

Lowest
Vendor



COPY

Two (2) Four (4) Yard Rubber Wheel Front End Loaders
to Plow Snow from Parking Lots and
City Streets located in the City of Hackensack, New Jersey.
As designated by the Department of Public Works and
Rental of Equipment for Snow Plowing and Snow Removal
with the City of Hackensack.

Date Packet Available: Thursday, January 21, 2016

Bid Due By: Thursday, February 4, 2016 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

S H I P T O V E N D O R	DEPT 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.	16-01994

ORDER DATE: 05/12/16

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	SNOW PLOW&REMOVAL OPERATIONS SNOW PLOWING AND REMOVAL RESOLUTION 184-16 CITY COUNCIL 5/3/16	6-01-26-290-291-204 SNOW REMOVAL- OUTSIDE SVC/HIRE	45,000.0000	45,000.00
			TOTAL	45,000.00

DEPT

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Battaglia			X				
Deputy Mayor Canestrino	X		X				
Sims						X	
Keeling-Geddis		X	X				
Mayor Labrosse			X				

CITY OF HACKENSACK

RESOLUTION NO. 184-16

**RESOLUTION AUTHORIZING THE AWARD OF BID CONTRACT
FOR SNOW PLOWING AND REMOVAL OPERATIONS**

WHEREAS, the City of Hackensack advertised and received bids for the equipment and operators to plow and remove snow from City streets and parking lots; and

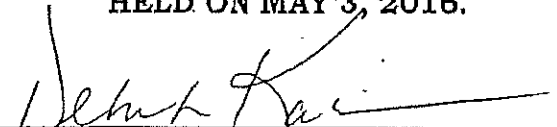
WHEREAS, bids were received and opened on February 4, 2016; and

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 of 101 E. Broadway, Hackensack, NJ 07601 is hereby awarded a contract at the price not to exceed \$185.00 per hour, in accordance with the specifications advertised thereof.
2. The Chief Financial Officer has certified the availability of funds 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 Mayor 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 MAY 3, 2016.**


DEBORAH KARLSSON, CITY CLERK

Mayor and Members of the City Council

#A15-2016

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: Snow Plowing and Removal

VENDOR: J. Fletcher Creamer & Son
101 E. Broadway
Hackensack, NJ 07601

NOT TO EXCEED: \$45,000 annually
(@ \$185 / hour)

ACCOUNT: 6-01-26-290-291-204



James A. Mangin

Chief Financial Officer

Qualified Purchasing Agent

May 4, 2016



J. FLETCHER CREAMER & SON, INC.

C O N T R A C T O R S

101 EAST BROADWAY • HACKENSACK, NEW JERSEY 07601-6851 • (201) 488-9800 • FAX (201) 488-2901
www.jfson.com

April 5, 2016

Ms. Monica Villafana
Director of Purchasing
Finance Department
City of Hackensack
65 Central Avenue
Hackensack, NJ 07601

Reference: Snow Plowing
Bld Date February 4, 2016

Dear Ms. Villafana:

In response to your email, dated April 4, 2016, J. Fletcher Creamer & Son, Inc. agrees to the City of Hackensack's request to hold our bid prices for an additional month.

Sincerely,

J. Fletcher Creamer & Son, Inc.

Dale A. Creamer
RB

Dale A. Creamer
Executive Vice President

/rb

cc: R. DeNicola
File

CITY OF HACKENSACK
TALLY SHEET
SNOW PLOW
THURSDAY, FEBRUARY 4, 2016 AT 10:00A.M

To be 4/13/16
Decided in
the meeting
of May 3.

Two (2) Four (4) Yard Front-End Loaders to Plow Snow from Parking Lots
Located in the City of Hackensack, New Jersey as Designated by the Department of Public
works.

Name of Vendor: J. Fletcher Creamer and Son, Inc.

Front-End Loader Description: CAT 950G Loader

**Hourly Rate: \$ 185.00

Operating Hourly Rate: \$ 185.00

Standby Hourly Rate: \$ 185.00

Minimum Number of Hours for each Call-Out: 8

1/1/2016
Contact

Hauling

16 cubic yard (30 available)	@ \$ 125.00 per hour
10 cubic yard (10 available)	@ \$ 100.00 per hour
Front End Loader ¾ cubic yard (6 available)	@ \$ 190.00 per hour
Front End Loader 1 cubic yard (6 available)	@ \$ 190.00 per hour
Front End Loader 2 cubic yard (4 available)	@ \$ 215.00 per hour
Front End Loader 3 cubic yard (4 available)	@ \$ 240.00 per hour
Front End Loader 4 cubic yard (4 available)	@ \$ 240.00 per hour
Front End Loader 7 cubic yard (2 available)	@ \$ 265.00 per hour
Bulldozer D-6 (2 available)	@ \$ 195.00 per hour
Bulldozer D-8 (1 available)	@ \$ 240.00 per hour

For
Jim
my copy

May 3
meeting

CITY OF HACKENSACK
TALLY SHEET
SNOW PLOW
THURSDAY, FEBRUARY 4, 2016 AT 10:00A.M

Two (2) Four (4) Yard Front-End Loaders to Plow Snow from Parking Lots and City Streets Located in the City of Hackensack, New Jersey as Designated by the Department of Public works.

Name of Vendor: New Prince Concrete Construction Company, Inc.

Front-End Loader Description: CAT 950G Front End Loaders

**Hourly Rate: \$ 225.00

Operating Hourly Rate: \$ 125.00

Standby Hourly Rate: \$ 100.00

Minimum Number of Hours for each Call-Out: 6

Front-End Loader Description: CAT 930K Front End Loaders

**Hourly Rate: \$ 225.00

Operating Hourly Rate: \$ 125.00

Standby Hourly Rate: \$ 100.00

Minimum Number of Hours for each Call-Out: 6

Hauling

16 cubic yard (5 available)	@ \$ 145.00 per hour
Graders CAT 120G (1 available)	@ \$ 350.00 per hour
Front End Loader 2 cubic yard (2 available)	@ \$ 300.00 per hour
Bulldozer D-51 (1 available)	@ \$ 450.00 per hour

Prepared by: Monica Villafana

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, February 4, 2016 at 10:00 A.M., prevailing time, then publicly opened and read aloud for:

TWO (2) FOUR (4) YARD RUBBER WHEEL FRONT END LOADERS TO PLOW SNOW FROM PARKING LOTS AND CITY STREETS LOCATED IN THE CITY OF HACKENSACK, NEW JERSEY, AS DESIGNATED BY THE DEPARTMENT OF PUBLIC WORKS AND RENTAL OF EQUIPMENT FOR SNOW PLOWING AND SNOW REMOVAL WITH 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.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 regarding equal employment opportunity, as amended.

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

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.

THE CITY OF HACKENSACK
INSTRUCTIONS TO BIDDERS

SCOPE:

The work performed shall consist of providing rental equipment for removal of snow with mobile equipment as hereinafter specified on City roads. This work shall be performed at any time of the day or night as directed by the Superintendent of Department of Public Works.

1) TERM OF THE CONTRACT:

- The term of the contract shall be for a 1 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, February 4, 2016

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:

Two (2) Four (4) Yard Rubber Wheel Front End Loaders
to Plow Snow from Parking Lots and
City Streets located in the City of Hackensack, New Jersey.
As designated by the Department of Public Works and
Rental of Equipment for Snow Plowing and Snow Removal
with 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 contacting 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 shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by The City of Hackensack. The contractor shall be responsible for compliance with this paragraph by all subcontractors.

A. Workmen's Compensation Insurance:

- The contractor shall take out and maintain during the life of the contract Worker's Compensation Insurance for all his employees working under this contract, and in any case any work is sublet; the contractor shall require the subcontractor to similarly provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor.

B. Public Liability Insurance:

- The contractor shall take out and maintain during the life of the contract such Public Liability (Bodily Injury and Property Damage) Insurance as shall protect him and any subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by himself or by any contractor or by anyone directly or indirectly employed by either of them. The contractor shall maintain minimum coverage of the types and in the

amounts herein specified either by furnishing insurance policies naming the City as the insured or by having a certificate of insurance executed by the insurance company and delivered to Deborah Karlsson, City Clerk, 3rd Floor, 65 Central Avenue, Hackensack, NJ 07601.

The minimum amount of such insurance shall be as follows:

BODILY INJURY LIABILITY:

Each Person: \$ 1,000,000

Each Accident: \$ 500,000

PROPERTY DAMAGE LIABILITY:

Each Accident: \$ 100,000

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured and Deborah Karlsson, City Clerk is notified in writing in not less than ten (10) days prior to such changes or cancellation.

If any part of the contract is sublet, the contractor is responsible for the sublet being adequately covered by the insurance hereinabove described.

C. Proof of Carriage of Insurance:

- The contractor shall furnish Deborah Karlsson, City Clerk with satisfactory proof of carriage of the insurance required.

- 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".

- 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
Standard Public Contracts
P.O. Box 389
Trenton, NJ 08625-0389
(609) 292-2259

44. EQUIPMENT:

A. Trucks, Plows, and other Equipment:

- The trucks, plows, and/or equipment which are to be used during the contract period shall be listed as to quantity, year, make, model, GVW, class, etc. And shall be available around the clock during the contract period.
- All trucks shall be in good mechanical condition and must be equipped with dual pneumatic tires in rear and single pneumatic tires in front. The equipment, when plowing snow, shall also include head and tail lights, a flasher, rotating beacon, or trouble light, a complete set of skid chains available to be mounted onto the rear wheels when conditions make it necessary or as directed by the Superintendent of Department of Public Works, windshield wipers, heater, and defroster, and sufficient ballast.

B. Inspection:

- Before award, trucks will be subject to inspections as to capacity by an authorized representative of the City of Hackensack. In addition, the City reserves the right to make a rigid inspection as to mechanical and safety features of any truck dispatched to the work site during the contract period. Such inspection shall in no way relieve the contractor of the responsibility of furnishing vehicles in compliance with all of the requirements of this specification.

C. Breakdowns:

- The City will not pay for time lost due to breakdown of the contractor's equipment or while repairs are being performed to the contractor's equipment.
- Expenses for the operation, care, repair, and replacement of parts of trucks, workmen's compensation, employer's liability insurance, unemployment compensation, and social security on drivers plus expenses incurred for meals by drivers are to be borne by the contractor.

45. UTILIZATION TIME FOR EQUIPMENT:

No payment will be made for the time involved in traveling to and from the contractor's yard/garage and the dispatch point, Department of Public Works (120 East Broadway, Hackensack, NJ 07601). Utilization time will commence when the operator reports to the dispatch point ready to work. The driver of each piece of equipment will report to the supervisor/snow desk when reporting to start work and when completing his shift (payments will be based on these times). Every effort will be made to notify the contractor two (2) hours prior to reporting for a snow emergency.

46. SPECIAL CONDITIONS:

Trucks and/or other equipment will, at the discretion of the Superintendent of Department of Public Works or his authorized representative, be rented ONLY when there is a requirement to supplement the City Fleet. The Superintendent of Department of Public Works or his authorized representative will notify the contractor when he is to send equipment to the dispatch point. Successful Bidders who are notified by the City to report to the dispatch point but do not actually do any work for the City will be compensated at the prices(s) bid for "Standby Time" in the Bidders Proposal.

47. STANDBY TIME:

The hourly rate as note in the Bidders Proposal for standby time will be paid to successful Bidders only when they have been directed by the Superintendent of Department of Public Works or his authorized representative to report to the dispatch point, but do not do any work. A maximum of two (2) hours, standby time per vehicle, per occurrence will be paid standby time, except when and as directed by the Superintendent of Public Works or his authorized representative.

48. RESPONSE TIME:

The contractor will be expected, from time of notification, to have his driver and equipment into operation within maximum of two (2) hours.

49. SUBCONTRACTING:

The contractor may not subcontract any part of this contract without first securing from the City written approval for each subcontractor.

50. SUBMITTAL OF INVOICES:

The contractor will submit invoices on the first of each month, or as soon thereafter as practical, for all rental charges for the previous month. The invoice will include a ticket for each vehicle for which rental hours are charged, signed by a Department of Public Works Supervisor indicating the time in, time out, and hours utilized.

51. QUESTIONS:

Any questions relative to bidding procedures or these specifications should be directed to the Superintendent of Department of Public Works, Mr. Jesse D'Amore, (201) 646-3950, and prior to the date of receipt of bids.

SUPPLEMENT TO BID SPECIFICATIONS

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Treasurer or any political subdivision or Agency delegated responsibilities by him pursuant to P.L. 1975, C 127.
2. The contractor 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 race, religion, color, sex or national origin.
3. The contractor will send to each labor union or representative of works with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractors commitments under his specification and under rules, regulations and orders promulgated by the State Treasurer pursuant to his authority under P.L. 1975, C. 127. The contractor shall post copies of this notice in conspicuous places available to all employees and applicants for employment.
4. The contractor will comply with all rules and regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C. 127 and with all provisions of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated there under.
5. The contractor will furnish all information and reports required by rules, regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, C.127 and/or pursuant to any authority delegated this political subdivision or agency by the State Treasurer. The contractor will permit access to his books, records and accounts by a duly appointed representative of the State Treasurer for purpose of investigation to ascertain compliance

with rules, regulations and orders adopted pursuant to P.L. 1975, C. 127 and pursuant to the provision of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated there under.

6. In the event of the contractor non-compliance with this specification or of any rules, regulations, or orders promulgated by the State Treasurer pursuant, to P.L. 1975 C. 127, or with the provisions of N.J.S.A. 10:2-1 through 10:2-4 or rules or regulations promulgated there under, this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible by the State Treasurer of further public works contract. Such other sanctions as may be adopted by the State Treasurer pursuant to P.L. 1975 C. 127, may be imposed for the aforementioned violations.
7. The contractor will include all of clauses 1 through 6 above in every subcontract or purchase order unless exempted by P.L. 1975, C. 127 or rules, regulations or order promulgated there under by the State Treasurer. So that all of the aforementioned clauses will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for non-compliance.
8. For the purpose of this specification, the following terms shall have the following meanings:
 - A. "Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.
 - B. "Minority group members" means persons who are African American, Spanish Americans, or Asian Americans.

GENERAL REQUIREMENTS

1. PURPOSE:

It is required that the successful bidder supply two (2) rubber wheel end loaders, rubber tired, four (4) cubic yard capacity or larger as required with operators, to be available to the city for snow removal.

The required equipment is to report to the Public Works Department at 120 East Broadway whenever there is 3" or more of snow on the ground, and the forecast is for additional snowfall.

The above equipment must be suitable to plow snow from various parking areas and to pile the snow in designated locations. The equipment may also be used to load snow onto trucks for removal, and to plow snow from public streets, all as designated by the Department of Public Works.

Time cards will be provided at the start of the season. Operators must punch in and out.

At the conclusion of eight (8) hours of work the operators shall return with the equipment to the Department of Public Works. At that time a determination will be made as to how much additional time (if any) will be authorized.

2. EQUIPMENT AND EXPERIENCE REQUIREMENTS:

Each bidder shall list the equipment available to him for the performance of this bid, and three references. If the bidder is subcontracting a portion of this work to another firm, this shall be stated in the bid on the equipment list.

The City reserves the right to a bid if the City determines that the bidder doesn't have the capability of performing the work specified due to equipment or manpower limitations.

3. BID QUANTITIES:

Each bidder shall supply the hourly cost for equipment and operators and the minimum number of hours required for each call out.

4. PAYMENT:

All payments will be made after submission of invoices by the contractor citing the date, time and work performed.

Successful bidder shall meet with the Superintendent of Department of Public Works to inspect parking areas before the start of the snow season. To familiarize those operators with locations and conditions of lots, all damaged by operators will be documented.

Successful bidder must supply a list of all telephone numbers, pager number and after hour's numbers to the Superintendent of Department of Public Works.

PLEASE PLACE THIS FORM ON TOP OF BID PACKAGE

WHEN PRESENTING BID

PROPOSAL FORM

City of Hackensack
James A. Mangin, CFO
65 Central Avenue
Hackensack, NJ 07601

Dear Mr. Mangin,

The undersigned hereby declares that they (he/she) have (has) carefully examined the attached Specification, Instructions to Bidders and all materials contained in the bid package and hereby agree (s) to provide Two (2) Four (4) Yard Rubber Wheel Front End Loaders to plow snow from parking lots and City streets located in the City of Hackensack, New Jersey, as designated by the Department of Public Works and rental of equipment for snow plowing and snow removal with the City of Hackensack for the period of one (1) year.

Price quote shall be guaranteed for a period of (60) days from the date of the Proposal. All price quotes are exclusive to all taxes and deliveries to the City of Hackensack. All freight charges are to be paid by the vendor.

Each vendor must complete and write in each and every price on all pages provided, failure to do so will reject your bid submission. Any deviation from the format will be grounds for disqualification of your bid.

NOTE: In the event that a substitution should be made for either A or B it should be understood:

- A. The City shall be advised of and approve the substitution.
- B. There shall be no change in the hourly rate of bid.

Respectfully submitted:

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

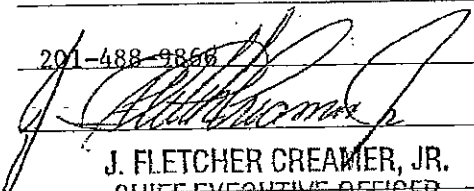
Address: 101 E. Broadway

Hackensack, NJ 07601

Phone number: 201-488-9800

Fax number: 201-488-0587

Cell number: 201-488-9856

Signed By: 

Name & Title: J. FLETCHER CREAMER, JR. Date: 2/4/16
CHIEF EXECUTIVE OFFICER



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

February 4, 2016

The Board of Directors, of J. Fletcher Creamer & Son, Inc., having met at a special meeting on January 4, 2016, 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 4th day of

February 2016

Notary Public

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

AN EQUAL OPPORTUNITY EMPLOYER

REQUIREMENTS FOR TWO (2) FOUR (4) YARD FRONT END
LOADERS TO PLOW SNOW FROM PARKING LOTS AND CITY
STREETS LOCATED IN THE CITY OF HACKENSACK AS
DESIGNATED BY THE DEPARTMENT OF PUBLIC WORKS.

BIDDERS PROPOSAL

Name of Vendor:

J. Fletcher Creamer & Son, Inc.

Two (2) Four (4) ^{Cubic} Yard Front-End Loaders to Plow Snow from Parking Lots and City Streets Located in the City of Hackensack, New Jersey as Designated by the Department of Public works.

Front-End Loader Description:

Caterpillar 950G Loader

Hourly Rate: \$ 185.00

Written: One Hundred Eight-Five 00/100

Operating Hourly Rate: \$ 185.00

Written: One Hundred Eighty-Five

Standby Hourly Rate: \$ 185.00

Written: One Hundred Eighty-Five

Minimum Number of Hours for each Call-Out:

Hours: 8 Written: Eight

Front-End Loader Description:

Caterpillar 950G Loader

Hourly Rate: \$ 185.00

Written: One Hundred Eight-Five 00/100

Operating Hourly Rate: \$ 185.00

Written: One Hundred Eighty-Five

Standby Hourly Rate: \$ 185.00

Written: One Hundred Eighty-Five

Minimum Number of Hours for each Call-Out:

Hours: 8 Written: Eight

**RENTAL OF EQUIPMENT FOR SNOW PLOWING AND SNOW
REMOVAL WITH THE CITY OF HACKENSACK.**

BIDDERS PROPOSAL

Name of Vendor:

J. Fletcher Creamer & Son, Inc.

SNOW PLOWING-TRUCK(S) WITH SNOW PLOW(S) AND EXPERIENCED DRIVERS

Rental of Equipment for Snow Plowing and Snow Removal with the City of
Hackensack

1.

YEAR	2007
MAKE	Ford
MODEL	F-250
G.V.W.	9,000
2 OR 4 WHEEL DRIVE	4 WD
BODY CAPACITY (C.Y.)	1-2 CY
OPERATING PER HOUR	\$ 140.00
STANDBY PER HOUR	\$ 140.00

2.

YEAR	2007
MAKE	Ford
MODEL	F-250
G.V.W.	9,000
2 OR 4 WHEEL DRIVE	4 WD
BODY CAPACITY(C.Y.)	1-2 CY
OPERATING PER HOUR	\$ 140.00
STANDBY PER HOUR	\$ 140.00

3.

YEAR	2008
MAKE	GMC
MODEL	5500
G.V.W.	19,500
2 OR 4 WHEEL DRIVE	4 WD
BODY CAPACITY (C.Y.)	2-4 CY
OPERATING PER HOUR	\$ 140.00
STANDBY PER HOUR	\$ 140.00

BIDDERS PROPOSAL

Name of Vendor:

J. Fletcher Creamer & Son, Inc.

SNOW PLOWING-TRUCK(S) WITH SNOW PLOW(S) AND EXPERIENCED DRIVERS

Rental of Equipment for Snow Plowing and Snow Removal with the City of
Hackensack

4.

YEAR	2009
MAKE	GMC
MODEL	5500
G.V.W.	19,500
2 OR 4 WHEEL DRIVE	4 WD
BODY CAPACITY (C.Y.)	2-4 CY
OPERATING PER HOUR	\$ 140.00
STANDBY PER HOUR	\$ 140.00

5.

YEAR	2007
MAKE	GMC
MODEL	8500
G.V.W.	38,000
2 OR 4 WHEEL DRIVE	4 WD
BODY CAPACITY (C.Y.)	7-8 CY
OPERATING PER HOUR	\$ 140.00
STANDBY PER HOUR	\$ 140.00

6.

YEAR	2007
MAKE	GMC
MODEL	8500
G.V.W.	38,000
2 OR 4 WHEEL DRIVE	4 WD
BODY CAPACITY (C.Y.)	7-8 CY
OPERATING PER HOUR	\$ 140.00
STANDBY PER HOUR	\$ 140.00

BIDDERS PROPOSAL

Name of Vendor:

J. Fletcher Creamer & Son, Inc.

SNOW PLOWING-TRUCK(S) WITH SNOW PLOW(S) AND EXPERIENCED DRIVERS

Rental of Equipment for Snow Plowing and Snow Removal with the City of
Hackensack

7.

YEAR	2007
MAKE	GMC
MODEL	8500
G.V.W.	38,000
2 OR 4 WHEEL DRIVE	4 WD
BODY CAPACITY (C.Y.)	7-8 CY
OPERATING PER HOUR	\$ 140.00
STANDBY PER HOUR	\$ 140.00

8.

YEAR	2007
MAKE	Volvo
MODEL	VH064
G.V.W.	80,000
2 OR 4 WHEEL DRIVE	10x8
BODY CAPACITY (C.Y.)	18-22 CY Tandem
OPERATING PER HOUR	\$ 155.00
STANDBY PER HOUR	\$ 155.00

9.

YEAR	2007
MAKE	Volvo
MODEL	VH064
G.V.W.	80,000
2 OR 4 WHEEL DRIVE	10x8
BODY CAPACITY (C.Y.)	18-22 CY Tandem
OPERATING PER HOUR	\$ 155.00
STANDBY PER HOUR	\$ 155.00

PROPOSAL PAGE

Vendor Name:

J. Fletcher Creamer & Son, Inc.

1.

Trucks for Hauling	Number Available	Price Per Hour	Amount Written
16 Cubic Yard	30	\$ 125.00	One Hundred Twenty-Five
12 Cubic Yard	0	\$ 0	\$0.00
10 Cubic Yard	10	\$ 100.00	One Hundred

2.

Graders	Number Available	Price Per Hour	Amount Written
	0	\$ 0	\$0.00

3.

Front-End Loaders	Number Available	Price Per Hour	Amount Written
3/4 Cubic Yard	6	\$ 190.00	One Hundred Ninety
1 Cubic Yard	6	\$ 190.00	One Hundred Ninety
2 Cubic Yard	4	\$ 215.00	Two Hundred Fifteen
3 Cubic Yard	4	\$ 240.00	Two Hundred Forty
4 Cubic Yard	4	\$ 240.00	Two Hundred Forty
7 Cubic Yard	2	\$ 265.00	Two Hundred Sixty Five

4.

Bulldozers	Number Available	Price Per Hour	Amount Written
D-6	2	\$ 195.00	One Hundred Ninety Five
D-8	1	240.00	Two Hundred Forty

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, See Attached, 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

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 472

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 12 months from the date of approval. 12/15/2018 - 12/15/2019

J. FLETCHER CREANER & SONS
101 EAST BROADWAY
HACKENSACK



NT 0781 6840272


Andrew P. Sidamon-Eischoff
State Treasurer



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.

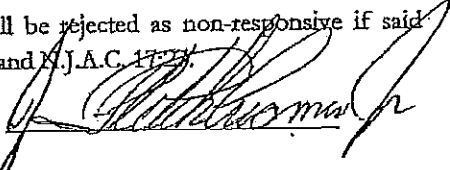
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

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

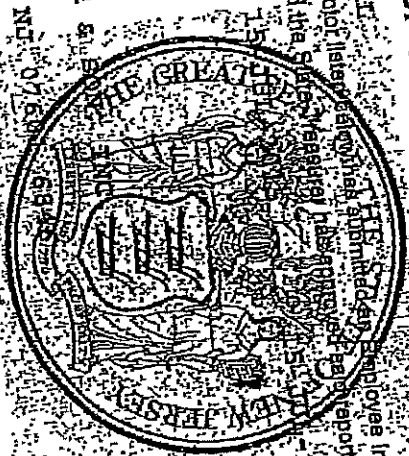
DATE: February 4, 2016

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 472

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 the report. This approval will remain in effect for the period of 12 months from the date of approval. 12/27/2018 - 12/27/2019

J. WELTCHER CREMER
101 EAST BROADWAY
HACKENSACK




Andrew P. Sidamon-Eiseid
State Treasurer



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

GOODS, PROFESSIONAL SERVICE, AND GENERAL SERVICE CONTRACTS

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

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

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

The Contractor or subcontractor, where applicable, will send to each labor union or representative or 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.

The Contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not

discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The 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:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report See Attached

Employee Information Report Form AA302

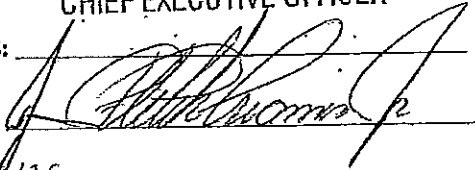
The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish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

The undersigned Contractor 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.

COMPANY: J. Fletcher Creamer & Son, Inc.

TITLE: J. FLETCHER CREAMER, JR.
CHIEF EXECUTIVE OFFICER

PRINT NAME: _____

SIGNATURE: 

DATE: 2/6/16

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Certification 472

RENEWAL

This is to certify that the contractor, J. Fletcher Creamer & Son, Inc., 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 12/15/2014 to 12/15/2018.

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

NJ 07601-6340



Andrew P. Sidamon-Einstoff
State Treasurer

A handwritten signature in ink, appearing to be "A. Sidamon-Einstoff".



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. s121 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 thereto, 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 19462

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% Amt 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

Two (2) Four(4) Yard Rubber Wheel Front End Loaders to Plow Snow from Parking Lots and City Streets located in the City of Hackensack, New Jersey. As designated by the Department of Public Works and Rental of Equipment for Snow Plowing and Snow Removal with 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 4th day of February, 2016.

Glenn M. Rocca
Secretary

Witness



J. Fletcher Creamer & Son, Inc. (Seal)
Principal

J. FLETCHER CREAMER, JR. Title
CHIEF EXECUTIVE OFFICER
Liberty Mutual Insurance Company

By Cynthia L. Choren
Cynthia L. Choren Attorney-in-Fact

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:

City of Hackensack
TO: 65 Central Avenue, Hackensack, NJ 07601
(Owner)

J. Fletcher Creamer & Son, Inc.
RE: 101 East Broadway, Hackensack, NJ 07601
(Contractor)

Two (2) Four (4) Yard Rubber Front End Loaders to Plow Snow from Parking Lots and City Streets located in the City of Hackensack, New Jersey. As designated by the Department of Public Works and Rental of Equipment for Snow Plowing and Snow Removal with 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.

(Contractor)

Liberty Mutual Insurance Company
Cynthia L. Choren
(Authorized Agent of Surety Company)
Cynthia L. Choren, Attorney-In-Fact

Date: February 4, 2016

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

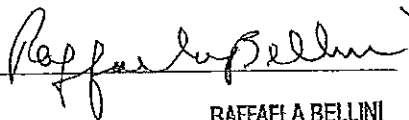
On this 4th day of February, 2016 before me personally came

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

ACKNOWLEDGMENT BY SURETY

STATE

OF

Missouri

City of

St. Louis

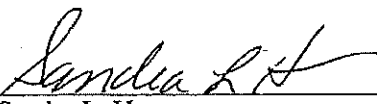
} ss.

On this 4th day of February, 2016, before me personally
appeared Cynthia L. Choren, known to me to be the Attorney-in-Fact of
Liberty Mutual Insurance Company

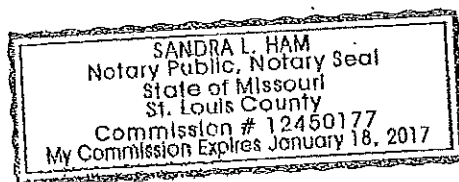
_____, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid
County, the day and year in this certificate first above written.

My Commission Expires: 01/18/2017
(Seal)



Sandra L. Ham
Notary Public in the State of Missouri
County of St. Louis



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. 7201291

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, Cynthia L. Choren; Debra C. Schneider; Heidi A. Notheisen; JoAnn R. Frank; Karen L. Roider; Nancy L. Johnson; Pamela A. Beelman; Sandra L. Ham

all of the city of St. Louis, state of MO, 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 9th day of December, 2015.



STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

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

On this 9th day of December, 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.

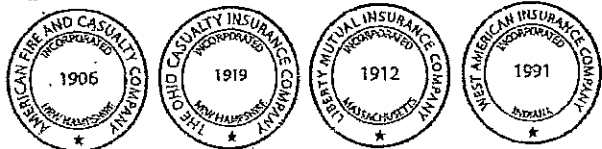
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as 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 4th day of February, 20 16.



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.



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 15, 2015

NAIC COMPANY CODE: 23043

THIS IS TO CERTIFY THAT THE LIBERTY MUTUAL INSURANCE COMPANY OF BOSTON, MASSACHUSETTS, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2016, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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

Kenneth E. Kobylowski
Commissioner





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	<u>2,664,248,124</u>
Other Admitted Assets	<u>14,896,464,393</u>	Total	<u>\$26,085,858,680</u>
		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	<u>16,569,299,988</u>
Total Admitted Assets	<u>\$42,655,158,668</u>	Total Liabilities and Surplus	<u>\$42,655,158,668</u>



* 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.

TAMIKOLAJEWSKI

Assistant Secretary

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 Name: Two (2) Four (4) Yard Rubber Wheel Front End Loaders to Plow Snow from Parking Lots & City Streets Located in the City of Hackensack, NJ as Designated by the Department of Public Works & Rental of Equipment for Snow Plowing & Snow Removal with 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

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

NAMES

ADDRESSES

N/A

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

Subscribed and sworn before me this 4th day of

J. FLETCHER CREAMER, JR.
CHIEF EXECUTIVE OFFICER

February, 2016

(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.
CHIEF EXECUTIVE OFFICER
(Print name and title of Bidder)

(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%

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 Division 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.

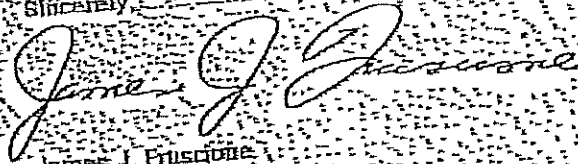
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 12 of the Casino Control Act, which deals with the casino service industry.

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. Friscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
J. FLETCHER CREAMER & SON, INC.

ADDRESS:
101 EAST BROADWAY
HACKENSACK NJ 07601

EFFECTIVE DATE:
06/16/54

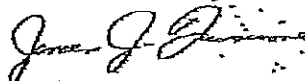
TRADE NAME:

SEQUENCE NUMBER:

0097009

ISSUANCE DATE:

05/07/08



Director
New Jersey Division of Revenue

FORM HRC (08-01)

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act, P.L. 1963, c.150 (C.34:11-56.25 et seq)" and includes any subcontractor or lower tier subcontractor of a contractor as defined herein."

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

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

NAME	NOT REGISTERED	REG. #
Bidder <u>J. Fletcher Creamer & Son, Inc.</u>	<u> </u>	<u>63819</u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>

Subscribed and sworn

Before me this 4th day

of February 2016

Raffaella Bellini

Notary Public of New Jersey

RAFFAELA BELLINI
Notary Public of New Jersey
ID # 2292025

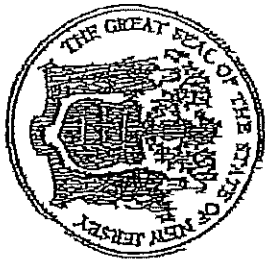
My Commission Expires 20
My Commission Expires Sept. 20, 2017

J. Fletcher Creamer, Jr.
Signature

J. FLETCHER CREAMER, JR.
CHIEF EXECUTIVE OFFICER

Name and Title
(Type or Print)

Certificate Number
83819



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

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. 34:11-55.4b, 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
2014
Creamer & Son, Inc.

Responsible Representative(s):
Joseph T. Walsh, President
George Kreiss, Vice-President
Dale A. Creamer, Vice-President
Glenn M. Rocco, 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 Federohak, Treasurer

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

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),

the bidder making this bid entitled Snow Plowing & Snow Removal, (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 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

February 4, 2016

Raffaela Bellini
Notary Public of NJ

My Commission expires

RAFFAELA BELLINI

Notary Public of New Jersey (Seal)

ID # 2292025

My Commission Expires Sept. 20, 2017

J. Fletcher Creamer, Jr.
(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:

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

Signature

J. Fletcher Creamer, Jr.

Chief Executive Officer

Title

2/4/16

Date

Subscribed and sworn to before me this

4th Day of February 2016.

Notary Public of NJ

My commission expires: _____

RAFFAELA BELLINI

Notary Public of New Jersey

ID # 2292025

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/Officer: 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/Officer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer 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, JR.
Title: CHIEF EXECUTIVE OFFICER

Signature: _____

Date: _____

February 4, 2016

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: _____

jc

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: 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/28/2016

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

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

PRODUCER
MARSH USA, INC.
445 SOUTH STREET
MORRISTOWN, NJ 07960-6454
Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979

CONTACT NAME	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Arch Insurance Company	NAIC # 11150
INSURER B: XL Specialty Insurance Company	37885
INSURER C: Arch Indemnity Insurance Company	30830
INSURER D:	
INSURER E:	
INSURER F:	

930548-STAND-CAS-15-16

EVIDEN

INSURED
J. FLETCHER CREAMER & SON, INC.
101 E. BROADWAY
HACKENSACK, NJ 07601

COVERAGES

CERTIFICATE NUMBER:

NYC-008412990-01

REVISION NUMBER:3

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

INSR LTR	TYPE OF INSURANCE	ADDL RISK	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:			11PKG8905408	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			11PKG8905408	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			US00071742L115A	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	11WC8905308 (AOS) 14WC8922808 (NY)	06/30/2015 06/30/2015	06/30/2016 06/30/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance for Snow Plowing Services in the City of Hackensack, NJ

CITY OF HACKENSACK IS INCLUDED AS ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

CERTIFICATE HOLDER

CITY OF HACKENSACK
65 CENTRAL AVENUE
HACKENSACK, NJ 07601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 11PKG8905408

Named Insured: J. FLETCHER CREAMER AND SON, INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 6/30/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you have agreed in a written contract that such person or organization is an additional insured on this policy.	All worked performed for additional insureds as required by written contract .
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you have agreed in a written contract that such person or organization is an additional insured on this policy.	All work performed for the additional insured as required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THE CITY OF HACKENSACK

STATEMENT OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

Provide information for at least three municipalities/public entities that you have provided services 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.

References for Snow Removal

Bergen Community College
400 Paramus Road
Paramus, NJ 07652
Mr. M. Kurdali – (201) 447-7100

City of Hackensack
65 Central Avenue
Hackensack, NJ 07601
Mr. Jesse D'Amore – (201) 646-3950

County of Bergen
One Bergen County Plaza
Hackensack, NJ 07601
Mr. Thomas Connolly - (201) 336-6808

Jersey City Incinerator Authority
501 Route 440
Jersey City, NJ 07305
Mr. William Rooney – (201) 432-4645

Johnson Public Library
274 Main Street
Hackensack, NJ 07601
Ms. Sharon Castanteen – (201) 343-4169

New Jersey Sports & Exposition Authority
50 State Route 120
East Rutherford, NJ 07073
Mr. G. Zahn – (201) 842-5204

The Shops At Riverside
One Riverside Square
Hackensack, NJ 07601
Mr. Andrew M. Morgenroth - (201) 489-0151

Zuckerberg's Industrial Park
280 North Midland Avenue
Saddle Brook, NJ 07663
Mr. M. D'Agostino – (201) 796-1750

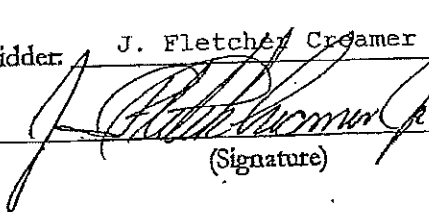
THE CITY OF HACKENSACK

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: February 4, 2016

THE CITY OF HACKENSACK

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ No addenda were received:

Acknowledgement for:

J. Fletcher Creamer & Son, Inc.

By: J. Fletcher Creamer, Jr.
(Signature of Authorized Representative)

Name: J. Fletcher Creamer, Jr.
(Print or Type)

Title: Chief Executive Officer

Date: February 4, 2016

THE CITY OF HACKENSACK

BIDDING REQUIREMENTS CHECKLIST

The following is a checklist of items, which must be submitted by all interested parties with their bid proposal:

Initial each required entry and if required submit the item

Required by Owner:

☐ Bid Guarantee: Certified Check, Cashier's Check, or Duly Executed Bid Bond	jc
☐ Statement of Bidder's Experience and Qualifications	jc
☐ Mandatory Equal Employment Opportunity Language	jc
☐ Stockholder Disclosure Certification	jc
☐ Business Registration Certificate (including all Sub-Contractors)	jc
☐ Public Works Contractor Certificate (including all Sub-Contractors)	jc
☐ Non-Collusion Affidavit	jc
☐ Affirmative Action Affidavit	jc
☐ Disclosure of Investment Activities in Iran	jc
☐ Bidder's Proposal Form/Scheduled Prices	jc
☐ Consent of Surety	jc
☐ Acknowledgement of Receipt of Addenda	jc
☐ References	jc
☐ Status of Present Contracts	jc
☐ Equipment Certification	jc
☐ Prevailing Wage	jc
☐ American With Disabilities Act 1990 Language	jc

Should any of the aforesaid items not be included with your bid proposal, please so indicate on this page and identify the reason for omitting such information on the space below:

J. FLETCHER CREAMER & SON, INC.
STATUS OF CONTRACTS ON HAND
December 31, 2015

OWNER/CUSTOMER	DESCRIPTION	LOCATION	Prime/5 ub	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	Additional Earned Since Last Estimate	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
TARHEEL ENTERPRISES, INC.	TARHEEL - BREWSTER RD CONNECTOR	NEWARK, NJ	S	1,499,215	1,356,732	0	142,482	31-Dec-15
GARDNER BISHOP INC	7300 176 GARDNER BISHOP - INTERCHANGE 9	EAST BRUNSWICK, NJ	S	1,935,372	1,136,119	0	797,253	1-Mar-16
VERIZON	VERIZON - RTE 118 EAST BRUNSWICK	EAST BRUNSWICK, NJ	P	548,050	340,220	0	207,830	1-Jun-16
EL SOL CONTRACTING	EL SOL - NITPK BRIDGE REPAIRS	JERSEY CITY, NJ	S	53,630	12,755	0	40,875	18-Jan-16
NJ TURNPIKE AUTHORITY	NJ TURNPIKE AUTHORITY - SIGN REPLACEMENT	VARIOUS, NJ	P	21,853,898	17,330,186	269,176	4,523,712	29-Jan-16
SCHIAVONE CONSTRUCTION CO.	SCHIAVONE - RT 72 MANHAWAAN BAY BROGE	STAFFORD TWP, NJ	S	730,621	646,030	0	84,591	31-Dec-15
UNION PAVING & CONSTRUCTION	UNION PAVING - RT 35 WM WORK	TOMAS RIVER, NJ	S	170,020	0	0	170,020	30-Nov-16
DECOE CORP	DECOE CORP - RT 21 S/B VIADUCT	NEWARK, NJ	S	6,656,235	5,311,320	42,528	1,344,915	31-Mar-16
CCA CIVIL, INC	CCA CIVIL - PULASKI SKYWAY	JERSEY CITY, NJ	S	7,456,984	7,198,785	1,371,114	257,597	1-Mar-16
TISHMAN CONSTRUCTION CO.	TISHMAN - HUDSON LIGHTS	FORT LEE, NJ	P	2,580,462	2,436,202	0	144,260	31-Dec-15
DELAWARE RIVER BAY AUTHORITY	DRBA - VMS REPLACEMENT (C)	NEW CASTLE/PENNSYLVIA, DE	P	5,387,635	3,837,021	0	1,550,614	31-Jul-16
NJ DEPT. OF TRANSPORTATION	DRB-13128 NIDOT-SIGN STRUCT REPLACE	VARIOUS, NJ	S	3,886,518	3,657,695	0	229,723	12-Mar-16
KEMSCO CONSTRUCTION & EQUIPMENT	KEMSCO CONST - PSEG BERGEN CTY	VARIOUS LOCATIONS, NJ	S	621,769	565,794	162,788	55,975	31-Dec-15
NEW PRINCE-SD ORANGE AVE	NIDOT RT 72 BRIDGE	MAPLEWOOD, NJ	S	152,731	117,334	0	35,397	31-Dec-15
SCHIAVONE CONSTRUCTION CO.	AMER WATER-FT MEADE WATER TANK	FORT MEADE, MD	S	2,568,610	349,733	0	2,218,877	22-Apr-16
AMERICAN WATER-SHARED SERVICES	SCHIAVONE CONST - UTILITY CONT - PULASKI SKY	JERSEY CITY, NJ	S	1,997,637	4,149,963	0	1,647,844	30-Sep-16
DC WATER & SEWER AUTHORITY	DC WASA-VARIOUS STREETS	WASHINGTON, DC	P	4,605,153	0	0	4,605,153	31-Dec-16
JJ ANDERSON - 195 PHILA	DUMONT, NJ	PHILADELPHIA, PA	S	4,433,939	6,650,538	67,754	154,703	31-Dec-15
JAMES J. ANDERSON CONST.	4500810237 PSEG G. DUMONT SUBSTATION	DUMONT, NJ	P	7,016,394	353,124	0	244,481	31-Dec-15
PSEG	45008165232.816835860897 PSEG BERGEN CTY MANHOLES	VARIOUS LOCATIONS, NJ	S	1,841,391	6,771,853	0	1,489,267	15-Mar-17
FERRERA CONSTRUCTION CO.	FERRERA-GSP INCH 63 P300 236	PAPRAMUS, NJ	S	1,572,073	1,415,919	0	106,154	31-Dec-15
JBL ELECTRIC	JBL ELECTRIC - WEST CALDWELL SUB. PSEG	WEST CALDWELL, NJ	S	537,504	482,214	69,294	55,292	14-Aug-16
ANSELMI & DECICCO INC	ANSELMI & DECICCO RT 18 BRIDGE	NEW BRUNSWICK, NJ	P	3,275,835	3,125,463	42,362	150,372	31-Dec-15
BOROUGH OF FORT LEE	4500826413 PSEG - BELLEVILLE SWITCH SUB	BELLEVILLE, NJ	P	4,406,886	3,417,770	321,093	989,116	31-Dec-15
PSEG	CITY OF BALTIMORE - PLAINFIELD VARIOUS LOCATIONS	FORT LEE, NJ	P	2,397,025	2,350,579	68,901	46,446	31-Dec-15
CITY OF BALTIMORE DPW	4500832798 PSEG GREAT NOCH SUBSTATION (CIVIL)	PLAINFIELD, NJ	P	3,476,676	3,283,916	20,981	192,760	15-Jan-16
PSEG	4500832798 PSEG GREAT NOCH SUBSTATION (CIVIL)	BALTIMORE, MD	P	5,476,475	5,342,422	77,721	134,053	30-Jun-16
AMERICAN WATER-SHARED SERVICES	AMER WATER FT MEADE RECYCLE TANK SITE	LITTLE FALLS, NJ	P	8,775,958	7,350,927	0	1,425,031	8-Apr-16
MEIROSE ENTERPRISES, LTD.	NIDOT DP 14443 BGR CENTRAL MAINT	LAUREL, MD	P	532,223	95,162	0	219,840	31-Dec-15
VAHULT ELECTRICAL CONSTRUCTION	VAHULT ELEC-AMTRAK METUCHEN SUBSTATION	PHILADELPHIA, PA	S	479,605	2,657,766	0	268,865	16-Jul-16
NJ DEPT. OF TRANSPORTATION	NIDOT DP 14443 BGR CENTRAL MAINT	EDISON, NJ	P	2,592,950	2,324,085	33,820	577,409	31-Jul-16
NJ DEPT. OF TRANSPORTATION	NIDOT DP 14443 BGR CENTRAL MAINT	VARIOUS LOCATIONS, NJ	P	3,184,764	4,035,777	0	924,264	31-Dec-15
IN DEPT. OF TRANSPORTATION	NIDOT DP 14442 BGR NORTH MAINT	PLAINFIELD, NJ	P	4,960,041	3,490,512	0	762,401	30-Jun-20
SOUTH STATE INC.	SOUTH STATE - SEA ISLE BLVD CAPE MAY	OCEANVIEW, NJ	S	955,387	192,996	0	263,495	10-Oct-17
PKE MARK III	CITY OF BALTIMORE - WATER CONTRACT	FALLS TOWNSHIP, PA	P	321,247	37,752	0	973,495	30-Nov-16
WASHINGTON SUB SAN COMMISSION	WSSC - BR5552A13 CARWODY HILLS	BALTIMORE, MD	P	7,920,990	6,947,495	869,327	350,530	1-Jul-16
PSEG	4500840243 PSEG - BELLEVILLE MH & CONDUIT	CAPITAL HEIGHTS, MD	P	3,480,970	3,130,390	12,975	430,708	31-Dec-15
JAMES D. MORRISSEY, INC.	4500849512-831271 PSEG LUMBERTON SUBSTATION	BELLEVILLE, NJ	P	2,834,900	3,444,862	33,890	542,007	31-May-1
AMERICAN WATER-SHARED SERVICES	AMER WATER - FRAMEWORK CA CMT WESTFIELD	LIVERTON, NJ	P	4,186,869	3,674,862	0	69,225	9-Nov-12
AMERICAN WATER-SHARED SERVICES	AMERWAT COASTAL OPER NORTH (C)	BUCKINGHAM TWP, PA	S	69,225	1,547,313	0	182,013	31-Dec-1
AMERICAN WATER-SHARED SERVICES	AMERWAT COASTAL OPER NORTH (C)	LAKESWOOD, NJ	P	1,729,326	3,439,719	1,292,761	25,874,662	24-Jul-1
DELA PELLO CONTRACTING	NIDOT DP 14156 MED CROSSOVER #12	ATLANTIC CITY, NJ	P	29,314,414	2,759,071	0	1,111,476	28-Feb-1
NJ DEPT. OF TRANSPORTATION	PENNDOT ECKS 91957 1-78, SR22, SR22	WESTVILLE, NJ	P	863,488	769,128	80	74,361	31-Dec-1
PENNSYLVANIA DEPT. OF TRANSPORTATION	TENCO MGMT-FAMMS @ NORWOOD	WEST ORANGE, NJ	P	2,471,352	1,763,784	380,541	687,569	31-Dec-1
TENCO MANAGEMENT LLC	UTEC CONST-AMONACHIE JACK & BORE	INTERLAKEN, NJ	S	686,531	460,040	0	226,492	31-Jan-1
UTEC CONSTRUCTORS CORP.	WSSC RT5549A13 OLD BRANCH TRANS MAIN RELOC	MAHWAH, NJ	P	12,874,664	11,667,578	0	1,207,086	31-Mar-1
WASHINGTON SUB SAN COMMISSION	WSSC RT5549A13 OLD BRANCH TRANS MAIN RELOC	VARIOUS, NJ	P	1,657,000	354,832	255,084	1,302,168	31-Apr-1
		NORWOOD, NJ	S	635,000	480,000	0	155,000	30-Apr-1
		MOONACHIE, NJ	S	2,878,849	2,360,932	0	517,911	31-Dec-1
		TIMBER HILLS, MD	P	3,192,987	3,137,604	(92,196)	55,385	16-Mar-1

OWNER/CUSTOMER	DESCRIPTION	LOCATION	Prime/s ub	ADJUSTED AMOUNT	AMOUNT AND BILLED	Additional Earned Since Last Estimate	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
PSE&G	4500858885 PSE&G SEWAREN SWITCH ENERGY STRONG	SEWAREN, NJ	P	5,113,320	5,010,624	122,441	107,696	30-Apr-16
PSE&G	4500858885 PSE&G SEWAREN SWITCH ENERGY STRONG	DOVER, DE	S	124,996	0	0	174,996	14-Feb-17
MUMFORD & MILLER CONCRETE, INC.	MUMFORD & MILLER-DEIDOT WEST DOVER CONNECTOR	NEWARK, NJ	S	309,600	260,880	0	48,750	31-Dec-15
JORDANO ELECTRIC	JORDANO PSE&G SPRINGFIELD MARKET PLACE	HACKENSACK, NJ	S	2,616,793	1,471,228	1,186,266	1,345,565	31-Mar-16
UTEC CONSTRUCTION CORP.	UTEC CONST. CO. & C3 JACK & BORE HACKENSACK	BOUND BROOK, NJ	P	449,901	412,207	0	37,694	31-Jan-16
ANSELMI & DEICCO INC.	ANSELMI RT 22 & CHINAMEY ROCK SOMERSET CTY	MANAHAWKIN, NJ	S	130,352	68,075	0	62,277	15-Jul-17
SCHAYONE CONSTRUCTION CO.	SCHAYONE NIDOT RT 72 BAY BRIDGE	ASBURY PARK, NJ	P	194,720	166,459	20,468	28,251	31-Dec-16
GRU/IC&L/FIRST ENERGY	FIRST ENERGY - JCLP LAKE AVE	LITTLE FERRY, NJ	P	173,800	86,362	0	87,438	31-Dec-15
BOROUGH OF LITTLE FERRY, NJ	BORO OF LITTLE FERRY-WILLOW LAKE PUMP STATION	VARIOUS LOCATIONS, PA	P	574,444	496,331	0	78,113	31-Dec-15
PENNSYLVANIA TURNPIKE COMMISSION	PA TPKE COMM. MILE MARKERS	VILLAGE OF OSSINING, NY	P	1,966,742	704,438	18,204	1,282,304	1-Jan-16
VILLAGE OF OSSINING	VILLAGE OF OSSINING - VARIOUS STREETS C & L	VARIOUS LOCATIONS, PA	P	557,444	0	0	557,444	29-Jan-16
PENNSYLVANIA TURNPIKE COMMISSION	PA TURNPIKE COMM MILE MARKERS MP 302 - MP 359	NEWARK, NJ	S	612,730	434,787	153,937	177,943	29-Jan-16
DELA PELLO CONTRACTING	DELA PELLO - NIDOT RT 189 NEWARK	BETHESDA/WOODHAVEN, MD	P	3,055,334	320,159	320,159	2,735,175	30-Nov-16
WASHINGTON SUB SAN COMMISSION	WSSC 3B5722A14 WOODHAVEN WATER MAIN REPL	VARIOUS LOCATIONS, NY	P	18,026,880	6,579,493	327,644	11,447,397	31-Dec-15
VERIZON	VERIZON MARKOUT	VARIOUS, NJ	P	7,449,680	2,465,890	1,76,505	4,983,793	1-Mar-16
VERIZON	BSW SOUTH - NJ BLANKET CONTRACT	VARIOUS, NJ	P	11,572,120	3,912,488	262,505	7,659,631	1-Mar-16
VERIZON	BSW NORTH - NJ BLANKET CONTRACT	VARIOUS, NJ	P	12,933,126	4,234,173	285,214	8,698,953	1-Mar-16
VERIZON	BAU HUDSON/BERGEN/HIGHLANDS-BLUNKT	VARIOUS, NJ	P	8,589,724	2,846,764	342,736	5,722,960	1-Mar-16
VERIZON	BAU EASTERN SHORE NJ BLUNKT	VARIOUS, NJ	P	3,793,350	1,233,275	287,529	2,560,075	1-Mar-16
VERIZON	BAU SOUTHERN NJ BLUNKT	VARIOUS LOCATIONS, NJ	P	9,403,979	3,189,259	477,555	6,204,720	1-Mar-16
VERIZON	VERIZON STATEWIDE TRAFFIC CONTROL	VARIOUS LOCATIONS, NJ	P	5,533,757	1,809,595	232,467	3,724,161	1-Mar-16
VERIZON	VERIZON FTTP	MONTVALE, NJ	P	2,523,000	1,973,241	481,791	555,759	28-Feb-16
ORANGE & ROCKLAND UTILITIES	O&R SUMMIT AVE SUBSTATION	CLIFTON, PATERSON, N ARLINGTON, NJ	P	2,328,944	1,335,395	0	992,548	1-Oct-16
PASSAIC VALLEY WATER COMMISSION	PASSAIC VALLEY WATER MAIN C & L	UNDER, NJ	P	5,718,381	5,384,514	1,124,472	334,067	29-Jan-16
PSE&G	UW NJ BDGE HILL PUMP STATION	FRANKLIN LAKES, NJ	P	1,712,480	1,106,100	372,480	606,380	1-May-16
UNITED WATER NEW JERSEY	JAMER WATER PICKINING ARSEVAL VACTOR TRUCK LOADING	PICATINNY ARSEVAL, NJ	P	432,000	134,640	122,280	196,863	31-Dec-15
AMERICAN WATER-SHARED SERVICES	ELIZABETH TOWN GAS ENDURE PHOTOS (PIVOTAL HLD)	LITTLE FERRY, NJ	P	680,400	61,200	61,200	619,200	1-Jan-16
PSE&G	ELIZABETH TOWN GAS ENDURE PHOTOS (PIVOTAL HLD)	ELIZABETH, NJ	P	7,440,403	4,587,175	2,094,968	2,858,228	1-Jun-16
ELIZABETH TOWN GAS COMPANY	4500882974 PSE&G SO WATERFRONT SUBSTATION	JERSEY CITY, NJ	S	287,600	51,260	51,260	236,340	31-Mar-16
PSE&G	GANNETT FLEMING COX'S CORNER SUBSTATION PSE&G	MARLTON, NJ	S	1,493,880	688,160	688,160	825,720	31-Dec-16
GANNETT FLEMING	GEO HARMS NIDOT RT 21 VERIZON TELECOM	NEWARK, NJ	P	1,548,110	1,505,990	606,937	42,120	29-Jan-16
GEORGE HARMS CONSTRUCTION	4500881024 PSE&G HUDSON SUBSTATION MARION PILES	JERSEY CITY, NJ	P	613,182	0	0	613,182	15-Apr-16
PSE&G	WSSC PW0002142 TASK ORHZ PRINCE GEORGE	PRINCE GEORGE COUNTY, MD	P	1,472,000	1,406,572	446,572	209,908	31-Dec-15
WASHINGTON SUB SAN COMMISSION	VERIZON KEYPORT DIRECTIONAL DRILLING	KEYPORT, NJ	P	209,900	0	0	209,900	31-Dec-15
VERIZON	HARTZ MTR - JOURNAL SQUARE PLAZA	JERSEY CITY, NJ	P	8,785,850	4,471,000	1,446,750	4,314,850	30-Jul-16
HARTZ MOUNTAIN INDUSTRIES	450088180 PSE&G MARION SUB LOC 5879K	JERSEY CITY, NJ	P	788,127	592,875	592,875	195,252	30-Jul-16
PSE&G	PW0001411 WSSC SCORRITY ROW T.O. #6	COLLEGE PARK, MD	P	2,285,381	52,485	5,825	6,773,115	3-Aug-16
WASHINGTON SUB SAN COMMISSION	4500839699-88498 PSE&G HOBOKEN SUBSTATION & PUMP	HOBOKEN, NJ	P	307,444	141,957	141,957	25,443	31-Dec-15
PSE&G	CUMBERLAND CITY BSR MAINT REPAIRS	VARIOUS, NJ	P	168,400	0	0	26,550	31-Mar-16
CUMBERLAND COUNTY	EDISON TWP TALMADGE RD 24- FORCE MAIN	EDISON, NJ	P	26,550	0	0	514,410	31-Jan-16
TOWNSHIP OF EDISON	LONDON GROVE TWP - HILTON RD.	NEWARK, NJ	S	530,512	16,113	0	109,444	30-Apr-16
LONDON GROVE TOWNSHIP	GEO HARMS NIDOT RT28 & RT 21 NEWARK DP25110	NEWARK, NJ	P	109,444	0	0	439,539	28-Feb-16
GEORGE HARMS CONSTRUCTION	NORTHAMPTON TWP- ELM AVE GUIDE RAIL	NORTHAMPTON, PA	P	439,539	0	0	109,117,294	31-May-16
NORTHAMPTON TWP	4500875187 PSE&G BAYWAY SUBSTATION	UNDER, NJ	P	109,117,294	5,199,000	1,810,000	1,547,900	31-Mar-16
PSE&G	PSE&G BLC MANHOLE & CONDUIT	JERSEY CITY, NJ	P	6,745,900	1,866,550	1,182,435	819,625	31-Mar-16
PSE&G	4500897885 PSE&G HUDSON SUBSTAT BLC-MARION PILES	NEWARK, NJ	P	3,277,940	331,875	0	1,032,325	31-May-16
PSE&G	4500891946 PSE&G MCCARTER SUBSTATION NEWARK	WOODBRIDGE, NJ	P	1,151,500	0	0	1,630,153	31-Jan-16
PSE&G	4500890835 PSE&G WOODBRIDGE SUBSTATION	NORTH BERGEN, NJ	P	1,032,325	2,242,423	1,563,905	1,630,153	31-Jan-16
PSE&G	4500956233 PSE&G 89TH & TONNELLE NO. BERGEN	PENNSAUKEN, NJ	P	3,872,576	0	0	121,222	1-Apr-16
PSE&G	PSE&G FINAL ROAD RESTORATION WA CHESTER	PENNSAUKEN, NJ	P	121,222	395,440	255,190	529,746	30-Jun-16
PSE&G	BILL ANSUS CO. DELAWARE COUNTY BRIDGES	FLORENCE, NJ	P	926,186	336,000	336,000	1,863,775	31-May-16
BILL ANSUS COMPANY	4500893672 PSE&G BORDENTOWN SITE IMPROV.	PENNSVILLE, NJ	P	2,199,775	71,655	0	33,194	31-Jan-16
POTOMAC ELECTRIC POWER CO	PEPCO-CHURCHTOWN ORCHARD PENNSVILLE	ATLANTIC CITY, NJ	P	106,839	0	0	4,546,790	31-Jul-16
FLAGSHIP RESORT & DEVELOP	FLAGSHIP RESORT MAINE AVE ATLANTIC CITY	STOVE HARBOR, NJ	P	4,546,790	0	0	2,065,100	25-Feb-16
POTOMAC ELECTRIC POWER CO	4500020055 PEPCO-STONE HARBOR DIR DRILL HUMAN RD	HACKENSACK, NJ	P	2,065,100	0	0	705,000	12-Feb-16
PSE&G	PSE&G HACKENSACK SUBSTATION ENG STRG CIVIL	ELIZABETH, NJ	S	705,000	0	0	1,481,200	1-Apr-16
SHELBY MECH-E TOWN GAS ENDURE PHASE III -DUCI BANK	ELIZABETH, NJ	RIDGEFIELD, NJ	P	1,481,200	0	0	0	0
PSE&G	PSE&G BERGEN SUBSTATION BOQA FILTRATION	RIDGEFIELD, NJ	P	1,481,200	0	0	0	0

OWNER/CUSTOMER	DESCRIPTION	LOCATION	Prime/5 ub	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	Additional Earned Since Last Estimate	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
PSE&G	4500020056/901766 PSE&G GLOUCESTER SUB SL&P CIVIL	GLOUCESTER, NJ	P	355,700	0	0	355,700	5-Feb-15
JOBS WITH BACKLOG UNDER \$25,000				514,320,934	251,152,130	22,657,472	263,128,804	
TOTAL								