher Creamer, Jr. (name of affiant) residing in Wyckoff (name of Municipality) in the County of Bergen and State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am CEO (title or position) of the firm of J. Fletcher Creamer & Son, Inc. (name of firm), Emergency Storm & Sanitary Sewer Repairs within the City of Hackensack, (title of bid proposal) and that I executed the said bid with full authority to do so and that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Hackensack relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said project. Specifically, the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any other competitor. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition; and 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 selling agencies maintained by J. Fletcher Creamer & Son, Inc. (N.J.S.A. 52:34-15).

N/A

(Signature of Bidder, if individual)

J. Fletcher Creamer & Son, Inc.

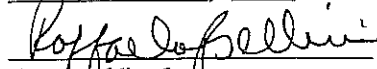
(Name of Corporation)

Chief Executive Officer

(Title of Officer)

Subscribed and sworn before me this day

May 7, 2015



Notary public of NJ

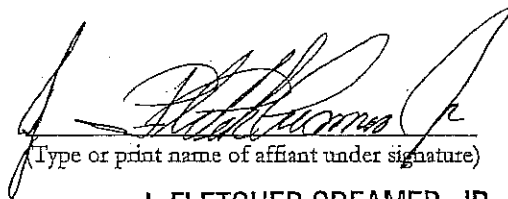
My Commission expires

RAFFAELA BELLINI

Notary Public of New Jersey (Seal)

ID # 2292025

My Commission Expires Sept. 20, 2017


(Type or print name of affiant under signature)

J. FLETCHER CREAMER, JR.
CHIEF EXECUTIVE OFFICER

AFFIRMATIVE ACTION AFFIDAVIT:

STATE OF NEW JERSEY }

COUNTY OF Bergen }

ss: Emergency Storm and Sanitary Sewer Repairs
within the City of Hackensack
Project Name

I, J. Fletcher Creamer, Jr. (Name of Affiant), of the City of
Wyckoff in the State (commonwealth) of
New Jersey being of full age and duly sworn according to law, on my oath depose and say
that:

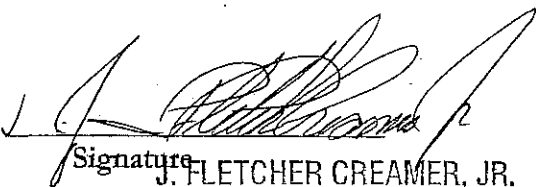
I am employed by the firm of J. Fletcher Creamer & Son, Inc. (Name of Bidder), the Bidder
submitting the Bid Proposal for the above named project, in the capacity of
CEO (Title of Affiant), and I have executed the Bid Proposal with full
authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter
127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter
127.

J. Fletcher Creamer & Son, Inc.

Name of Firm or Individual

Chief Executive Officer

Title


Signature

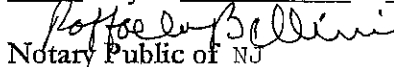
J. FLETCHER CREAMER, JR.
CHIEF EXECUTIVE OFFICER

May 7, 2015

Date

Subscribed and sworn to before me this

7th Day of May 2015


Notary Public of NJ

RAFFAELA BELLINI
Notary Public of New Jersey
ID #02292025

My commission expires: _____
My Commission Expires Sept. 20, 2017

DISCLOSURE OF INVESTMENT IN IRAN
CITY OF HACKENSACK
STATE OF NEW JERSEY
DIVISION OF PURCHASE AND PROPERTY

Solicitation Number: N/A Bidder/Offoror: J. Fletcher Creamer & Son, Inc.

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 Treasury as a person or entity engaging investments activities in Iran. If The Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

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

☒ is **not** providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provided 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. **FAILURE TO SUBMIT IS GROUNDS FOR REJECTION**

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 and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

Each box will prompt you to provide information relative to the above questions, please provide thorough answers to each question.

N/A

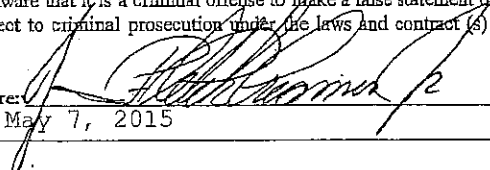
Name: _____ Relationship to Bidder/Offoror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offoror Contact Name _____ Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of the certification through the completion of any contracts with the State to notify the State 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 of this certification, and if I do so, I recognized that I am subject to criminal prosecution under the laws and contract (s) resulting from the certification void and unenforceable.

Full Name (Print) J. FLETCHER CREAMER, SR. Signature: 
Title: CHIEF EXECUTIVE OFFICER Date: May 7, 2015

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

HOLD HARMLESS

The contractor agrees to indemnify and hold harmless the City of Hackensack and all its employees from and against any and all claims, damages, losses, actions, suits, injury, liability and expenses (including attorney's fees) or other costs of any nature whatsoever which they may suffer or incur directly or indirectly in the connection with the negligent acts or omissions of the contractor, its agents, employees or subcontractors, and the agents, employees or any of them or anyone directly or indirectly employed by the contractor in connection with the carrying out of the contractor's obligations under this contract, including the furnishing of the equipment, materials and supplies at the site of the proposed work; and without limiting the generality of the foregoing, the same shall include injury or death to any person or persons and damage to any tangible property (including the loss of use resulting therefrom), including that of the City.

Bidder's Initials: _____

je

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

INSURANCE COVERAGE REQUIREMENTS

The contractor must assume all risks connected with this work. He shall comply with all State Laws and Regulations concerning Worker's Compensation and shall maintain such insurance as will protect him against all claims for damages for personal injury, including death, and property damage which may arise during or as a result of the work done under this contract, either by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

The contractor shall not commence work under this contract until he has obtained all insurance required by this section and such insurance has been approved by the City of Hackensack, nor shall the contractor allow any subcontractor to commence work in his subcontract until all similar insurance required of the subcontractor has been obtained and approved. The contractor's insurance shall apply to and provide coverage for all subcontractors and/or suppliers unless the contractor forwards to the City the Certificate of Insurance for the subcontractor and/or supplier. Insurance coverage shall remain in effect until all work under the contract has been accepted by the City and at all times thereafter when the contractor may be removing or replacing defective work.

The contractor shall furnish the City with proof of insurance by providing a Certificate of Insurance from his authorized agent. The City of Hackensack shall be named as an additional insured. The contractor shall give the City 30 day's written notice of any material change in, cancellation of, or expiration of the policies. Any insurance company providing coverage must be authorized to do business in the State of New Jersey.

The following insurance is required:

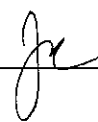
General Liability -- minimum \$1,000,000 each occurrence & aggregate:

(Bodily injury and property damage combined)

Coverage must include:

- Comprehensive Form
- Premises-Operations
- Explosion & Collapse Hazard
- Products/Completed Operations Hazard
- Contractual (blanket)
- Broad Form Property Damage
- Independent Contractors
- Personal Injury
- Commercial blanket bond -- minimum \$1,000,000
- Workers Compensation and Employer Liability -- Statutory

Bidder's Initials: _____



Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

STATEMENT OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Provide information for at least three municipalities/public entities that you have provided Emergency Storm and Sanitary Sewer Repairs within the past 12 months:

1. Organization: _____ See Attached

Telephone # _____

Contact Person: _____

Department: _____

Contract Price: _____

2. Organization: _____

Telephone # _____

Contact Person: _____

Department: _____

Contract Price: _____

3. Organization _____

Telephone # _____

Contact Person: _____

Department: _____

Contract Price: _____

4. Organization _____

Telephone # _____

Contact Person: _____

Department: _____

Contract Price: _____

IMPORTANT THIS FORM MUST BE SUBMITTED BY THE BIDDER

CITY OF HACKENSACK RELATED WORK EXPERIENCE

OWNER	DESCRIPTION	LOCATION	CONTRACT DURATION
Bergen County Utilities Authority Floor of Mehrhof Road Little Ferry, NJ 07643 (201) 641-2552 Dennis Bollharadt	Annual Buried Infrastructure On-Call Water/Sewer Repair/Replacement Work	Various Locations	2011 to Present
Manchester Utilities Authority 510 Belmont Avenue Haledon, NJ 07508 (973) 942-6538 Denise Wahad	Water System Emergency Repairs	Various Locations	2010 to 2014
Township of East Brunswick 1 Jean Walling Civic Center East Brunswick, NJ 08816	Sewer Lateral, Sewer Main & Manhole Repairs	East Brunswick, NJ	2013 to Present
Borough of Highland Park PO Box 1330 Highland Park, NJ 08904	Water Main and/or Sanitary Sewer Repairs	Highland Park, NJ	2009 to Present
Borough of Cliffside Park 525 Palisade Avenue Cliffside Park, NJ 07010 (201) 945-3456 Sercan Zoklu	Water/Sewer & road maintenance & Rehabilitation Program 2009-2010	Cliffside Park	2006 to 2014
City of Hackensack 65 Central Avenue Hackensack, NJ 07601 (201) 646-3940 John Flanigan	Emergency water & sewer repairs	Hackensack, NJ	2011 to Present
United Water 700 Kinderkamack Road Oradell, NJ 07649 (201) 634-1215 Herb Imbornoni	Water Main Emergency services blanket	Various Locations	2004 to Present
Borough of Ramsey 33 North Central Avenue Ramsey, NJ 07446 (201) 825-3400 Ann Davaris	Emergency repairs to water & sewer system	Ramsey, NJ	2009
Borough of Tenafly 100 Riveredge Road Tenafly, NJ 07670 (201) 568-6100 Nancy Hatten	Emergency water main and/or storm and sanitary sewer repairs Riverside Cooperative Master Contract	Various Locations, NJ	2009

CITY OF HACKENSACK RELATED WORK EXPERIENCE

OWNER	DESCRIPTION	LOCATION	CONTRACT DURATION
Township of North Brunswick 710 Hermann Road North Brunswick, NJ 08902 (732) 247-0922 Justine Progebin	Sewer collection system maintenance & repair	North Brunswick, NJ	2009 to 2013
New Jersey American Water Co. 131 Woodcrest Road Cherry Hill, NJ 08003 (856) 727-6226 Charles Daniels	Emergency services	Various Locations	2004 to Present
Town of North Bergen 4233 Kennedy Boulevard North Bergen, NJ 07047 (201) 392-2040 Arleen Walther	Sewer maintenance & rehabilitation	North Bergen, NJ	2010 to Present

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN
THE CITY OF HACKENSACK

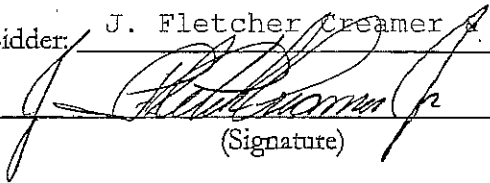
EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: J. Fletcher Creamer & Son, Inc.

By: ✓


(Signature)

Name of above: J. Fletcher Creamer, Jr.
(Print Name)

Title: Chief Executive Officer

Date: May 7, 2015

J. Fletcher Creamer & Son, Inc.
Company Owned Equipment

DESCRIPTION

COMPACTORS

Jumping Jack
Plate Tamper
Self Propelled Plate Tmper
Ramax Compactor 33"

AIR COMPRESSORS

Air Comp. - 185 cfm
Air Comp. - 375 cfm LP
Air Comp. - 935 cfm LP
Air Comp. - 400 cfm HP
Air Comp. - 825-900 cfm

CRANES

Crane Cwlr 80 TN
Crane Cwlr 110 TN
Crane Truck 23.5 TN
Crane RT Hyd 40MT
CRANE RT HYD 50MT

CUTTING

Demo Saw
Chain Saw 14"
Conc Saw Walkbehind 14"
Conc Saw Walkbehind 36"
Wachs Saw
Core Bore 1"-10"

DOZERS

PosiTrack Blade/Rake
Cat D-3 Dozer
Cat D-4 Dozer
Cat D-5 Dozer
Cat D-6 Dozer
Komatsu D38 Dozer
Cat D-3 LGP Dozer

DRILLING

J&B 48"/900K Thrust
DirDrill VMR33x44 w/ Mud
DirDrill Amer DD-6 w/ Mud

EXCAVATORS

Combo Hoe Case 580
Case 580 w/ Hammer
Case 590
Kom PC 35 Hyd Exc
Cat 325 Hyd Exc
Cat 345 Hyd Exc
Kom PC 95 Hyd Exc
Kom PC 95 w/ Hammer
Kom PC128 Hyd Exc
Kom PC128 w/ Hammer
Kom PC210 Hyd Exc

J. Fletcher Creamer & Son, Inc.

Company Owned Equipment

DESCRIPTION

Kom PC220 Hyd Exc
Kom PC 228 Hyd Exc
Kom PC 270 Hyd Exc
Kom PC 300 Hyd Exc
Kom PC 300 w/ Hammer
Kom PC 400 Hyd Exc
Cat 318 Hyd Exc Wheel
FIBER OPTIC
FOC Blow Condux w/ PP
FOC Blow Shrm&Rly w/PP
FOC Puller Arnco
FORK LIFTS
RT Fork IR VR90
RT Fork JCB505
RT Fork JCB550
Strght Mast Fork Lift
FUSING
Fusing Machine 2-4"
Fusing Mach 6-8"
Fusing Mach 8-16"
GENERATORS
Generator 3.5KW
Generator 5.0KW
Generator 7.5 KW
Generator 30KW
Generator 50KW
Generator 75KW
GROUND PIERCING
Bullet Grnd Peirce VRMR
LOADERS
Cat 928 Loader
Cat 938 Loader
Cat 950 Loader
Kom WA180 Loader
Kom WA380 Loader
Kom WA420 Loader
Kom WA450 Loader
Bobcat 943 Skidstear
Gehl SL5625 Skidstear
Cat 963 Crwlr Loader
MISCELLANEOUS
Blasting Mats
Conc Barrier Curb LF/DY
Conc Barrier Curb LF/WK
Conc Barrier Curb LF/MO
Conc. Bucket
Conc Mixer Portable
Concrete Vibrator

J. Fletcher Creamer & Son, Inc.
Company Owned Equipment

DESCRIPTION
Pipe Bender 1-3"
Pipe Bender 1-5"
Pavement Breaker
Rock Splitter
Rebar Bender Gas
Rebar Bender Elect
Spider Plow SP17
Spider Plow SP18
Swamp Mats Timber
Jack Hammer
Pipe Laser
Line Stop (no fittings)
Wrecking Ball Small
Wrecking Ball Large
Pres Washer Cold 3K psi
Pres Washer Hot
20' Storage Container
Conc. Buggy
Sand Blaster no sand/comp
Scissor Lift
Manhole Blower
Clayspade
Chipping Hammer
PILE DRIVING
Vulcan 01 Pile Driver
Vulcan 06 Pile Driver
Connmaco 65E Pile Driver
Pile Leads Per FT
Hyd Spotter Box
PUMPING
Subm Pump Elec 2"
Subm Pump Elec 3"
Trash Pump 3"
Trash Pump 4"
Trash Pump 6"
Trash Pump 8"
Trash Pump 12"
Hyd Pump 8" w/ PP
3" Discharge Hose 50'
4" Discharge Hose 50'
6" Discharge Hose 50'
8" Discharge Hose 50'
12" Discharge Hose 50'
Test Pump
ROCK DRILLS
Air Track I/R ECM490
Air Track I/R ECM590
ROLLERS

J. Fletcher Creamer & Son, Inc.
Company Owned Equipment

DESCRIPTION
Vibro Roller Walk V-30
Roller 2 Axle B-150 1 TN
Roller 2 Axl IR DD35 5 TN
Sngl Drum Roller IR SD100
SAFETY EQUIPMENT
Confined Space Eqp
Break Away Barricade
Traffic Cones (set of 10)
Wind Master Sign
Lamp Barricade
Plastic Drums (set of 5)
SCREENING EQUIPMENT
Screener Small
Screener Large
SHORING
Steel Plates SF/DY
Steel Plates SF/WK
Steel Plates SF/MO
Trench Box SM
Trench Box LG
SWEEPERS
Sweeper Ride On
Sweeper Walk Behnd
TAPPING EQUIPMENT
Tapping Mach 0.5"-1"
Tapping Mach 4"-12"
TRAILERS
Trailer Tag-a-long 4 TN
Trailer Tag-a-long 9 TN
Trailer Tag-a-long 12 TN
Trailer Tag-a-long 20 TN
Trailer Lo-boy 35 TN
Trailer Low-Boy 60 TN
Trailer Low-Boy 70 TN
Trailer Land All 35 TN
Trailer Drop Deck 32'
Trailer Drop Deck 53'
Trailer Flat 40'
Trailer Flat 48'
Trailer Stretch 40-60'
Trailer Tar Wagon
Trailer ExcaVac
Trailer Rodder
Trailer Arrow Board
Trailer VMS Sign
Trailer Light Tower
Trailer Pipe (HDPE)
Trailer Reel S/A

J. Fletcher Creamer & Son, Inc.
Company Owned Equipment

DESCRIPTION

Trailer Reel T/A
TRENCHERS
Trencher Vermeer LM-42
Trencher Tesmec 900 Chain
Trencher Tesmec 900 Wheel
TRUCKS
Rack
Boom
Dump Mason (NJ)
Dump Single Axle (NJ)
Dump Tandem (NJ)
Flatbed 15k f-450
Flatbed 25K
Flatbed 38K
P/U Crew
Mechanics
Welding
Tire w/ Lift Gate
Lube
Utility
Jet / Vac (4 hr min.)
Vacscavator (4 hr min)
Vac
Attenuator
Tractor (Trailer separate, see Trailer section)
Blasting
Rodding (4 hr min)
Winch
Unimog
Mann
Salt Spreader
TV
Cone
Bucket
Auger/Pounder
Mixer C&L
VIBRATORY HAMMERS
Vibro Hammer ICE 612
Vibro Hammer ICE 815
WELDERS
Welder 300A

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

CERTIFICATE OF EXPERIENCE

I hereby certify that the firm of J. Fletcher Creamer & Son, Inc. has (have)
performed the following work within the last three (3) years.

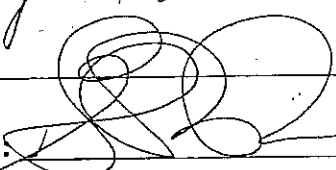
Name of Owner	Contract Amount	Type of Work	Name of Owner's Engineer	Address & Telephone # of Owner's Engineer	Approx. Date
See Attached					

Name of Bidder: J. Fletcher Creamer & Son, Inc.

(Print)

By: 

J. FLETCHER CREAMER, JR.
CHIEF EXECUTIVE OFFICER

Title: 

Glenn M. Rocca
Secretary

Witness: 

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (973) 770-5025 Carl Kneldinger	Route 3 Over the Passaic River Bridge Replacement - Including construction of 6 Bridges, 20 Retaining Walls, 4 Noise Walls, 19 Sign Structures, Drilled Shafts, Cast- In-Place Concrete, Structural Steel, Painting, Precast Box Beams, Electrical Work, Environmental Work, Drainage, Paving, Guide Rail, Striping, Reinforcing Steel & Landscaping	Clifton, Rutherford & Lyndhurst, NJ	\$ 162,336,420.00
PKF-Mark III, Inc. PO Box 390 Newton, PA 18940 (215) 968-5031 Larry Keough	Install Guide Rail & Signs for NJTA 6-9 Widening Contract T869.120.402	Robbinsville, NJ	\$ 2,785,434.00
Rencor, Inc. 24 Tannery Road, Suite 1-B Somerville, NJ 08876 (908) 534-2131 Robert Dunn	Install 7 Sign Structures, 14237' of Beam Guide Rail, & 10672' of dual face rail	Robbinsville, NJ	\$ 898,571.75
City of Hackensack 65 Central Avenue Hackensack, NJ 07601 (201) 646-7596 John Flanagan	Anderson Street Emergency Sewer Replacement	Hackensack, NJ	\$ 867,840.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Installation of VMS on the Garden State Parkway - North	Various Locations	\$ 11,150,908.70
Tilcon New York, Inc. 625 Mt. Hope Road Wharton, NJ 07885 (973) 366-7741 Joe Lotruglio	Install Sign Structures on Route 287	Morris Twp & East Hanover, NJ	\$ 1,866,859.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Joseph Lentini	Repair/Replace Guide Rail & Attenuators	Various Locations	\$ 8,886,101.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Joseph Lentini	Drainage Repairs Generated By Work Orders	Various Locations	\$ 1,000,000.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
George Harms Construction Co., Inc. PO Box 817 Farmingdale, NJ 07731 (732) 938-4004 Jim Duffe	Removal 51,000' of Beam Guide Rail & Install 46,184' of New Beam Guide Rail & Signs on the Garden State Parkway	Lakewood, NJ	\$ 1,316,329.79
Earle Asphalt Company PO Drawer 556 Farmingdale, NJ 07727 (732) 308-1113 Roy Huemer	Install 18 Sign Structures & 1029' of Drilled Shafts for the GSP Interchange 88 Improvements Project	Lakewood, NJ	\$ 4,765,061.45
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-2104 Quintin Viarnes	2014 Guide Rail Maintenance North Contract	Various Locations	\$ 3,476,667.00
PSE&G 80 Park Plaza Newark, NJ 07102 (732) 564-3952 Kristin Courtney	Grading, Concrete Foundations & Retaining Wall	Clifton, NJ	\$ 4,947,200.00
WA Chester, Inc. 4350 Parliament Place, Suite Q Lanham, MD 20706 (240) 487-1960 Bill Cook	Install 8 Manholes & 23,121' of Trenching Segments 1, 3 & 5	Merchantville, NJ	\$ 14,423,082.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 418-3097 Mike Mosher	Substation Additions @ Pleasant Valley Substation	Lambertville, NJ	\$ 970,528.00
Jersey City MUA 555 Route 440 Jersey City, NJ 07305 (201) 432-3755 Rajiv Prakash	Emergency Cleaning & Lining of Ogden Street	Jersey City, NJ	\$ 602,512.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Perform Substructure & Superstructure Repairs on the Garden State Parkway	Monmouth & Middlesex Counties	\$ 8,768,862.00
County of Cumberland 800 East Commerce Street Bridgeton, NJ 08302 (856) 453-2192 William Rafferty	4000' BGR & 110 End Treatments	Various County Locations	\$ 341,866.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement Mortar Line 4380' of 6"-16" Ductile Iron Pipe, Valves, Services & Hydrants	Fanwood, NJ	\$ 4,646,440.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement Mortar Line 21,860' of 6" Water Main, Temporary Bypass, Valves & Hydrants	Millburn & Maplewood, NJ	\$ 3,345,784.00
County of Atlantic 1333 Atlantic Avenue Atlantic City, NJ 08401 (609) 645-5898 Douglas Dimeo	Remove Existing Bridge Structure & Construct Temporary Arrow Bridge	Folsom, NJ	\$ 677,182.00
United Water New Jersey 650 From Road Paramus, NJ 07652 (201) 634-4242 Hetal Mistry	Slip Line 20" & 24" HDPE into 30" PCCP Pipe	Hillsdale, NJ	\$ 1,210,325.00
Jersey City MUA 555 Route 440 Jersey City, NJ 07305 (201) 432-1150 Kevin Carr	Install 1180' of 8"-12" PVC of Sanitary & Storm Sewers & Manholes	Jersey City, NJ	\$ 1,293,254.00
Sully-Miller Contracting Co. 135 S. College Blvd., Suite 400 Brea, CA 92821 (714) 578-9136 Jeremiah Brooks	Clean & Cement Mortar Line 10820' of 6"-30" Cast Iron Pipe & Install Temporary Bypass	Glendale, CA	\$ 635,890.00
Washington Suburban Sanitary Commission 14501 Sweltzer Lane Laurel, MD 20707 (301) 206-8290 Tiffany McGant	Replace 7860' of 4"-10" Cast Iron Pipe, Renew Valves, Services & Hydrants	Avondale, MD	\$ 2,344,480.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3259 John Gillespie	Install 1560' of 8", 20", 24" & 36" Ductile Iron Water Main	Millburn, NJ	\$ 429,500.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement Mortar Line 17065' of 6" Cast Iron Pipe Framework Agreement	Westfield, NJ	\$ 2,257,636.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
Washington Suburban Sanitary Commission 14501 Sveltzer Lane Laurel, MD 20707 (301) 206-8245 D. Hunter	Replace 12145' of 4"-12" Cast Iron Pipe, Valves, Services & Hydrants	Bladensburg, MD	\$ 1,479,450.00
Middlesex Water 1500 Ronson Road Iselin, NJ 08830 (732) 634-1500 Brian Carr	Clean & Cement Mortar Line Water Mains & Replace Water Mains RENEW 2014	Woodbridge, NJ	\$ 2,585,397.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Install Water Main w/Jack & Bore	Scotch Plains, NJ	\$ 645,235.00
PSE&G/Black & Veatch 900 Regency Parkway, Suite 300 Cary, NC 27518 (919) 462-7368 Elizabeth Hampton	(Civil Work for Substation Additions; Including Sitework, Concrete Foundations, Drainage	Branchburg, NJ	\$ 2,727,900.00
Intercounty Paving Assoc. LLC 859 Willow Grove St Hackettstown, NJ 07840 (908) 952-5888 John Perucci	26000' BGR, Els, & Boxout for Non-Veg	Route 9, NJ	\$ 898,702.09
Schiavone Construction Co., Inc. 150 Meadowlands Parkway Secaucus, NJ 07094 (201) 867-5070 Rick Lorring	Install 4444 SY Non-Veg & 6634' BGR & 12 End Treatments	Stafford Twp., NJ	\$ 249,688.00
United Water 650 From Road Paramus, NJ 07652 (201) 634-4247 Vito Spadavecchia	Install Ductile Iron Pipe & Services	Rahway, NJ	\$ 1,059,390.00
PSE&G 100 Eagle Rock Avenue East Hanover, NJ 07936 John Terry	Construct Access Roads, Foundations, Soil Erosion & Drilled Shafts	Delaware River East Through the GAP	\$ 14,900,075.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Drainage Repairs on the Turnpike from MP 117 to 122	Bergen County, NJ	\$ 12,863,471.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
Washington Suburban Sanitary Commission 14501 Sweltzer Lane Laurel, MD 20707 (301) 206-8245 Ahmed Balg	Replace 19,602' of 4"-8" Cast Iron Pipe, Valves, Services & Hydrants	Camps Springs, MD	\$ 2,230,375.00
IEW Construction Group, Inc. PO Box 8008 Trenton, NJ 08850 (609) 586-5005 Chad O'Connor	3900' BGR, 1687 SF Signs & 34' 12" Water Main	Woodbridge, NJ	\$ 270,297.70
Montesano Brothers, Inc. 79 Plain Avenue New Rochelle, NY 10801 (914) 235-4800 Vito Blotta	Install 1,000' of 4"-12" Water Main & Services	Clarkstown & Ramapo, NY	\$ 329,571.94
City of Baltimore 300 Abel Wolman Bldg. Baltimore, MD 21202	Install 10,075' of 6"-20" Water Main, Services & Restoration	Baltimore, MD	\$ 4,817,470.00
United Water New York 650 From Road Paramus, NJ 07652 (201) 261-2190 Tara Bulin	Construct Well Improvements; including Pumps, Piping, Electric & Chemical Containment	Montebello, NY	\$ 1,575,000.00
PKF Mark III, Inc. PO Box 390 Newtown, PA 18940 (215) 988-5031 Larry Keough	4696' BGR, 2353 SY Non-Veg & 5 Sign Structures	Edison, NJ	\$ 623,514.00
South State Inc. PO Box 68 Bridgeton, NJ 08302 (856) 451-5300 Jeff Dumas	25,850' GR, 5 Sign Strs, Drilled Shaft End & 17,831 SY Berr	Galloway Twp., NJ	\$ 175,000.00
Washington Suburban Sanitary Commission 14501 Sweltzer Lane Laurel, MD 20707 (301) 206-8245 Ahmed Balg	Replace 13,585' of 4"-16" Cast Iron Pipe, Renew Valves, Services & Hydrants	College Park V, MD	\$ 3,487,478.50
CCA Civil, Inc. 525 Washington Blvd. Jersey City, NJ 07310 (201) 876-2788 Gaby Antoun	Install 47,214' of Various Types of Bridge Railing	Jersey City, NJ	\$ 6,333,204.00
A.P. Construction Navy Yard Corporate Center One Crescent Dr. Philadelphia, PA 19112	8208' Type 2-S GR & 5487' Chain Link Fence	Philadelphia, PA	\$ 367,341.95

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
DeFoe Corp 800 South Columbus Avenue Mount Vernon, NY 10550 (914) 699-7440 Anthony Macri	Install 1379' BGR & 3737' Thrie Beam GR Bridge	Teaneck, NJ	\$ 313,142.80
New Prince Concrete Construction, Co. 215 Ellen Terrace Hackensack, NJ 07601 (201) 488-8208 John Maisano	stall BGR, Dual Face BGR, Rub Rail & Removal of GR & ET	Teaneck, NJ	\$ 100,000.00
Union Paving & Construction Co., Inc. 1140 Globe Avenue Mountainside, NJ 07092 (908) 232-4100 Joseph Bastone	rect 16 Sign Structures, Remove 17 Strs. & 14,726 SF Pane	Parsippany-Troy Hills, NJ	\$ 523,000.00
Union Paving & Construction Co., Inc. 1140 Globe Avenue Mountainside, NJ 07092 (908) 232-4100 Joseph Bastone	Install 9,000' of Water Main & Services on Route 35	Toms River, NJ	\$ 992,362.00
New Jersey Turnpike Authority PO Box 66 Bridgeton, NJ 08302 (732) 750-5300 Richard Raczynski	Replace 74 Sign Structures & Foundations	GSP & NJT Various	\$ 21,674,244.00
American Water Operations & Maintenance PO Box 233 Laurel, MD Brian Morrison	Install 1,850' of 6"-12" Water Main, Hydrants & Valves	Fort Mead, MD	\$ 2,568,580.00
PSE&G 80 Park Plaza Newark, NJ 07102	Excavation, Install Steel Pipe Piles, Foundations, Conduit, Grading & Paving	Jersey City, NJ	\$ 14,320,512.50
Northwest Bergen County Utilities Authority 30 Wyckoff Avenue Waldwick, NJ 07463 (201) 447-2660	Jack & Bore 70' of 36" Casing Under NYS&W Railroad	Franklin Lakes, NJ	\$ 313,807.25
County of Camden 2311 Egg Harbor Rd Lindenwold, NJ 08021	Install 9643' of BGR & 21 End Treatments	Camden County, NJ	\$ 313,994.44
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-6355 Anthony Genovese	Median Xover- 51,851' of Various Types of GR	Various NJ Locations	\$ 4,736,436.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>CONTRACT</u>
<u>2013</u>			
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-2104 Darin Thorne	2013 Guide Rail Central Maintenance Contract	Various Locations	\$ 2,287,887.00
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-2104 Darin Thorne	2013 Guide Rail North Maintenance Contract	Various Locations	\$ 3,636,722.00
New Jersey Department of Transportation 200 Stierli Court Mt. Arlington, NJ 07856 (973) 601-6670 Chrissa Roessner	Rt. 4 Flat Rock Brook Bridge Deck Replacement	Englewood, NJ	\$ 1,497,845.00
American Dream Meadowlands 300 Paterson Plank Road East Rutherford, NJ 07070 (201) 635-3645 Brian Richardson	Construct a 2-Stage Surcharge	East Rutherford, NJ	\$ 450,000.00
Pepco-Delmarva Power 630 Martin Luther King Jr. Blvd. Wilmington, DE 19899 (302) 463-0416	Manholes, Duct Bank & Helical Piles @ Christian Substation	Wilmington, DE	\$ 1,352,477.00
Bonanno Real Estate Group PO Box 1286 Teaneck, NJ 07666 (201) 833-2600 James P. Thompson	Parking Lot Improvements; Including New Storm Drainage	Fairview, NJ	\$ 281,270.00
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8245 Tiffany McGrant	Water House/Water Main Replacement	Chapel Oaks, MD	\$ 1,146,228.00
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8245 Tiffany McGrant	Hillside II Water Main Replacement	Hillside, MD	\$ 1,194,830.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 418-3097 Ragnar Reyes	Roseland Substation-Phase 3	Roseland, NJ	\$ 6,865,355.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
United Water New York 700 Kinderkamack Road Oradell, NJ 07649 (201) 261-2190 Shurielek Robinson	Replace 6" & 8" DIP Water Main	Haverstraw, NY	766,600.00
California Dept. of Transportation 1976 E. Charter Way/E. Martin Luther King Blvd Stockton, CA 95205	Install Double Thrle Beam Barrier	Los Banos, CA	1,238,269.00
George & Lynch, Inc. 150 Lafferty Lane Dover, DE 19901 (302) 342-3154 Michael Delp	Install 1806' BGR, 3 Sign Structures & 3 Drilled Shaft Foundations	Milford, DE	315,460.00
W.A. Chester, Inc. 4390 Parliament Place, Suite Q Lanham, MD 20706 (240) 487-1960 Bill Cook	Instal(3 Poured-In- Place Manholes for PSE&G	Clifton, NJ	743,600.00
PSE&G 472 Weston Canal Road Somerset, NJ 08873 (732) 803-4379 Al Ignacio	Install 4 Manholes & 1240' of Conduit	Piscataway, NJ	520,911.00
JBL Electric 3001 South Clinton Avenue South Plainfield, NJ 07080 (800) 525-4628 William McFarlane	Civil and Foundation Work @ PSE&G Fanwood Substation	Fanwood, NJ	1,351,275.00
S.M. Electric Co. 601 New Brunswick Avenue Rahway, NJ 07065 (732) 388-3540 Peter Cheeche	Civil Work @ PSE&G Springfield Road Substation	Union, NJ	1,645,855.00
United Water New York 700 Kinderkamack Road Oradell, NJ 07649 (201) 261-2190 Shurielek Robinson	Upper Nyack Water Main Replacement	Upper Nyack, NY	976,060.00
City of Arcadia 240 W. Huntington Drive Arcadia, CA 91006 (626) 574-5145 Phillip Wray	Arterial ITS-Phase 2 Install Approximately 12,000' of PVC Fiber & Conduit	Arcadia, CA	804,601.00
Carr & Duff, Inc. 2100 Byberry Road Huntingdon Valley, PA (215) 672-4200 Peter Huber	PTC Foundation Package, Spread Footings, Erect Structures & Traffic Control	Bensalem, PA	239,979.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
Jersey City Municipal Utilities Authority 555 Route 440 Jersey City, NJ 07305 (201) 376-7034 Mr. Rajib	Aqueduct Rehabilitation-Phase 2	Cedar Grove, NJ	\$ 2,467,700.00
City of Pasadena 100 North Garfield Avenue Pasadena, CA 92376 (626) 774-7402 Arnold Dichosa	Install Approximately 10,000' of 1 1/2" HDPE Innerduct	Pasadena, Ca	\$ 551,777.00
United Water New York 700 Kinderkamack Road Oradell, NJ 07649 (201) 261-2190 Shuriek Robinson	Water Main Installation	Congers, NY	\$ 797,110.00
California Dept. of Transportation 1352 W. Olive Avenue Fresno, CA 93778 (559) 243-3543 Mark Mengoni	Install 20,400' of Double Thyrle Beam & Grading	Coalinga, CA	\$ 2,128,017.00
PSE&G 472 Weston Canal Road Somerset, NJ 08873 (973) 365-5361 Chris Fuehrer	Install 9 Manholes, 2520' of Conduit, 130' of 42" Conduit & a Jack & Bore	Somerset, NJ	\$ 1,199,900.00
PSE&G 472 Weston Canal Road Somerset, NJ 08873 (201) 420-3950 Jim Cavanaugh	Install 24" Gas Main	Jersey City, NJ	\$ 635,085.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 418-3097 Mike Mosher	Construction New Substation	Montgomery, NJ	\$ 3,430,000.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Framework Agreement Clean & Cement Mortar Line 17,800' of 16" CIP	West Orange, NJ	\$ 1,387,109.00
Town of Mount Pleasant One Town Hall Plaza Valhalla, NY 10595 Robert Guena	Clean & Cement Mortar Line Water Mains & Miscellaneous Modifications-Phase B	Mount Pleasant, NY	\$ 3,247,460.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
Eli, Inc. 530 South Avenue East Cranford, NJ 07016 (908) 276-1000 Dennis Cronin	Civil Work for PSE&G Substation Upgrades	Cinnaminson, NJ	\$ 2,252,470.00
W.A. Chester, Inc. 4390 Parliament Place, Suite Q Lanham, MD 20706 (240) 487-1960 Bill Cook	PSE&G Bergenfield/Teaneck Oil Static Line	Bergenfield, NJ	\$ 1,044,285.00
PSE&G 80 Park Plaza Newark, NJ 07102 (816) 822-3824 Bill Brackman	Construct PSE&G Substation	Bergenfield, NJ	\$ 8,061,600.00
City of Newark 220 Elkton Road Newark, DE 19711 (302) 366-7138 Tom Coleman	2012/2013 Cleaning & Lining Program	Newark, DE	\$ 516,772.00
G4S Technology, LLC 910 Oaktree Road South Plainfield, NJ 07080 (732) 857-4269 Gary Ernest	Install/Relocate 31,343' of Conduit	GSP MM 100 to 83	\$ 3,435,475.00
AGL Resources 520 Green Lane Union, NJ 07083 Bruce Garrett (630) 338-3687	New Village-Warren Glen 8" Steel Pipeline Project	Stewartsville, NJ	\$ 4,180,707.00
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8245 Tiffany McGrant	Water Main Replacement Dorchester Estates-Phase 1	Clinton, MD	\$ 974,164.00
PSE&G 472 Weston Canal Road Somerset, NJ 08873 (908) 412-7697 Mike Fraccolo	Site Work for PSE&G Hopatcong Substation	Sparta, NJ	\$ 5,079,510.00
New Jersey American Water Co. 120 Ralder Blvd. Hillsborough, NJ 08844 (908) 431-3264 Manoj Patel	2012 Cleaning & Lining of Water Mains	Various Locations	\$ 5,599,545.00

OWNER	WORK PERFORMED	LOCATION	CONTRACT
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8245 Tiffany McGrant	Water Main Replacement Dorchester Estates-Phase II	Clinton, MD	1,116,306.00
Middlesex Water Company 1500 Ronson Road Iselin, NJ 08830 (732) 634-1500 Michael Hanna	Bordertown-Amboy Turnpike 30" Pipe Relocation	Sayreville, NJ	498,400.00
California Dept. of Transportation 100 S. Main Street Los Angeles, CA 90012 (213) 897-3656 Guillermo Poles	Install MBGR & Drainage	Palmdale/Lancaster, CA	1,563,024.00
R.E. Pierson Construction Co. PO Box 430 Woodstown, NJ 08098 (856) 769-8244 Jeff String	Install Guide Rail Over Route 168 & Route 17	Belmar/Haddon Hts, NJ	340,761.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Framework Agreement to Clean & Cement Mortar Line 18,012' of 6" CIP	Various Locations	2,857,112.00
United Water 700 Kinderkamack Road Oradell, NJ 07649 (201) 261-2190 Shurief Robinson	Construction of Water Storage Tank	Franklin Lakes, NJ	6,664,000.00
Middlesex Water 1500 Ronson Road Iselin, NJ 08830 (732) 634-1500 Brian Carr	2013 RENEW Cleaning & Lining of Waste Mains	South Amboy, NJ	3,486,025.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 418-3097 Mike Mosher	Install Substation Additions @ Sewaren Switching Station	Woodbridge Township, NJ	8,105,920.00
United Water Toms River 15 Adafre Avenue Toms River, NJ 08754 (732) 349-0227 Robert Pennman	Install 1600' of 12" DIP & Remove 12" AC Pipe	Toms River, NJ	774,975.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement Mortar Line 24,600' of 6" & 8" CIP Valves, Hydrants & Services	West Orange, NJ	\$ 4,153,940.00
W.A. Chester, Inc. 4390 Parliament Place, Suite Q Lanham, MD 20706 (240) 487-1960 Bill Cook	Install 8 Poured-In-Place Manholes & 10,184' of Trenching	Merchantville, NJ	\$ 4,718,970.00
United Water 700 Kinderkamack Road Oradell, NJ 07649 (201) 634-4247 Vito Spadavecchia	Install DIP & Services	Rahway, NJ	\$ 1,059,390.00
Bergen County, DPW One Bergen County Plaza Hackensack, NJ 07601 (201) 336-6839 Joseph Crifasi	Perform Site Preparation for New Building & Parking Garage	Hackensack, NJ	\$ 7,513,000.00
United Water New York, Inc. 360 West Nyack Road West Nyack, NY 10994 (201) 225-5113 Tara Bullin	Construct Wall Improvements, Pumps, Piping, Electric & Chemical Containment	Montebello, NY	\$ 1,575,000.00
Delaware River & Bay Authority Administration Building Delaware Memorial Bridge New Castle, DE 19720 (302) 571-6357 James Hogan	Furnish & Install 16 VMS Support Structures	New Castle/Pennsville/ Salem, DE & NJ	\$ 2,374,707.00
2012			
Bergen County, DPW One Bergen County Plaza Hackensack, NJ 07601 (201) 336-6838 Arthur D'Alessio	Rehabilitation of Court Street Bridge	Hackensack & Bogota, NJ	\$ 20,271,838.00
NJ Department of Transportation 10 Daniels Way Freehold, NJ 07728 (732) 308-4073 John Szafranski	Rt. 9 over Main Street, bridge superstructure replacement	Woodbridge, NJ	\$ 2,737,987.00
NJ Department of Transportation 200 Steirll Court Mount Arlington, NJ 07856 (973) 770-5025 Carl Kneldinger	I-78 Essex/Union Rehabilitation-Contract C MP 56.22 to MP 58.43	Newark, NJ	\$ 12,731,774.00

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
NJ Department of Transportation 200 Steirli Court Mount Arlington, NJ 07856 (973) 770-5025 Carl Kneldinger	US Rt. 46 bridge deck replacements	Clifton, NJ	\$ 5,939,713.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5500 John Ernst	Garden State Parkway Roadway Improvements at Interchanges 154 & 155P; Including grading paving, lighting & retaining walls	Clifton, NJ	\$ 8,529,005.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 418-3097 Mike Mosher	Improvements to the Locust Street Substation; including 5 transformer foundation, oil retention basins, 80 spreadfoot foundations, grounding & control house	Camden, NJ	\$ 2,652,380.00
Tishman Construction Corp. 249 S. Rhode Island Avenue Atlantic City, NJ 08401 (609) 568-9310 Robert Smith	Installation of offsite signage for Revel Casino	Atlantic City, NJ	\$ 800,000.00
District of Columbia Water & Sewer Auth. 5000 Overlook Avenue Washington, DC 20032	Large diameter water main Internal joint repairs	District of Columbia	\$ 3,465,000.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 418-3097 Mike Mosher	Improvements to Sunnymeade Substation; Including new foundations, conduit & grounding	Hillsborough, NJ	\$ 549,754.00
United Water New York 700 Kinderkamack Road Oradell, NJ 07649 (201) 261-2190 Shurleik Robinson	Tanney's Lane Pipe Replacement	West Haverstraw, NY	\$ 325,000.00
Virginia Department of Transportation 1401 East Broad Street Richmond, VA 23219 (804) 333-7933 David Steele	District-wide guardrail upgrades	Fredericksburg, VA	\$ 1,892,474.00
Middlesex Water 1500 Ronson Road Iselin, NJ 08830 (732) 634-1500 Brian Carr	RENEW 2012 Program Clean & cement mortar line 37,000' of 6"-12" cast iron pipe & install 4300' of 6"-12" ductile iron pipe	Edison, NJ	\$ 3,486,025.00
United Water New Jersey 200 Old Hook Road Harrington Park, NJ 07640 (201) 767-3111 Mohammed Sellimgir	Construct helical pile re-enforced foundation, with associated utility	Haworth, NJ	\$ 633,130.00

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
BNE Real Estate Group 16 Microlab Road Livingston, NJ 07039 (973) 992-2443 James Puleo	Perform site work; Including mass rock removal for Whitehall Towers	Fort Lee, NJ	\$ 3,750,000.00
Shaw Environmental 2790 Mossdale Blvd. Monroeville, PA 15146 (412) 380-4081 Donna Nepra	Design/build bridges for Kane Mitigation Bank	Carlstadt, NJ	\$ 852,400.00
Washington Suburban Sanitary Commission 14501 Sweltzer Lane Laurel, MD 20707 (301) 206-8290 Ana Debevoise	Replace 10,665' of 4"-10" cast iron pipe, renew services, hydrants & valves	Chevy Chase, MD	\$ 1,342,733.00
California Department of Transportation 100 S. Main Street Los Angeles, CA 90012 (213) 897-8244 Guillermo Potes	Install 21,000' of metal beam guide rail & drainage inlets	Palmdale, CA	\$ 1,563,024.00
California Department of Transportation 1352 W. Olive Avenue Fresno, CA 93778 (559) 243-3543 Mark Mengoni	Install 20,400' of double thrie beam & grading	Coalinga, CA	\$ 2,128,017.00
Eli, Inc. 530 South Avenue East Cranford, NJ 07016 (908) 276-1000 Dennis Cronin	Civil work for PSE&G sub-station upgrades	Cinnaminson, NJ	\$ 2,252,470.00
California Department of Transportation 1727 30th Street Sacramento, CA 95816 (916) 227-0716	Install 10,300' of guide rail & concrete vegetation control	Banning, CA	\$ 888,330.00
KDC Solar TLS, LLC 1545 US Highway 206 Bedminster, NJ 07921 (908) 212-3625 Jason Mansilla	Installation of a 6Mw solar array at the Lawrenceville School	Lawrenceville, NJ	\$ 7,870,651.00
City of Wilmington 800 N French St., Wilmington, DE 19801 (302) 576-2429 Larry Carson	Clean & cement mortar line 18,767' of 6" & 8" cast iron pipe & replace 894' of 6" cast iron pipe	Wilmington, DE	\$ 1,515,226.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
Washington Suburban Sanitary Commission 14501 Sweltzer Lane Laurel, MD 20707 (301) 206-8245 Tiffany McGrant	Replace 8891' of 8"-12" cast iron pipe	Hillside, MD	1,194,830.00
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-2104 Quintin Viernes	Guide Rail North Maintenance Contract	Various Locations	3,894,447.00
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-2104 Quintin Viernes	Guide Rail Central Maintenance Contract	Various Locations	2,024,767.00
Macon Water Authority 790 2nd St. P.O. Box Macon, GA 31201 (478) 464-5600 Randy Smith	Clean & cement mortar line 12,000' of 6" cast iron pipe	Macon, GA	300,000.00
New Jersey American Water Co. 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3264 Manoj Patel	2012 Cleaning & Lining Program	Various Locations	1,559,545.00
Central Valley Independent Network, LLC 9479 Fort Washington Fresno, CA (559) 554-9100 Fred Ritter	Installation of 2400 miles of Innerduct Segment 27	Grass Valley, CA	4,133,474.00
PSE&G 80 Park Plaza Newark, NJ 07102 (908) 412-7697 Mike Fraccio	Site & civil work at the Hopatcong Substation	Sparta, NJ	5,079,510.00
AGL Resources-Elizabethtown Gas 520 Green Lane Union, NJ 07083	Installation of 8" steel pipeline at New Village Warren Glen	Stewartsville, NJ	4,180,707.00
S.M. Electric Co. 601 New Brunswick Avenue Rahway, NJ 07065 (908) 276-1000 Peter Chesche	Civil work for PSE&G Laurel Avenue Substation	Livingston, NJ	3,785,080.00
Jersey City MUA 555 Route 440 Jersey City, NJ 07305 (201) 376-7034 Mr. Rajib	Aqueduct Rehabilitation Phase 2	Various Locations, NJ	2,467,700.00

J. FLETCHER CREAMER & SON, INC.

OWNER
 JBL Electric
 3001 South Clinton Avenue
 South Plainfield, NJ 07080
 (800) 525-4628

PSE&G
 80 Park Plaza
 Newark, NJ 07102
 (973) 418-3097 Mike Mosher

WORK PERFORMED

<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>CONTRACT</u>
Civil work & foundations for PSE&G Fanwood Substation	Fanwood, NJ	\$ 1,351,275.00
Install substation addition at Linden Switch Station	Linden, NJ	\$ 1,692,530.00