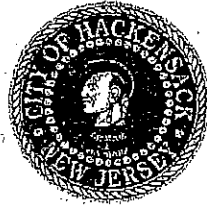


COPY



**CITY OF HACKENSACK
BERGEN COUNTY
NEW JERSEY**

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS

WITHIN THE CITY OF HACKENSACK

Date Packet Available: Wednesday, July 05, 2017

Bid Due By: Wednesday, July 19, 2017 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

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	17-03940

ORDER DATE: 10/17/17

REQUISITION NO:

DELIVERY DATE:

STATE CONTRACT:

ACCOUNT NUM:

PAYMENT RECORD
CHECK NO.
DATE PAID

NOTICE: TAX ID #22-6001843 - TAX EXEMPT

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

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	EMER.STORM/SANITARY SEWER REPR EMERGENCY STORM AND SANITARY SEWER REPAIRS NOT TO EXCEED \$73,763.12 RESOLUTION 318-17 CITY COUNCIL MEETING 8/22/17	7-01-26-311-311-204 SEWER-SPEC OUTSIDE SVCS/EMERG	50,000.0000	50,000.00
			TOTAL	50,000.00

FINANCE

COPY

Council Member	Intro	Second	Yes	No	Abstain	Absent	Recused
Von Rudenburg						X	
Deputy Mayor Canestrino		X	X				
Deputy Mayor Sims	X		X				
Battaglia						X	
Mayor Labrosse			X				

CITY OF HACKENSACK

RESOLUTION NO. 318-17

RESOLUTION AUTHORIZING AWARD OF BID CONTRACT TO J. FLETCHER CREAMER FOR EMERGENCY STORM AND SANITARY SEWER REPAIRS

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

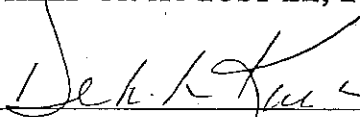
WHEREAS, a total of three (3) bids were received and opened on July 19, 2017; and

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 East Broadway, Hackensack, N.J. 07601 is hereby awarded a contract for \$73,763.12 in accordance with the specifications advertised thereof.
2. A Certification of Funds has been prepared and authorized by the Chief Financial Officer for the said contract assuring that there is a sufficient appropriation to fund the purchases authorized in this resolution as an express and mandatory condition of the award of this contract.
3. The Mayor and City Clerk are hereby authorized to execute 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 AUGUST 22, 2017.**



DEBORAH KARLSSON, CITY CLERK

Mayor and Members of the City Council

A37-2017

AFFIDAVIT

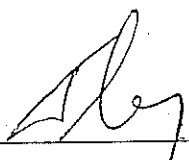
In accordance with N.J.S.A. 52:27BB-10 and 40A: 4-57. I do hereby certify that funds are available and the attached resolution can be adopted, subject to successful completion of the estoppel period.

PURPOSE: Emergency Storm &
Sanitary Sewer Repairs

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

ACCOUNT: 7-01-26-311-311-204

AMOUNT: not to exceed \$73,763.12


James A. Mangin, CFO / QPA

August 22, 2017

James A. Mangin, CFO

City Council Chambers, 65 Central Avenue, Hackensack, NJ 07601

BASE BID (1-12)										J. Fletcher Creamer		New Prince Concrete		Mike FitzPatrick	
Item No.	Description and Unit Prices	UNIT	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST				
1	Back-Hoe	Hours	48	\$1.00	\$48.00	\$240.00	\$11,520.00	\$450.00	\$21,600.00						
2	Back-Hoe Loader	Hours	100	\$90.00	\$9,000.00	\$240.00	\$24,000.00	\$322.00	\$32,200.00						
3	Truck (Dump Truck)	Hours	160	\$60.00	\$9,600.00	\$190.00	\$30,400.00	\$155.00	\$24,800.00						
4	Air Compressor	Hours	96	\$0.01	\$0.96	\$80.00	\$7,680.00	\$70.00	\$6,720.00						
5A	Pumps (Two Inch)	Hours	48	\$0.01	\$0.48	\$50.00	\$2,400.00	\$75.00	\$3,600.00						
5B	Pumps (Three Inch)	Hours	120	\$0.01	\$1.20	\$50.00	\$6,000.00	\$110.00	\$13,200.00						
5C	Pumps (Four Inch)	Hours	24	\$0.01	\$0.24	\$80.00	\$1,920.00	\$160.00	\$3,840.00						
5D	Pumps (Six Inch)	Hours	24	\$0.01	\$0.24	\$95.00	\$2,280.00	\$540.00	\$12,960.00						
6	Labor	Hours	800	\$40.00	\$32,000.00	\$150.00	\$120,000.00	\$140.00	\$112,000.00						
7	Supervision	Hours	200	\$0.01	\$2.00	\$160.00	\$32,000.00	\$165.00	\$33,000.00						
8	Materials	Unit	16000	5%	\$16,800.00	10%	\$1,600.00	22%	\$3,520.00						
9	Additional Equipment	Unit	5000	1%	\$5,050.00	15%	\$750.00	28%	\$1,400.00						
10	Recycled Concrete Aggregate (RCA)	Ton	1	\$675.00	\$675.00	\$40.00	\$40.00	\$38.00	\$38.00						
11	Asphalt Patching (FABC)	Ton	1	\$550.00	\$550.00	\$150.00	\$150.00	\$95.00	\$95.00						
12	Sheeting (By the Board Feet)	BF	1	\$35.00	\$35.00	\$80.00	\$80.00	\$55.00	\$55.00						
	Total of Base Bid				\$73,763.12		\$240,820.00		\$269,028.00						
PREPARED BY: MONICA VILLAFANA 07/27/2017															

City of Hackensack

Emergency Storm and Sanitary Sewer Repairs Within The City of Hackensack

Wednesday, July 19, 2017 @ 10:00 A.M.

Official Tally Sheet

VENDOR NAME:	TOTAL ITEMS (1-12)
J. Fletcher Creamer & Son	\$73,763.12
New Prince Concrete	\$240,820.00
Mike FitzPatrick Equip.	\$269,028.00

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

CITY OF HACKENSACK

RESOLUTION NO. 216-17

**RESOLUTION AUTHORIZING THE REJECTION OF ALL BIDS FOR
EMERGENCY STORM & SANITARY SEWER REPAIRS
WITHIN THE CITY OF HACKENSACK**

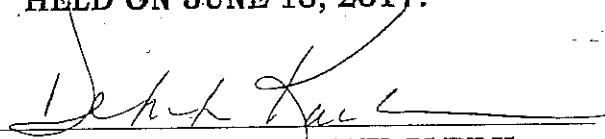
WHEREAS, the City of Hackensack solicited bid proposals for Emergency Storm and Sanitary Sewer Repairs within the City of Hackensack; and

WHEREAS, four (4) bids were opened and read on May 25, 2017; and

WHEREAS, upon reviewing the bid submissions it was determined that the bid specifications were unclear and ambiguous and require substantial revision.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hackensack, County of Bergen that all bids be rejected for Emergency Storm and Sanitary Sewer Repairs within the City of Hackensack, pursuant to N.J.S.A. 40A;11-13.2.a.

**CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON JUNE 13, 2017.**


DEBORAH KARLSSON, CITY CLERK

CITY OF HACKENSACK



EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF
HACKENSACK

Contract Term:

2 Years

Opening Date: Wednesday, July 19, 2017

Time: 10:00 A.M.

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

Submission Deadline Date: Wednesday, July 19, 2017

Submission Deadline Time: 10:00 A.M.

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

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

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, Wednesday, July 19, 2017 at 10:00 A.M. prevailing time, then publicly opened and read aloud for:

EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF HACKENSACK

Specifications for the above may be obtained at the Office of the City Clerk, 65 Central Avenue, 3rd Floor, Hackensack, New Jersey between the hours of 9:00 A.M. and 4:00 P.M., prevailing time, Monday through Friday, excluding legal Holidays. The City of Hackensack WILL NOT mail Bid Specifications. All Specifications shall be obtained in person.

Triplicate copies of Bids shall be placed in a sealed envelope and the envelope shall be clearly marked:

(1 stamped "ORIGINAL" & 2 stamped "COPY")

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

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

Bidder must include in Bid package:

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

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

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

Bidder shall submit Bid with a Consent of Surety and a Certified Check, Cashier's Check, or Bid Bond, in the amount of not less than ten (10%) percent of the amount Bid, not to exceed \$20,000.00 made payable to the City of Hackensack. Such Bid guarantee shall be refunded to all but bottom three apparent lowest responsible Bidders and will be returned, unless otherwise requested by the Bidder, within 10 days after the opening of the Bids. Within 3 days after the awarding and signing of the contract and the approval of the Contractor's Performance and Payment Bond, the Bid Security of the remaining unsuccessful Bidders will be returned.

City of Hackensack
James A. Mangin, CFO/QPA

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS

WITHIN THE CITY OF HACKENSACK

INSTRUCTIONS TO BIDDERS

DEFINED TERMS:

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

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

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

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

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

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

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

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

BIDDER: shall mean one who submits the Bid.

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

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

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS

WITHIN THE CITY OF HACKENSACK

INSTRUCTIONS TO BIDDERS

1) TERM OF THE CONTRACT:

1. The term of the contract shall be for a two (2) year period.

2) The Bid.

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

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

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

5) Triplicate copies shall be submitted to the City Clerk in a sealed envelope:

Only the "ORIGINAL" will be evaluated to determine compliance.

(1 stamped "ORIGINAL" & 2 stamped "COPY")

Addressed: Deborah Karlsson, City Clerk

Location: City of Hackensack

65 Central Avenue, 3rd Floor

Hackensack, New Jersey 07601

Date: Wednesday, July 19, 2017

Time: 10:00 A.M.

2. Bearing the name and address of the Bidder written on the face of the envelope.

3. The envelope shall clearly be marked Bid:

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

6) BIDS FORWARDED THROUGH THE MAIL:

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

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

7) BID FORM:

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

8) FAILURE TO SIGN BID GUARANTEE:

On the part of the Successful Bidder as required by Law, shall be sufficient cause to annul the award.

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

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

10) MANDATORY AFFIRMATIVE ACTION CERTIFICATION:

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

Goods and Services (including Professional Services) Contracts:

Each Contractor shall submit to the public agency, after notification of award but prior to execution of a Goods and Services Contract, one of the following (3) three documents:

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

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

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

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

12) STOCKHOLDER DISCLOSURE:

N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any contract for the performance of any work or the furnishing of any Goods and Services, unless, prior to the receipt of the Bid or accompanying the Bid of said Corporation or Partnership, Bidders shall submit a statement setting forth the names and addresses of all Stockholders in the Corporation or Partnership who own (10%) ten percent or more of its stock of any class, or of all individual partners in the partnership who own a (10%) ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the Bid Proposal. This requirement applies to all forms of Corporations and Partnerships, including, but not limited to, Limited Partnerships, Limited Liability Corporations, Limited Liability Partnerships and Subchapter S Corporations. Failure to submit a Stockholder Disclosure document shall result in rejection of the Bid.

13) PROOF OF BUSINESS REGISTRATION:

A copy of New Jersey Business Registration Certificate must be included with submitted Bid Proposal. Proof of registration shall be a copy of the Bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all Subcontractors that knowingly provide Goods or perform Services for a Contractor fulfilling this contract:

- 1) The Contractor shall provide written notice to its Subcontractors and suppliers to submit proof of Business Registration to the Contractor;
- 2) Prior to receipt of final payment from a contracting agency, a Contractor must submit to the Contracting agency an accurate list of all Subcontractors or attest that none was used;
- 3) During the term of this Contract, the Contractor and its affiliates shall collect and remit, and shall notify all Subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

14) **NON-COLLUSION AFFIDAVIT:**

The Affidavit shall be properly executed and submitted with the Bid Proposal.

15) **PUBLIC WORKS CONTRACTOR REGISTRATION:**

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

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

Must be included with submitted Bid Proposal.

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

New Jersey Public Law 2012, Chapter 25, prohibits Public Contracts by with persons or entities engaged in certain investment activities in the energy and financial sectors of Iran as defined in the Law and implements the authority granted under Federal Law to the States and to Local Governments pursuant to the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, Public Law 111-195.

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

18) **RIGHT TO TERMINATE CONTRACT:**

The City of Hackensack reserves the right to terminate the contract on thirty (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 state and attach an Addendum to his/her Proposal and specifically delineate those components or items which will be "used". The City of Hackensack expects that all Bidders shall utilize new goods, materials, etc., in their Bids and the City reserves the right to reject any Bid where "used" goods or materials, etc. are submitted when new goods or materials, etc. could be used.

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

32) **CONSENT OF SURETY:**

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

33) **PERFORMANCE BOND:**

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

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

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

In the amount specified on the "Bid Form".

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

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

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

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

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

39) Fuel oil delivery or "surcharges" are not acceptable. No other charges will be paid by the City of Hackensack unless expressly agreed to in these Specifications.

40) The Successful Bidder understands that the award is subject to the availability of funds and the proper execution of a Purchase Order(s) by the City Manager or the Purchasing Agent.

41) Whenever applicable, the Contractor agrees that only manufactured products of the United States will be used in the contract work. Contractor will comply with N.J.S.A. 40A:11-8.

42) All Successful vendors must be submitted within (7) days after receipt of the notification of intent of award the Contractor or receipt of the Contract, whichever is sooner.

43) **INSURANCE REQUIREMENTS:**

The Contractor should keep in force the following types of Insurance in a Company of companies acceptable to the:

A) **Workers Compensation:**

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

B) **Comprehensive General Liability:**

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

C) **Automobile Liability:**

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

D) **Umbrella Liability:**

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

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

E) Property Insurance:

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

F) Indemnification Agreement:

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

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

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

G) Labor Provisions:

The City of Hackensack has requested Prevailing Wage rates for this project.

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

Pursuant to N.J.S.A. 34:11-56.27, all work to be done by workers under within contract shall be paid not less than the Prevailing Wage rate. In the event it is found that any worker employed by the Contractor or any Subcontractor covered by the contract, has been paid a rate of wages less than the Prevailing Wage required to be paid, as shall be designated by the Commissioner of Labor, or his/her 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/her sureties shall be liable to the City for any excess costs occasioned thereby.

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

A copy of the Prevailing Wage rates and Certified Payroll form may be obtained by contacting:

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

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

Bidder's Initials: JAC

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

SCOPE OF WORK:

The scope and intent of this Specification is to obtain Bid quotations, for labor, supervision, and equipment to be used for the Repair or Maintenance of the Emergency Storm and Sanitary Sewer Systems of the City of Hackensack. Work to be performed under this contract shall not be constructed to be included in other contracts let by the City for rehabilitation work or improvements performed on the Storm and Sanitary Sewer Systems.

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

HOURS TO BE CHARGED:

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

EXCESS EXCAVATED MATERIAL:

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

TRENCH PATCHING:

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

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

SIZE OF CREW:

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

QUALIFICATION OF BIDDER:

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

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

- ❖ Experience in the kinds of work contemplated by this contract. This work shall include but is not limited to:
 - 1) Replacement of manhole frames and covers.
 - 2) Cutting and sections of defective sanitary and storm sewer pipe and replacement of same.
 - 3) Minors extensions of sanitary sewers or storm sewers.
 - 4) Rebuilding of storm and sanitary basins and storm drain chambers.
 - 5) Resurfacing of affected street areas after repairs have been completed.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

TERMS OF AGREEMENT:

This agreement shall run for a two (2) year period.

EQUIPMENT AND PERSONNEL SPECIFICATIONS:

- 1) Back Hoe:
 - Crawler mounted with minimum of a $\frac{3}{4}$ cubic yard bucket, including operator.
- 2) Back Hoe-Loader:
 - Rubber tired machine having 3/8-1/2 cubic yard bucket on back-hoe and a front loading bucket, with a minimum of one (1) cubic yard capacity. Proposed rental unit price shall include the machine operator.
- 3) Truck(s) (Dump Truck):
 - Trucks, Diesel, or Gasoline Powered, with water tight dumping body of minimum of ten (10) cubic yard capacity; including driver.
- 4) Air Compressor:
 - Portable air compressor having a minimum delivery capacity of 185 c.f.m. Rental of air compressor shall include the associated air hammers and/or compacting as may be required to perform the work.
- 5) Pumps:
 - Pumps shall be of the centrifugal type, gasoline powered with suction side sizes of 2 inch, 3 inch, 4 inch, or 6 inch diameter. Pump rental shall include all suction and discharge hose and fittings as may be required for the specific project the pump is being used on. Pumping shall include dewatering and sanitary by-pass.
- 6) Labor:
 - The Proposal for labor shall constitute the total hourly cost to the City of Hackensack for the services of a competent, physically qualified laborer to perform the laboring services associated with the repair, replacement or relocation of storm and sanitary sewers within the City of Hackensack. Said hourly rate shall include all taxes, insurance costs, benefit costs, profit, and any other reasonable charges or costs normally associated with hourly rate charges. The total number hours for which the City of Hackensack is charged the hourly rate should not include the time of travel from contractor's plant or place of business to the site of the proposed work to be

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

New Jersey Department of Labor, Division of Workplace Standards,

Public Contracts Section

P.O. Box 389

Trenton, New Jersey 08625-0389

(609) 292-2259

7) Supervision:

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

8) Miscellaneous and Hand Tools:

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

9) Traffic Control:

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

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

10) Materials:

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

11) Additional Equipment:

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

SCHEDULE OF QUANTITIES:

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

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

PERFORMANCE BOND:

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

CITY OF HACKENSACK

BID FORM

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

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

BID DATE: Wednesday, July 19, 2017

TIME: 10:00 A.M.

We have read and agree to the attached specifications and propose to furnish

"EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN THE CITY OF HACKENSACK" at the prices set forth on pages:

Respectfully submitted:

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

ADDRESS: 101 E. Broadway

CITY/STATE/ZIP CODE: Hackensack, NJ 07601

EMAIL ADDRESS: Vincent.Valentini@jfcson.us

REPRESENTATIVE (PRINT): Dale A. Creamer

SIGNATURE: 

TITLE: Executive Vice President

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

DATE: July 19, 2017

J. Fletcher Creamer & Son, Inc. is Incorporated Under the Laws
of the State of New Jersey - Incorporation Date: June 16, 1954



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

July 19, 2017

The Directors of J. Fletcher Creamer & Son, Inc. have unanimously adopted a resolution appointing the following individuals to the positions indicated below and have authorized each of them to act as set forth below:

CEO	J. Fletcher Creamer, Jr.
President & COO	Joseph T. Walsh
Executive VP	Dale A. Creamer
Executive VP & CFO	Andrew C. Wood

Each of the above individuals have been authorized to sign and submit all Bid and Contract documents on behalf of J. Fletcher Creamer & Son, Inc.

I, Roger Fedorchak, Corporate Secretary of **J. FLETCHER CREAMER & SON, INC.** hereby certify that the foregoing resolution has been duly and regularly adopted by the Directors of J. Fletcher Creamer & Son, Inc.


Roger Fedorchak, Corporate Secretary

Corporate Seal

Sworn to me this 19th day of
July 2017


Notary Public
RAFAELA BELLONI
Notary Public of New Jersey
ID #: 2202375
My Commission Expires Sept. 20, 2017

AN EQUAL OPPORTUNITY EMPLOYER

CITY OF HACKENSACK

BID FORM

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

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

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

In compliance with your invitation for bids dated Wednesday, July 19, 2017 the undersigned hereby declares that he proposes to furnish all labor, equipment, and material and to complete all work promptly and as specified and delineated in the plans and specifications for the price per unit of measure for each item of work in the "Schedule of Prices" following:

SCHEDULE OF PRICES:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
1:	48 Hours	<u>Back Hoe:</u> Crawler mounted back-hoe excavator with minimum of $\frac{3}{4}$ cubic yard bucket, including operator: _____ <u>One</u> _____ Dollars _____ <u>Zero</u> _____ Cents per hour	\$ <u>1.00</u>	\$ <u>48.00</u>
2:	100 Hours	<u>Back-Hoe Loader:</u> Rubber tired machine having $3/8-1/2$ cubic yard bucket, with minimum of one (1) cubic yard capacity. Proposed rental unit price shall include the machine operator. _____ <u>Ninety</u> _____ Dollars _____ <u>Zero</u> _____ Cents per hour	\$ <u>90.00</u>	\$ <u>9,000.00</u>
3:	160 Hours	<u>Truck (Dump Truck):</u> Truck, dump body, diesel or gasoline powered body, with minimum of two (2) cubic yard capacity, including driver. _____ <u>Sixty</u> _____ Dollars _____ <u>Zero</u> _____ Cents per hour	\$ <u>60.00</u>	\$ <u>9,600.00</u>

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
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4.	96 Hours	<u>Air Compressor:</u> Portable air compressor having a minimum delivery capacity of 185 c.f.m. Rental of an air compressor shall include the associated air hammers and/or compactors as may be required to perform.	\$ <u>0.01</u>	\$ <u>0.96</u>
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Zero Dollars

One Cents per hour

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

(a) 48 Hours	<u>Two Inch:</u>	\$ <u>0.01</u>	\$ <u>0.48</u>
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Zero Dollars

One Cents per hour

(b) 120 Hours	<u>Three Inch:</u>	\$ <u>0.01</u>	\$ <u>1.20</u>
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Zero Dollars

One Cents per hour

(c) 24 Hours	<u>Four Inch:</u>	\$ <u>0.01</u>	\$ <u>0.24</u>
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Zero Dollars

One Cents per hour

(d) 24 Hours	<u>Six Inch:</u>	\$ <u>0.01</u>	\$ <u>0.24</u>
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Zero Dollars

One Cents per hour

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
6:	800 Hours	<u>Labor:</u> Contractor agrees to furnish labor conforming to Section 6 of the Specifications and in accordance with the provisions of said Section 6 of the Specifications at a rate of: <u>Forty</u> Dollars <u>Zero</u> Cents per hour	\$ <u>40.00</u>	\$ <u>32,000.00</u>
7:	200 Hours	<u>Supervision:</u> Contractor agrees to furnish a project supervisor as specified in Section 7 of the Specifications, at the hourly rate of: <u>Zero</u> Dollars <u>One</u> Cents per hour	\$ <u>0.01</u>	\$ <u>2.00</u>
8:	16000 Unit	<u>Materials:</u> Contractor proposes to furnish and deliver to the job site any and all materials as may be required for a specific project. Said materials shall be charged to the City of Hackensack at the following rate: Cost to Contractor (confirmed by invoice) plus percent	\$ <u>5.00</u> %	\$ <u>16,800.00</u>
9:	5000 Unit	<u>Additional Equipment:</u> Contractor proposes to furnish additional equipment to the job site, as directed and agreed to by the City of Hackensack as may be required for a specific project. Said equipment shall be charged to the City of Hackensack at the following rate: Cost to contractor (confirmed by invoice or the Rental Rate Blue Book): Plus percent for overhead and profit	\$ <u>1.00</u> %	\$ <u>5,050.00</u>

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES	UNIT PRICE	COMPUTED TOTALS
10:	1 Ton	<u>Recycled Concrete Aggregate ("RCA"):</u> Contractor proposes to furnish and deliver to the job site any and all materials as may be required for specific project. Said materials shall be charged to the City of Hackensack at the following rate:	<u>\$ 675.00</u>	<u>\$ 675.00</u> Per Ton
11:	1 Ton	<u>Asphalt Patching "FABC":</u> Contractor proposes to furnish and deliver to the job site any and all materials as may be required for a specific project. Said materials shall be charged to the City of Hackensack at the following rate:	<u>\$ 550.00</u>	<u>\$ 550.00</u> Per Ton
12:	1 BF	<u>Sheeting (By the Board Feet "BF"):</u> Contractor proposes to furnish and deliver to the job site any and all materials as may be required for a specific project. Said materials shall be charged to the City of Hackensack at the following rate:	<u>\$ 35.00</u>	<u>\$ 35.00</u> By Board Feet

COMPUTED TOTAL ITEMS 1-12 IN WORDS AND FIGURES

Seventy Three Thousand, Seven Hundred Sixty Three DOLLARS
and Twelve Cents
\$ 73,763.12

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

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE

Each Contractor shall submit to the Public Agency, after notification of award but prior to execution of a Goods and Services contract, one of the following three (3) documents:

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

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

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

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

Department of the Treasury

State of New Jersey

P.O. Box 209

Trenton, NJ 08625-0209

(609) 292-5473

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

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

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

- (a) A photocopy of a valid letter that the Contractor is operating under an existing Federally approved or sanctioned Affirmative Action Program (good for one year from the date of the letter);

OR

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

OR

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

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

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

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

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

COMPANY: J. Fletcher Creamer & Son, Inc.

SIGNATURE: 

PRINT NAME: Dale A. Creamer TITLE: Executive Vice President

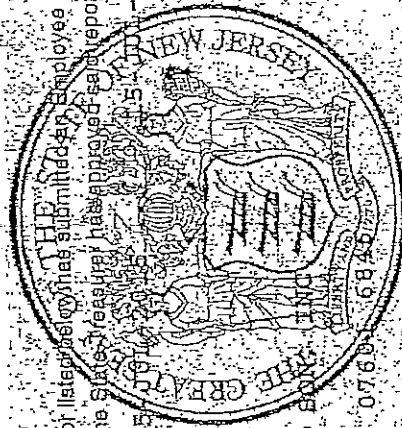
DATE: July 19, 2017

Certification 472
CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor, listed below, has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15/1/2015 - 15/1/2018

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



Andrew P. Sidamon-Einstoff
State Treasurer

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

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

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

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with

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

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

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

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

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

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service

and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

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

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the

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

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

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

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

MANDATORY LANGUAGE - AMERICANS WITH DISABILITIES ACT OF 1990

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

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

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

The contractor and the City of Hackensack, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses rising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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



Liberty Mutual Surety
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 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 Obligor) 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 Obligor on a contract for

Emergency Storm and Sanitary Sewer Repairs within the City of Hackensack

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

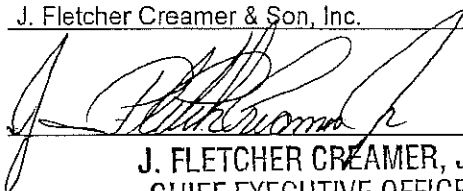
Signed and sealed this 19th day of July, 2017

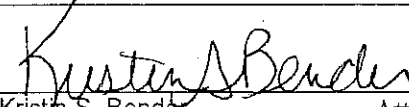

Witness

Roger Fedorchak
Secretary/Treasurer



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


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

By 
Kristin S. Bender Attorney-in-Fact

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

CONSENT OF SURETY

A Performance Bond may be required from the Successful Contractor on this project, and consequently, all Bidders shall submit, with their Bid, a certificate in substantially the following form:

TO: City of Hackensack
(Owner)

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

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

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

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

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

J. Fletcher Creamer & Son, Inc.
(Contractor)
Liberty Mutual Insurance Company
Kristin S. Bender
(Authorized Agent of Surety Company)
Kristin S. Bender, Attorney-In-Fact

Date: July 19, 2017

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 19th day of July, 2017 before me personally came

J. Fletcher Creamer, Jr. to me known,

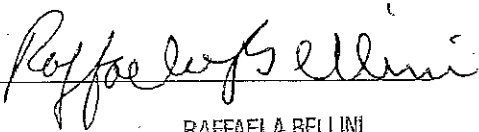
who, being by me duly sworn, did depose and say that he/~~she~~ resides in

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

J. Fletcher Creamer & Son, Inc.

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

(SEAL)



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

SURETY ACKNOWLEDGMENT

STATE OF NEW JERSEY

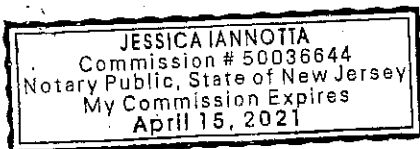
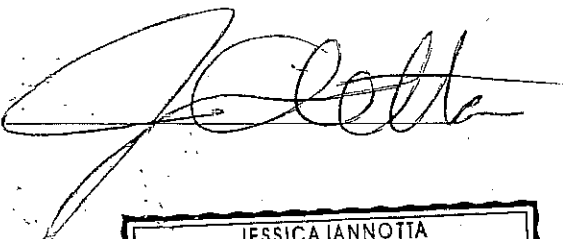
COUNTY OF MORRIS

On this 19th day of July, 2017 before me personally came
Kristin S. Bender to me known, who, being by me duly sworn, did depose and say
that she resides in Morristown, New Jersey that she is the Attorney-in-Fact of

Liberty Mutual Insurance Company

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

(SEAL)



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

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

Certificate No. 7627973

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

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation 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, Annette Leuschner; April D. Perez; James P. Holland; Jessica Lannotta; Kelly O'Malley; Kristin S. Bender; Marisol Mojica; William G. Morrissey

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2017.



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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion 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 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 19th day of July, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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



LIBERTY MUTUAL INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2016

Assets		Liabilities	
Cash and Bank Deposits.....	\$1,092,914,837	Unearned Premiums.....	\$6,929,723,299
*Bonds — U.S Government.....	1,406,763,970	Reserve for Claims and Claims Expense.....	17,233,877,300
*Other Bonds.....	11,379,916,523	Funds Held Under Reinsurance Treaties.....	208,362,823
*Stocks.....	10,349,761,988	Reserve for Dividends to Policyholders.....	944,909
Real Estate.....	290,265,760	Additional Statutory Reserve.....	39,649,905
Agents' Balances or Uncollected Premiums.....	4,709,977,463	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	112,757,395	Other Liabilities.....	<u>3,061,117,958</u>
Other Admitted Assets.....	<u>14,659,523,751</u>	Total.....	<u>\$27,473,676,194</u>
		Special Surplus Funds.....	\$95,257,334
		Capital Stock.....	10,000,000
		Paid in Surplus.....	9,229,250,104
		Unassigned Surplus.....	7,193,698,055
		Surplus to Policyholders.....	<u>16,528,205,493</u>
Total Admitted Assets.....	<u>\$44,001,881,687</u>	Total Liabilities and Surplus.....	<u>\$44,001,881,687</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, 2016, 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 23rd day of March, 2017.

T. Mikolajewski

Assistant Secretary



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 19, 2017

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, 2018**, 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
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE
- 26 - ACCIDENT AND HEALTH



RICHARD J. BADOLATO
COMMISSIONER

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

STOCKHOLDER DISCLOSURE CERTIFICATION

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

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

This requires Bidders to disclose whether they are a Partnership, Corporation or Sole Proprietorship. This form shall be completed, signed and notarized. Failure of the Bidder to submit the required information is cause for automatic rejection of the Bid.

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

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

Organization Address: 101 E. Broadway, Hackensack, NJ 07601

Part I

Check the box that represents the type of business organization:

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

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
See Attached	

J. Fletcher Creamer & Son, Inc.

Ownership Disclosure

Wholly Owned Subsidiary of APi Group, Inc.:

- J. Fletcher Creamer & Son, Inc.

APi Group, Inc. Ownership Structure

Greater than 10% Ownership of APi Group, Inc.:

1. Lee R. Anderson Trust u/w Reuben L. Anderson -- 46%
Trustee:
Lee R. Anderson, Sr.
3054 Gordon Dr.
Naples, FL 34102
2. APi Group, Inc. Employee Stock Ownership Plan* - 36%
Trustee:
Bill Beadie
705 Montcalm Place
St. Paul, MN 55116

*There are no individual plan participants that own more than 10% of company stock within plan

3. Lee R. Anderson, Sr. Revocable Trust dated 11/25/96 -- 11%
Trustee:
Lee R. Anderson, Sr.
3054 Gordon Dr.
Naples, FL 34102

Part III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II N/A

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

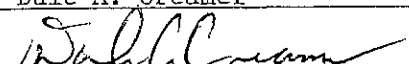
Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
See Attached	

Part IV

Certification

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

Full Name (Print):	Dale A. Creamer	Title:	Executive Vice Pres.
Signature:		Date:	July 19, 2017

J. Fletcher Creamer & Son, Inc.

Ownership Disclosure

Wholly Owned Subsidiary of APi Group, Inc.:

- J. Fletcher Creamer & Son, Inc.

APi Group, Inc. Ownership Structure

Greater than 10% Ownership of APi Group, Inc.:

1. Lee R. Anderson Trust u/w Reuben L. Anderson – 46%
Trustee:
Lee R. Anderson, Sr.
3054 Gordon Dr.
Naples, FL 34102
2. APi Group, Inc. Employee Stock Ownership Plan* - 36%
Trustee:
Bill Beadie
705 Montcalm Place
St. Paul, MN 55116

*There are no individual plan participants that own more than 10% of company stock within plan

3. Lee R. Anderson, Sr. Revocable Trust dated 11/25/96 – 11%
Trustee:
Lee R. Anderson, Sr.
3054 Gordon Dr.
Naples, FL 34102

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

BUSINESS REGISTRATION CERTIFICATE

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

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

05/07/08

Taxpayer Identification# 210-665-029/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

J. FLETCHER CREAMER & SON, INC.

TRADE NAME:

ADDRESS:

101 EAST BROADWAY
HACKENSACK NJ 07601

SEQUENCE NUMBER:

0097009

EFFECTIVE DATE:

06/16/54

ISSUANCE DATE:

05/07/08



Director
New Jersey Division of Revenue

FORM-BRC(08-01)

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

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.

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

Subscribed and sworn

Before me this 19th day

of July 2017.

Raffaella Bellini

Notary Public of New Jersey

Dale A. Creamer
Signature

Dale A. Creamer
Executive Vice President

My Commission Expires RAFFAELA BELLINI
Notary Public of New Jersey

ID # 2292025
My Commission Expires Sept. 20, 2017

Name and Title
(Type or Print)

Certificate Number
63819

Registration Date: 05/16/2016
Expiration Date: 05/15/2018



State of New Jersey
Department of Labor and Workforce Development
Division of Wage and Hour Compliance
Public Works Contractor Registration Act

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

Responsible Representative(s):

Joseph T Walsh, President
George Kreis, Vice-President
Dale A. Creamer, Vice-President
Glenn M. Rocca, Secretary
J Fletcher Creamer Jr, CEO

Responsible Representative(s):

Brad R Jorrey, Vice-President
Andrew C. Wood, Vice-President
Glenn L. Creamer, Vice-President
Roger Fedorchak, Treasurer

J. Fletcher Creamer & Son, Inc.
2016

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

Plumbing and Gas Fitting and All Kindred Work "NONE"

Name _____ Phone # _____

Address _____

License Number _____

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

Name _____ Phone # _____

Address _____

Electrical Work "NONE"

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work "NONE"

Name _____ Phone # _____

Address _____

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

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

WORK CATEGORY

NAME AND ADDRESS

Plumbing and Gas Fitting
And all kindred work

None

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

None

Electrical Work

None

Structural Steel and
Ornamental Iron Work

None

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

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

NON-COLLUSION AFFIDAVIT

State of New Jersey)
County of Bergen) ss:

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

I, Dale A. Creamer (name of affiant) residing in Ramsey (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 Executive VP (title or position) of the firm of J. Fletcher Creamer & Son, Inc. (name of firm), the bidder making this bid entitled Emergency Storm & Sanitary Sewer Repairs Within the City of Hackensack (title of bid proposal) and that I executed the said bid with full authority to do so and that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Hackensack relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for the said project. Specifically, the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any other competitor. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit a bid for the purpose of restricting competition; and I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial selling agencies maintained by J. Fletcher Creamer & Son, Inc. (N.J.S.A. 52:34-15).

(Signature of Bidder, if individual)

J. Fletcher Creamer & Son, Inc.
(Name of Corporation)

Executive Vice President
(Title of Officer)

Subscribed and sworn before me this day
July 19, 2017

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

Dale A. Creamer
(Type or print name of affiant under signature)

Dale A. Creamer
Executive Vice President

AFFIRMATIVE ACTION AFFIDAVIT:

STATE OF NEW JERSEY }

COUNTY OF Bergen }

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

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

J. Fletcher Creamer
I am employed by the firm of & Son, Inc. (Name of Bidder), the Bidder
submitting the Bid Proposal for the above named project, in the capacity of
Executive VP (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

Executive Vice Pres.
Title

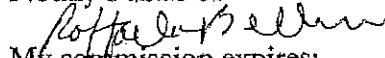

Signature
Dale A. Creamer

July 19, 2017
Date

Subscribed and sworn to before me this

19th Day of July 2017.

Notary Public of NJ


My commission expires: 20
Notary Public of New Jersey
ID # 2292025
My Commission Expires Sept. 20, 2017

STATE OF NEW JERSEY-- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: N/A

Bidder/ Offeror: J. Fletcher Creamer & Son, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

- ☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE

THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

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

ADD AN ADDITIONAL ACTIVITIES ENTRY

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 this 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 in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Dale A. Creamer Signature: 
Title: Executive Vice President Date: July 19, 2017

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

HOLD HARMLESS

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

Bidder's Initials: _____

MA

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

INSURANCE COVERAGE REQUIREMENTS

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

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

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

The following insurance is required:

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

(Bodily injury and property damage combined)

Coverage must include:

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

Bidder's Initials: JAC

CITY OF HACKENSACK RELATED WORK EXPERIENCE

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

CITY OF HACKENSACK RELATED WORK EXPERIENCE

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The Bidder owns or controls all the necessary equipment required to accomplish the work described in the Specifications.

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

By: 
(Signature)

Name of above: Dale A. Creamer
(Print Name)

Title: Executive Vice President

Date: July 19, 2017

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

DESCRIPTION

COMPACTORS

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

AIR COMPRESSORS

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

CRANES

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

CUTTING

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

DOZERS

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

DRILLING

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

EXCAVATORS

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

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

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

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

DESCRIPTION
Pipe Bender 1-3"
Pipe Bender 1-5"
Pavement Breaker
Rock Splitter
Rebar Bender Gas
Rebar Bender Elect
Spider Plow SP17
Spider Plow SP18
Swamp Mats Timber
Jack Hammer
Pipe Laser
Line Stop (no fittings)
Wrecking Ball Small
Wrecking Ball Large
Pres Washer Cold 3K psi
Pres Washer Hot
20' Storage Container
Conc. Buggy
Sand Blaster no sand/comp
Scissor Lift
Manhole Blower
Clayspade
Chipping Hammer
PILE DRIVING
Vulcan 01 Pile Driver
Vulcan 06 Pile Driver
Conmaco 65E Pile Driver
Pile Leads Per FT
Hyd Spotter Box
PUMPING
Subm Pump Elec 2"
Subm Pump Elec 3"
Trash Pump 3"
Trash Pump 4"
Trash Pump 6"
Trash Pump 8"
Trash Pump 12"
Hyd Pump 8" w/ PP
3" Discharge Hose 50'
4" Discharge Hose 50'
6" Discharge Hose 50'
8" Discharge Hose 50'
12" Discharge Hose 50'
Test Pump
ROCK DRILLS
Air Track I/R ECM490
Air Track I/R ECM590
ROLLERS
Vibro Roller Walk V-30

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

DESCRIPTION

Roller 2 Axle B-150 1 TN
 Roller 2 Axl IR DD35 5 TN
 Sngl Drum Roller IR SD100

SAFETY EQUIPMENT

Confined Space Eqp
 Break Away Barricade
 Traffic Cones (set of 10)
 Wind Master Sign
 Lamp Barricade
 Plastic Drums (set of 5)

SCREENING EQUIPMENT

Screener Small
 Screener Large

SHORING

Steel Plates SF/DY
 Steel Plates SF/WK
 Steel Plates SF/MO
 Trench Box SM
 Trench Box LG

SWEEPERS

Sweeper Ride On
 Sweeper Walk Behnd

TAPPING EQUIPMENT

Tapping Mach 0.5"-1"
 Tapping Mach 4"-12"

TRAILERS

Trailer Tag-a-long 4 TN
 Trailer Tag-a-long 9 TN
 Trailer Tag-a-long 12 TN
 Trailer Tag-a-long 20 TN
 Trailer Lo-boy 35 TN
 Trailer Low-Boy 60 TN
 Trailer Low-Boy 70 TN
 Trailer Land All 35 TN
 Trailer Drop Deck 32'
 Trailer Drop Deck 53'
 Trailer Flat 40'
 Trailer Flat 48'
 Trailer Stretch 40-60'
 Trailer Tar Wagon
 Trailer ExcaVac
 Trailer Rodder
 Trailer Arrow Board
 Trailer VMS Sign
 Trailer Light Tower
 Trailer Pipe (HDPE)
 Trailer Reel S/A
 Trailer Reel T/A

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

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

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

THE CITY OF HACKENSACK

CERTIFICATE OF EXPERIENCE

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

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

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

(Print)

By: Dale A. Creamer

Title: Executive Vice President

Witness: Roger Fedorchak

Roger Fedorchak
Secretary/Treasurer

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>CONTRACT</u>
2016			
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Repair & Replace Accident Damaged Guide Rail	Various Turnpike Locations	\$ 6,584,956.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Repair & Replace Accident Damaged Guide Rail	Various Garden State Pkwy Locations	\$ 5,833,091.00
Schifano Construction Corp. One Smalley Avenue Middlesex, NJ 08846 (732) 356-4140 Phil Schifano	Install 1700 SY Non-Veg, 5258' of Beam Guide Rail & Reset 65 End Treatments	Bedminster, NJ	\$ 421,000.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & 3M Line 13780' of 6" CIP, Install Temporary Bypass, New Valves & Hydrants	Westfield, NJ	\$ 1,957,762.95
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement Mortar Line 6026' of 18" & 20" CIP, Install Temporary Bypass, Renew Valves & Hydrants	Millburn, NJ	\$ 1,347,694.76
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	2015 Framework Agreement for the Cleaning & Lining of Water Mains	Fanwood, NJ	\$ 772,014.49
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & 3M Line 2300' of 16" CIP, Install Temporary Bypass, New Valves & Hydrants	Westfield, NJ	\$ 632,559.28
NJ American Water 1025 Laurel Oak Road Voorhees, NJ 08043 (856) 309-4752 Lauren Heaps	Install 3911' of 8" PVC Sewer Main, 15 Each Sewer Manholes & 60 Each 4" PVC Sewer Laterals	Lakewood, NJ	\$ 984,267.00
NJ American Water 1025 Laurel Oak Road Voorhees, NJ 08043 (856) 309-4752 Lauren Heaps	Install 1950' of 8" DIP, 2500' of 12" DIP & 65 1" Services	Lakewood, NJ	\$ 790,283.60

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
Della Pello paving, Inc. 40 Milltown Road Union, NJ 07083 (908) 687-6070 Manny Maragoto	Install 1251' of Beam Guide Rail, 244' of Beam Bridge Rail, 2374' Blockout, Remove 2323' of Beam Guide Rail, Ends & Signs	Mahwah, NJ	\$ 686,531.00
Tenco Management, LLC 101 E. Broadway Hackensack, NJ 07601 (201) 488-9800 Richard DeNicola	Sitework, Including Grading, Drainage, Sewer, Water Mains, Services, Paving, Curbs & Sidewalks	Norwood, NJ	\$ 735,000.00
American Water 1025 Laurel Oak Road Voorhees, NJ 08043 (856) 309-4753 Erika Vardaxis	Install 5740' of 8" & 12" Water Main	Temple Hills, MD	\$ 790,860.00
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8245 Tiffany McGrant	Install 7095' of 8"-16" Water Main Replacement	Temple Hills, MD	\$ 3,192,967.00
Northeast Remco Construction, Inc. 1433 Route 34 Farmingdale, NJ 07727 (732) 557-6100 Derrick Labatch	Install Guide Rail, Signs & Berm Surface	Garden State Pkwy MP 121-131	\$ 322,928.00
Mount Construction Co., Inc. 427 S. White Horse Pike Berlin, NJ 08009 (856) 768-8493 Michael Mazarella	Install PSE&G Electric Duct Bank & Manhole	Magnolia, NJ	\$ 705,505.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 365-5361 Chris Feuheur	Install 4 Manholes & 2000' of Conduit	Bloomfield & Glen Ridge, NJ	\$ 998,900.00
Old Bridge MUA 15 Throckmorton Lane Old Bridge, NJ 08857 (732) 679-6070 Arthur Haley	Install FRP Sheet Pile Retaining Wall & Flood Wall; Including Grading, Drainage, Landscaping & Irrigation	Old Bridge, NJ	\$ 1,753,640.00
NJ Department of Transportation 200 Stierli Court Mt. Arlington, NJ 07856 (973) 601-6670 Chrissa Roessner	Remove & Replace Concrete Bridge Deck @ Route 21, Ramp F, Over NJ Transit Mainline	Clifton, NJ	\$ 1,863,732.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
Aqua New Jersey 10 Black Forest Road Hamilton, NJ 08691 (609) 587-5406 James Barbato	Water Main & Service Replacement	Phillipsburg, NJ	\$ 1,484,950.00
UTEC Construction Corp. One Washington Plaza Boston, MA 02136 (617) 971-6669 Andy Vena	Jack & Bore at C-2 & C-3 Crossings	Hackensack & Rochelle Park, NJ	\$ 2,816,793.00
Pennsylvania Turnpike Commission PO Box 67676 Harrisburg, PA 17106-76776 (717) 831-7370 Mark Compton	Install 2002 Mile Markers	MP 201.30 to 302.69	\$ 574,444.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & 3M Line 7795' of 6" CIP, Install Temporary Bypass & Renew Valves & Hydrants	Westfield, NJ	\$ 1,917,035.88
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & 3M Line 2500' 6" CIP, Install Temporary Bypass & Renew Valves & Hydrants	West Orange, NJ	\$ 507,742.86
Village of Ossining 16 Croton Avenue Ossining, NY 10562 (914) 769-3400 Steve Trinidad	Clean & Cement Mortar Line Water Mains	Ossining, NY	\$ 1,986,742.00
Pennsylvania Turnpike Commission PO Box 67676 Harrisburg, PA 17106-76776 (717) 831-7370 Mark Compton	Install 1298 Mile Markers	Chester, Montgomery & Bucks Counties	\$ 557,444.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 430-3613 Susan Corsino	Demo Existing Foundations, Repair Geomat Liner & Install Temporary Foundations	Jersey City, NJ	\$ 574,520.00
Della Pello paving, Inc. 40 Milltown Road Union, NJ 07083 (908) 687-6070 Manny Maragoto	Install 5803 SY Porous Non-Veg, 7300' BGR, 3173' Rub Rail, 18 FGRT, 19 BGRA, 17 Blockout, 1400' Reset Beam Guide Rail & 8100' Removal of Rail	Newark, NJ	\$ 612,730.00

OWNER	WORK PERFORMED	LOCATION	CONTRACT
North Hudson Sewerage Authority 1600 Adams Street Hoboken, NJ 07030 (201) 963-6043 Fred Poccia	Line 2500' of 12" Diameter Sewer	Weehawken, NJ	\$ 1,682,270.00
Washington Suburban Sanitary Commission 14501 Sweltzer Lane Laurel, MD 20707 (301) 206-8415 Tom Young	Install 17,373' of 4"10" DIP, Renew Services, Valves & Hydrants, Install & Remove Temporary Water System During the Work	Woodhaven, MD	\$ 3,055,333.70
Jersey City MUA 555 Route 440 Jersey City, NJ 07305 201-432-1150 Kevin Carr	Install 1936' of 36" & 42" Sewer Main	Jersey City, NJ	\$ 4,219,870.00
Altoona Water Authority 900 Chestnut Avenue Altoona, PA 16601 (814) 949-7272 Michael Sinisi	Clean & Cement Mortar Line 13520' of 16" CIP	Altoona, PA	\$ 329,480.00
Orange & Rockland Utilities One Blue Hill Plaza Pearl River, NY 10965 (845) 577-3380 Michael Curran	Excavation, Backfill, Installation of Concrete Foundations, Grounding Grids, Asphalt, Perimeter Fencing, Underground Conduit in Support of the New Substation & All Associated Civil Work	Montvale, NJ	\$ 2,529,000.00
Passaic Valley Water Commission 1575 Main Avenue Clifton, NJ 07011 (973) 340-4355 Patrick Porcaro	Clean & Cement Mortar Line 22000' of 6" & 8" CIP, Install a Temporary Bypass System & Renew Valves	Clifton, Paterson & North Arlington, NJ	\$ 2,328,943.76
Suez Water 1451 Route 37 West Toms River, NJ 08755 (732) 904-6419 Jim Mastrokalos	Demo of Existing Pump Station & Construction of New Pump Station; Including Grading, Foundations, Sanitary Suction & Discharge Lines, Paving, Landscaping, Setting of Precast Building & Construction of New Roof	Toms River, NJ	\$ 811,650.00
Suez Environmental 461 From Road Paramus, NJ 07652 (201) 225-5115 Tara Bulin	Construction of New Water Booster Station Complete w/ Pumping System, Chemical Feed System & New Building	Franklin Lakes, NJ	\$ 1,712,480.00
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 407-5811 Elaine Chase	Pump House Foundations & Piles, Ground Cables & Site Restoration	Sewaren, NJ	\$ 368,440.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 407-5811 Elaine Chase	Excavation, Foundation Demo, Concrete Foundations, Grouting, Conduit, Cable Trench, Backfilling, Grading, Yard Stone, Electrical, Landscaping & Electrical Work	Little Ferry, NJ	\$ 432,000.00
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 407-5811 Elaine Chase	Excavation, Steel Pipe Piles, Concrete Foundations, Duct Bank, Manholes, Grouting, Conduit, Cable Trench, Backfilling, Grading, Yard Stone, Electric Work & Demo for the South Waterfront Switch Gear & SL&P Foundations	Jersey City, NJ	\$ 7,440,403.05
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8415 Ahmed Baig	Install 3243' of 4"-10" DIP, Renew Services, Valves & Hydrants. Install & Remove a Temporary Water System During the Work	College Park, MD	\$ 788,127.00
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 407-5811 Elaine Chase	Excavation, Piling, Concrete Foundations, Conduit, Grouting, Fence with Foundations	Hoboken, NJ	\$ 9,068,500.00
County of Cumberland 800 E. Commerce Street Bridgeton, NJ 08302 (856) 453-2192 Douglas Whitaker	Install 4000' of Beam Guide Rail & 60 End Treatments	Cumberland County, NJ	\$ 307,444.00
City of Wildwood 4400 New Jersey Avenue Wildwood, NJ 08269 609-522-2444 Chris Wood	Directional Drill 950' of 20" HDPE Water Main	Wildwood, NJ	\$ 529,777.00
Williams-Transco Gas Pipeline 99 Farber Road Princeton, NJ 08540 (609) 936-2411	Remove & Replace Existing Bridge over Moonachie Creek w/Precast Concrete Structure & Superstructure, Includes Protection of Existing Gas Lines in Roadway, Installation of Sheet Piles for New Abutment & Roadway & Roadway Removal/Replacement	Carlstadt, NJ	\$ 2,464,494.00
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 787-5077 Mark Schneider	Install 2 Manholes & 1000' of Conduit	North Bergen, NJ	\$ 1,032,325.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
PSE&G 4000 Hadley Road South Plainfield, NJ 08070 (973) 430-8182 Don D'Amico	Demo & Replacement of New Parking Lot, Including Paving, Curb, Temporary Lot, Drainage & Sitework	Florence Township, NJ	\$ 926,186.00
Pepco 401 Eagle Run Avenue Newark, DE 19702 (302) 593-4302 Steve Pepe	Install 2 Manholes, 1700' of Conduit & 1 Tower Foundation	Pennsville, NJ	\$ 2,199,775.00
Pepco 401 Eagle Run Avenue Newark, DE 19702 (302) 593-4302 Steve Pepe	Install 3 Manholes, 970' of Conduit & 1700' of Directional Drill	Stone Harbor, NJ	\$ 4,546,790.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 430-3613 Susana Corisino	Control House Foundation, SI&P Foundations, Switchgear Foundations & Duct Bank	Hackensack, NJ	\$ 2,065,100.00
Hunter Roberts 1717 Arch Street Philadelphia, PA 19103 (215) 205-7884 Jim Jankiewicz	Install 8 Manholes, 3385' of Conduit & 12 Transformer Pads	Princeton, NJ	\$ 494,524.00
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-6355 Anthony Genovese	Install 66,000' of Various Types of Beam Guide Rail	Parsippany, NJ	\$ 6,484,876.00
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8118 Alexis Askew	Install 14549' of 8"-12" DIP Water Main, 25 Fire Hydrants, 197 1"-2" Water Services & 4" Bypass	Hyattsville, MD	\$ 2,742,982.00
Washington Suburban Sanitary Commission 14501 Sweitzer Lane Laurel, MD 20707 (301) 206-8118 Alexis Askew	Install 7810' of 4"-10" DIP, Renew Services, Valves & Hydrants, Install & Remove a Temporary Water System During the Work	Beltsville, MD	\$ 1,319,535.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement 3M Line 19,770' of 6" CIP, Renew Services, Valves & Hydrants. Install Temporary Bypass	Westfield, NJ	\$ 2,666,669.24

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
J.W. Didado Electric 1033 Kelly Avenue Akron, OH 44306 (330) 374-0070 Brian Reese	Install 2450' pf Guide Rail, 2400 SY Non-Veg & 2400 SY Regrade Berm	Monroe, NJ	\$ 359,664.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement Mortar Line & 3M 14259' of 6" CIP, Install Temporary Bypass, Renew Valves & Hydrants. Install 1821' of 12" DIP	Westfield, NJ	\$ 2,512,042.45
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement & 3M Line 15878' of 6" CIP, Install Temporary Bypass, Renew Valves & Hydrants	Clark, NJ	\$ 2,240,172.02
Washington Suburban Sanitary Commission 14501 Sweetzer Lane Laurel, MD 20707 (301) 206-8884 Richard Colbert	Install 20195' of 4"-16" DIP. Renew Services, Valves & Hydrants. Install & Remove Temporary Water System During the Work	High Bridge Estates, MD	\$ 3,540,440.00
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 407-5811 Elaine Chase	Excavation, Concrete Foundations, Conduit Stubs & Duct Bank @ McCarter Substation	Newark, NJ	\$ 3,152,700.00
Diamond Materials 228 Blackwood-Barnsboro Road Blackwood, NJ 08012 (856) 232-0400 Keegan Golomb	Install 4 Cantilever Sign Structures with Drilled Shaft Foundations	St. Georges, DE	\$ 409,000.00
PSE&G Fossil, LLC 80 Park Plaza Newark, NJ 07102 (973) 803-1487 Alex Neeley	Repairs to the Existing Mill Creek Bridge on Victoria Terrace Going in to Bergen Generating Station; Includes Removing & Replacing Existing Stringers & Decking, Pile Jacketing & Structural Repairs, Guide Rail Improvements, Milling & Paving	Ridgefield, NJ	\$ 697,012.00
Fort Lee Board of Education 2175 Lemoine Avenue Fort Lee, NJ 07024 (201) 585-4612 Jack DeNichilo	Sitework Consisting of Demo, Clearing of Existing Field Turf, Sidewalk, Asphalt, Garage Building & Container, Earthwork, Cuts & Fills for Site & Building Foundations, Rock Excavation, Utility Installation, Storm Drainage, Sewer, Water, Site Lighting & Electric, Keystone Retaining Walls, Curbs, Sidewalks & Asphalt Paving	Fort Lee, NJ	\$ 3,627,000.00

WORK PERFORMED

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>LOCATION</u>	<u>CONTRACT</u>
2015			
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-6355 Anthony Genovese	Install 128,000' of Various BGR for Crossover 12	Various NJ Locations	\$ 12,874,664.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 430-7839 Ken Bauer	Install 30,500' of Gas Main & 885 Services	Jersey City, NJ	\$ 6,900,384.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 430-7839 Ken Bauer	Install 57,150' of Gas Main & 1790 Services	Hackensack, NJ	\$ 7,775,930.00
PSE&G 80 Park Plaza Newark, NJ 07102 (973) 430-7839 Ken Bauer	Install 52,025' of Gas Main & 1095 Services	New Milford, NJ	\$ 6,400,000.00
PCL Construction Services 300 Paterson Plank Road East Rutherford, NJ 07083 (201) 635-3600 Casey Tollman	Modifications to Existing Loading Dock Areas, Including Demo of Existing Asphalt & Concrete, Asphalt Paving & Concrete Flat Work, Sanitary & Drainage	East Rutherford, NJ	\$ 5,050,000.00
PSE&G 80 Park Plaza Newark, NJ 07102 (732) 407-5811 Elaine Chasse	Modifications, Structural Slab Work & Piling, Concrete FNDs, Concrete Duct Bank, Conduit, Cable Trench & Grounding	Sewaren, NJ	\$ 4,860,000.00
PSE&G 100 Eagle Rock Avenue East Hanover, NJ 07936 (973) 526-5381 Ragner Reyes	Excavation, Steel Pipe Piles, Concrete FNDs, Duct Bank, MH's, Grounding, Conduit, Cable Trench, Backfilling, Grading, Yard Stone, Paving & Electric for PSE&G BLC 138/26kV Yard & All Associated	Linden, NJ	\$ 5,718,580.00
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 481-2508 Mike Percarpio	Excavation, Steel Pipe Piles, Concrete FNDs, Duct Bank, MH's, Grounding, Conduit, Backfilling, Grading, Yard Stone, Paving, Electrical Work for Marion 26kV Switching Station	Jersey City, NJ	\$ 8,785,850.00

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
PSE&G 80 Park Plaza Newark, NJ 07102 (201) 481-2508 Mike Pertarpio	Excavation, Steel Pipe Piles, Concrete FNDS, Duct Bank, MH's, Grounding, Conduit, Backfilling, Grading, Yard Stone, Paving, Electrical Work for NEG Hudson 230KV Phase II Civil Work	Jersey City, NJ	\$ 7,200,000.00
PSE&G 80 Park Plaza Newark, NJ 07102 (732) 407-5811 Elaine Chasse	Concrete GIS FNDS, Conduit, Grounding at McCarter Substation	Newark, NJ	\$ 3,277,940.00
2014 New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (973) 770-5025 Carl Kneidinger	Route 3 Over the Passaic River Bridge Replacement - Including construction of 6 Bridges, 20 Retaining Walls, 4 Noise Walls, 19 Sign Structures, Drilled Shafts, Cast- In-Place Concrete, Structural Steel, Painting, Precast Box Beams, Electrical Work, Environmental Work, Drainage, Paving, Guide Rail, Striping, Reinforcing Steel & Landscaping	Clifton, Rutherford & Lyndhurst, NJ	\$ 165,747,491.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Installation of VMS on the Garden State Parkway - North	Various Locations	\$ 11,150,908.70
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Joseph Lentini	Repair/Replace Guide Rail & Attenuators	Various Locations	\$ 8,886,101.00
Earle Asphalt Company PO Drawer 556 Farmingdale, NJ 07727 (732) 308-1113 Roy Huemer	Install 18 Sign Structures & 1029' of Drilled Shafts for the GSP Interchange 88 Improvements Project	Lakewood, NJ	\$ 4,765,061.45
PSE&G 80 Park Plaza Newark, NJ 07102 (732) 564-3952 Kristin Courtney	Grading, Concrete Foundations & Retaining Wall	Clifton, NJ	\$ 4,947,200.00
WA Chester, Inc. 4390 Parliament Place, Suite Q Lanham, MD 20706 (240) 487-1960 Bill Cook	Install 8 Manholes & 23,121' of Trenching Segments 1, 3 & 5	Merchantville, NJ	\$ 14,423,082.00

J. FLETCHER CREAMER & SON, INC.

WORK PERFORMED

OWNER	DESCRIPTION	LOCATION	CONTRACT
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Perform Substructure & Superstructure Repairs on the Garden State Parkway	Monmouth & Middlesex Counties	\$ 8,768,862.00
NJ American Water 120 Raider Blvd. Hillsborough, NJ 08844 (908) 431-3204 Jennifer Twyman	Clean & Cement Mortar Line 4380' of 6"-16" Ductile Iron Pipe, Valves, Services & Hydrants	Fanwood, NJ	\$ 4,546,440.00
PSE&G 100 Eagle Rock Avenue East Hanover, NJ 07936 John Terry	Construct Access Roads, Foundations, Soil Erosion & Drilled Shafts	Delaware River East Through the GAP	\$ 14,900,075.00
New Jersey Turnpike Authority 581 Main Street Woodbridge, NJ 07095 (732) 750-5300 Robert Fisher	Drainage Repairs on the Turnpike from MP 117 to 122	Bergen County, NJ	\$ 12,863,171.00
CCA Civil, Inc. 525 Washington Blvd. Jersey City, NJ 07310 (201) 876-2788 Gaby Antoun	Install 47,214' of Various Types of Bridge Railing	Jersey City, NJ	\$ 6,333,204.00
New Jersey Turnpike Authority PO Box 68 Bridgeton, NJ 08302 (732) 750-5300 Richard Raczynski	Replace 74 Sign Structures & Foundations	GSP & NJT Various	\$ 21,674,244.00
PSE&G 80 Park Plaza Newark, NJ 07102	Excavation, Install Steel Pipe Piles, Foundations, Conduit, Grading & Paving	Jersey City, NJ	\$ 14,320,512.50
Northwest Bergen County Utilities Authority 30 Wyckoff Avenue Waldwick, NJ 07463 (201) 447-2660	Jack & Bore 70' of 36" Casing Under NYS&W Railroad	Franklin Lakes, NJ	\$ 313,807.25
County of Camden 2311 Egg Harbor Rd Lindenwold, NJ 08021	Install 9843' of BGR & 21 End Treatments	Camden County, NJ	\$ 313,994.44
New Jersey Department of Transportation 1035 Parkway Avenue Trenton, NJ 08625 (609) 530-6355 Anthony Genovese	Median Xover- 51,851' of Various Types of GR	Various NJ Locations	\$ 4,736,436.00

THE CITY OF HACKENSACK

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

[illegible]

☒ No Addenda were received:

J. Fletcher Creamer & Son, Inc.

(Name of Bidder)

By: [Signature]
(Signature of Authorized Representative)

Name: Dale A. Creamer
(Print or Type)

Title: Executive Vice President

Date: July 19, 2017

Project Name: EMERGENCY STORM AND SANITARY SEWER REPAIRS WITHIN

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:

Required by Owner:

Initial each required entry and if required submit the item

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

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:

PREVAILING WAGE AFFIDAVIT

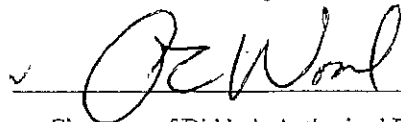
BIDDER acknowledges and affirms personal knowledge of, and has reviewed a copy of the valid prevailing wage rates included as part of this section for all trades involved in the project for the geographical location of the projects as issued by the Commissioner of the Department of Labor & Industry, Trenton, N.J. 08625 (609) 292-2259.

J. Fletcher Creamer & Son, Inc.

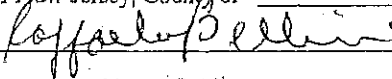
Name of Bidder (Print or Type)

Andrew C. Wood
Executive VP/CFO

Name of Bidder's Authorized Representative and Title (Print or Type)

 7/19/17
Signature of Bidder's Authorized Representative and Date

State of New Jersey, County of Bergen


Notary Public

Subscribed and Sworn to before me this

19th day of July, 2017

My Commission expires

RAFFAELA BELLINI
Notary Public of New Jersey
ID # 2292325

My Commission Expires Sept. 20, 2017

May 31, 2017

00000	F 26000, 4000520502-03 F 26000 UNKNOWN CENTRAL PIPELINE	NATURAL GAS	ELIZABETH, NJ	4,884,700	0	4,884,700	31-May-17
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OWNER/CUSTOMER	DESCRIPTION	Scope of Work	LOCATION	Prime/s ub	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	Additional Earned Since Last Estimate	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
ANTHONY BIDDLE CONTRACTORS, INC.	MONTGOMERY COUNTY, ANTHONY BIDDLE CONTR. MONTIC BR #286 WHITPAIN TWP	GUIDERAIL (\$500K)	WHITPAIN TWP, PA	S	54,600	0	0	54,600	31-Mar-17
ANSELM & DECICCO INC.	PORT AUTHORITY NY NJ, ANSELM & DECICCO PANYNJ NEWARK AIRPORT	GUIDERAIL (\$500K)	NEWARK, NJ	S	176,310	0	0	176,310	31-Jul-17
AMERICAN WATER-SHARED SERVICES	NEW JERSEY AMER WATER, NUW-ROSELLE FRAMEWORK LINE 3M MAINS	C&L EPOXY	ROSELLE, NJ	P	3,015,802	2,920,002	0	99,800	30-Jun-17
	PSE&G, 4500325877-E PSE&G RIDGEWOOD VH & CONDUIT	ELECTRICAL DISTRIBUTION	RIDGEWOOD, NJ	P	767,725	696,319	0	73,406	30-Jun-17
BELLE ASSOCIATES, LLC	MARK D TO ADVISE, BELLE ASSOC. PORT IMPERIAL BLDG 7	ELECTRICAL DISTRIBUTION	WEEHAWKEN, NJ	S	196,550	0	0	196,550	30-Jun-17
HALMAR INTERNATIONAL	MARK D TO ADVISE, HALMAR PSE&G NEW PATH STATION HARRISON	ELECTRICAL DISTRIBUTION	HARRISON, NJ	S	200,000	150,875	0	49,125	31-May-17
GRAND STREET CONSTRUCTION, LLC	MARK D TO ADVISE, GRAND STREET CONST. PSE&G 993 GRAND ST	ELECTRICAL DISTRIBUTION	JERSEY CITY, NJ	S	254,840	188,268	0	66,572	30-Jun-17
	PSE&G, MAC000435Z-D PSE&G HOBOKEN SUBSTATION	SUBSTATION	HOBOKEN, NJ	P	2,513,769	2,243,623	0	269,946	9-Jul-17
JERSEY CITY MUA	JERSEY CITY MUA, JERSEY CITY MUA NEWARK AVE BRIDGE	WATER DISTRIBUTION	JERSEY CITY, NJ	P	258,390	0	0	258,390	1-Jul-17
CITY OF BALTIMORE DPW	CITY OF BALTIMORE, CITY OF BALTIMORE SMALL MAIN REPAIRS VARIOUS LOC	WATER DISTRIBUTION	BALTIMORE, MD	P	4,910,850	3,405,896	930,115	1,404,954	31-Jul-18
	PSE&G, 4500834451-D PSE&G BLC JERSEY CITY SUBSTATION	SUBSTATION	JERSEY CITY, NJ	P	7,773,400	6,784,029	114,000	989,371	16-Apr-18
SUEZ NEW JERSEY	SUEZ WATER, SUEZ WATER NJ HALSTAD AVE	WATER DISTRIBUTION	PORT CHESTER, NY	P	956,287	572,239	0	384,049	30-Jun-17
TRAP ROCK INDUSTRIES INC.	NITPA, SERVICEONE ANTHONY INTERLOCK 125 GSR SAYREVILLE	GUIDERAIL (\$500K)	SAYREVILLE, NJ	P	1,639,690	449,892	0	1,189,798	25-Oct-19
AMERICAN WATER-SHARED SERVICES	AMERICAN WATER, AMER WATER FRAMEWORK C & CIVIL VARIOUS LOC	GUIDERAIL (\$500K)	PENBERTON, NJ	P	172,427	0	0	172,427	8-Sep-17
JBL ELECTRIC	NIDOT, THAPROCK NIDOT AT 70 RED LION RD	C&L EPOXY	NORTH PLAINFIELD, NJ	P	1,411,000	1,378,517	0	32,483	30-Sep-18
PORT AUTHORITY OF NY & NJ	PSE&G, JBL ELECT CLIFTON-D PSE&G ROW	ELECTRICAL DISTRIBUTION	CLIFTON, NJ	S	27,000	0	0	27,000	30-Sep-17
	PSE&G, 4500940762-D PSE&G NPL VH & CONDUIT NEWARK	ELECTRICAL DISTRIBUTION	WEEHAWKEN, NJ	P	2,059,860	0	0	2,059,860	1-Sep-18
WILLIAM WARREN GROUP	PSE&G, 4500939226/29/30/31 PSE&G NEW MILFORD SUBSTATION	SUBSTATION	ESSEX COUNTY, NJ	P	27,251,319	27,249,434	3,296,184	5,741,867	31-Mar-18
	WILLIAM WARREN GROUP, WILLIAM WARREN TONGUE AVE JERSEY CITY	WATER DISTRIBUTION	NEW MILFORD, NJ	P	5,258,968	5,258,968	690,613	4,214,168	30-Nov-17
	PSE&G, 4500943558-D PSE&G NOTTINGHAM WAY HAMILTON	ELECTRICAL DISTRIBUTION	JERSEY CITY, NJ	P	488,600	125,500	0	363,100	30-Jun-17
SUEZ - NY	SUEZ WATER, SUEZ WATER NY DVA'S PHASE 2 ROCKLAND CITY NY	ELECTRICAL DISTRIBUTION	HAMILTON, NJ	P	347,080	101,760	0	245,320	31-Mar-17
INSITUFORM SOUTHWEST	PSE&G, 4500943555-D PSE&G NORTH AVE SUBSTATION	WATER DISTRIBUTION	ROCKLAND COUNTY, NY	P	379,528	326,281	0	53,247	31-May-17
	CITY OF PHILADELPHIA, INSITUFORM TECH PATTON AVE PHILA	SUBSTATION	ELIZABETH, NJ	P	818,877	578,077	319,054	240,800	30-Jun-17
	PSE&G, 4500947763 PSE&G HACKENSACK SUBSTAT PH 3	SEWERAGE/STORM	PHILADELPHIA, PA	S	793,897	11,725,252	970,361	5,079,258	31-Aug-17
NJ DEPT OF ENVIRONMENTAL PROTECTION	NJ DEPT OF ENVIRON PROT, NIDEP SEAWALL SEABRIGHT MONMOUTH	SUBSTATION	HACKENSACK, NJ	P	2,338,566	2,093,315	39,032	254,865	31-Oct-17
CLARK CONTRACTORS, INC.	PSE&G, 4500949539-D PSE&G EWING MH PROSPECT ST	GENERAL BUILDING	SEABRIGHT & MONMOUTH BEACH, NJ	P	27,757,555	299,285	179,494	802,251	30-Jun-17
DAIDONE ELECTRIC, INC.	JM3 HOT INC, CLARK CONTR PA THP KING OF PRUSSIA SERV PLAZA	ELECTRICAL DISTRIBUTION	EWING, NJ	P	469,250	414,895	0	27,550,270	1-Jun-19
JERSEY CITY MUA	NIDOT, DAIDONE NIDOT RT 1395, RT 9, RT 380	SIGNS & STRUCTURES	KING OF PRUSSIA, PA	S	123,000	0	0	123,000	30-Jun-17
PENNSYLVANIA DEPT. OF TRANSPORTATION	JERSEY CITY MUA, JERSEY CITY MUA MARIN BLVD 30' AQUADUCT INSTALL	WATER DISTRIBUTION	MONMOUTH COUNTY, NJ	P	74,907	773,841	0	74,907	31-Jul-17
MONTANA CONSTRUCTION INC.	READING WATER AUTHORITY, READING WATER AUTH PENN ST C&L WATER MAIN	C&L CEMENT	JERSEY CITY, NJ	P	1,836,627	544,000	362,166	1,062,706	13-Sep-17
AMERICAN WATER-SHARED SERVICES	MERCER COUNTY, MONTANA CONST. BRIDGE 212 12 AVE DR. MERCER CO	SIGNS & STRUCTURES	READING, PA	P	614,600	0	60,000	70,300	30-Jun-17
WASHINGTON SUB SAN COMMISSION	AMERICAN WATER, AMER WATER SUMMIT PRV INTERCONNECT MONM CT	GUIDERAIL (\$500K)	VARIOUS, PA	P	644,888	0	0	644,888	31-Dec-17
AMERICAN WATER-SHARED SERVICES	WSSC, PM0003615 WSSC TONIA GLEN MILLS WATER MAIN	WATER DISTRIBUTION	HOPWEL, NJ	S	31,245	291,055	291,055	31,245	31-Dec-17
AMERICAN WATER-SHARED SERVICES	NJ AMERICAN WATER, NJ AMER WATER SHREWSBURY	WATER DISTRIBUTION	SUMMIT, NJ	P	494,745	392,162	236,772	203,690	31-Jul-17
AMERICAN WATER-SHARED SERVICES	NJ AMERICAN WATER, AMER WATER C&L BUTTWOOD N PLAINFIELD	WATER DISTRIBUTION	ROCKVILLE, MD	P	2,474,965	154,563	0	2,320,402	31-Dec-17
DELAWARE DEPT. OF TRANSPORTATION	AMERICAN WATER, AMER WAT C&L BUTTWOOD N PLAINFIELD	C&L EPOXY	COLT'S NECK, NJ	P	300,607	350,402	0	146,044	30-Jun-17
GPU/CPL FIRST ENERGY	DELDOT, T201500305.01 DELDOT SIGNALIZED MEDIAN CVR SIGNIN	C&L EPOXY	PLAINFIELD, NJ	P	1,832,092	350,402	183,126	1,481,690	30-Aug-17
NESHAMINY CONSTRUCTORS	JCP&L GPU, FIRST ENERGY, FIRST ENERGY/GPU DEOREST AVE SUMMIT	SIGNS & STRUCTURES	MT HOLY NJ	P	2,254,231	338,886	13,672	1,915,405	31-Aug-17
SUEZ NEW JERSEY	SUEZ NJ, SUEZ WATER NJ IMPROY VILLARD PUMP STA	ELECTRICAL DISTRIBUTION	VARIOUS, DE	P	1,717,888	0	0	1,717,888	31-Dec-18
WASHINGTON SUB SAN COMMISSION	D.C. WATER & SEWER AUTHORITY	WATER DISTRIBUTION	SUNAMIT, NJ	P	55,780	0	0	55,780	1-Aug-17
MIDDLESEX WATER CO.	WSSC, BTL037615 WSSC JONES MILL RD TRANS MAIN REPL	C&L CEMENT	PAOLI PA	P	338,160	67,000	0	338,160	31-Dec-19
SUEZ NEW JERSEY	SUEZ WATER NJ, SUEZ WATER NJ 9W HAVERTOWN PITS	WATER DISTRIBUTION	HASTINGS ON HUDSON, NY	P	174,238	0	0	107,238	1-Jun-17
INFINEUM USA	INFINEUM, INFINEUM CONC PAD @ E UNDEN AVE PLANT	WATER DISTRIBUTION	WASHINGTON DC, DC	P	3,696,332	0	0	3,696,332	1-Sep-10
HARFORD COUNTY	HARFORD COUNTY, HARFORD CITY-BUSH CREEK FORCE MAIN REHAB	WATER DISTRIBUTION	CHEVY CHASE, MD	P	1,172,525	0	0	1,172,525	1-Jun-18
JBL ELECTRIC	PSE&G, JBL ELEC PSE&G-D ATHENA SUBSTATION	SLIP LINING	EDISON, NJ	P	288,573	0	0	36,718	30-Jun-17
AT&T COMMUNICATIONS OF NJ LP	AT&T, AT & T O&A CANAL CABLE REMOVAL 20140225 003P	TELECOM	HAVERSTRAW, NY	P	850,165	549,465	0	300,700	1-Jul-17
NEWARK ENERGY CENTER	JCP&L, JCP&L FIRST ENERGY MONMOUTH MALL MAINHOLES	POWER PLANT/TRANSMISSION	UNDEN, NJ	P	115,295	0	0	99,800	31-Dec-17
WASHINGTON SUB SAN COMMISSION	WSSC, PM000212 WSSC TASK ORDER LARGE MTR VAULT	ELECTRICAL DISTRIBUTION	ABERDEEN, MD	S	1,924,426	22,500	22,500	1,901,926	31-Dec-17
	PSE&G, 5000002400-E PSE&G PALISADES BLANKET POC	SUBSTATION	CLIFTON NJ	S	6,911,130	1,659,471	375,071	5,772,659	1-Jun-18
THE YORK WATER COMPANY	PSE&G, MAC0004762 PSE&G NO. BRUNSWICK SWK SWITCH PH3	WATER DISTRIBUTION	FRANKLIN TWP, NJ	P	73,800	684,897	684,897	73,800	30-Aug-17
	PSE&G, 5000002400-E PSE&G PALISADES BLANKET POC	ELECTRICAL DISTRIBUTION	NEWARK, NJ	P	99,900	0	0	99,900	30-Jun-17
ELECNOR HAWKEYE, LLC	PSE&G, 5000002657-E PSE&G LOCUST STREET MH & CONDUIT	SUBSTATION	EATONTOWN, NJ	P	804,550	0	0	804,550	27-Feb-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	PRINCE GEORGE COUNTIES, MD	P	5,785,340	1,131,187	688,911	4,654,153	20-Jun-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	NORTH BRUNSWICK, NJ	P	1,286,392	0	0	1,286,392	15-Sep-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	CANDEN, NJ	P	548,565	114,226	11,959	434,289	31-Aug-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	TRENTON, NJ	P	724,190	286,182	286,182	438,508	31-Aug-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	WALDWICK, NJ	P	398,081	127,588	97,985	270,493	31-Jul-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	VARIOUS LOCATIONS, NJ	S	155,691	89,769	24,280	65,871	30-Jun-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	VARIOUS LOCATIONS, NJ	S	4,991,540	605,331	509,884	4,386,209	31-Dec-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	VARIOUS LOCATIONS, NJ	P	1,063,709	1,080	1,080	1,062,629	31-Dec-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	VARIOUS LOCATIONS, NJ	P	1,070,152	17,535	995	1,052,617	31-Dec-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	CLARKSTOWN, NJ	P	3,065,008	136,508	79,832	2,928,500	31-Dec-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	JERSEY CITY, NJ	P	919,985	0	0	919,985	28-Jul-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	BALTIMORE, MD	P	6,627,470	0	0	6,627,470	1-Feb-19
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	WARRIOR, NJ	P	2,362,752	17,877	0	2,344,875	31-Dec-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	ELIZABETH, NJ	P	2,186,149	0	0	2,186,149	30-Jun-18
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	WOODCLIFF LAKE, NJ	P	224,280	172,576	0	51,704	30-Jun-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	NEWARK, NJ	S	52,998	0	0	52,998	31-Jul-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	PISCATAWAY, NJ	S	606,315	0	0	606,315	30-Jun-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	WEST DEPTFORD, NJ	P	528,288	0	0	528,288	30-Jun-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	JERSEY CITY, NJ	P	312,500	0	0	312,500	31-Oct-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	HOBOKEN, NJ	P	147,000	0	0	147,000	30-Aug-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	RED BANK, NJ	P	678,000	0	0	678,000	31-Jul-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	HOBOKEN, NJ	P	79,075	0	0	79,075	30-Aug-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	FORT LEE, NJ	P	1,386,152	0	0	1,386,152	30-May-19
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	VARIOUS LOCATIONS	P	4,858,869	0	0	4,858,869	31-Dec-17
	PSE&G, 5000002689-D PSE&G LIBERTY ST SUBST 68V	ELECTRICAL DISTRIBUTION	HOBOKEN, NJ	P	3,113,500	0	0	3,113,500	31-Dec-17

OWNER/CUSTOMER	DESCRIPTION	Scope of Work	LOCATION	Prime/Sub	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED AND BILLED	Additional Earned Since Last Estimate	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
NJ DEPT. OF TRANSPORTATION	NIDOT, NIDOT DP 16409 BGR CENTRAL MAINT	GUIDERAIL (>=5500K)	VARIOUS, NJ	P	3,280,000	0	0	3,280,000	31-Dec-17
FORT MYERS CONST. CORP.	DC WATER, FT MYER CONS DC WATER WATER MAINS	C&I CEMENT	WASHINGTON DC, DC	S	922,200	0	0	922,200	31-Dec-19
ROMMEL ENGINEERING & CONSTR.	DELDOT, ROMMEL ENG 195, 1295, 1495 HIGH MAST LIGHTING	SIGNS & STRUCTURES	FARHURST, DE	S	1,171,108	0	0	1,171,108	31-Oct-17
SUEZ NEW JERSEY	SUEZ WATER NJ, SUEZ WATER NJ E HAZELWOOD AVE RAHWAY	WATER DISTRIBUTION	RAHWAY, NJ	P	644,486	0	0	644,486	1-Aug-17
MIDDLESEX WATER CO.	MIDDLESEX WATER, MIDDLESEX WATER CO NEW SERVICE INSTALL VARIOUS	WATER DISTRIBUTION	VARIOUS LOCATIONS, NJ	P	104,030	0	0	104,030	30-Jul-17
PSE&G	PSE&G, 5000004050-E PSE&G LOCUST ST TEST HOLES CAMDEN	ELECTRICAL DISTRIBUTION	CAMDEN, NJ	P	124,020	0	0	124,020	31-Aug-17
MIDDLESEX WATER CO.	MIDDLESEX WATER, MIDDLESEX WATER CO BLAIR RD AVENEL	WATER DISTRIBUTION	AVENEL, NJ	P	66,250	0	0	66,250	30-Jul-17
VERIZON	VERIZON, VERIZON WORK 174226XXX(C)	TELECOM	VARIOUS, NJ	P	148,532,209	20,629,473	5,279,522	127,902,735	1-Mar-18
					47,478,446	47,078,918	509,531	309,530	
JOBS WITH BACKLOG UNDER \$25,000			TOTAL		827,109,679	492,658,936	35,021,847	334,510,743	

J. FLETCHER CREAMER & SON, INC.

Trade References:

1. All Service
770 Route 23
Pompton Plains, NJ 07444
(973) 835-8891
2. A.W. Meyer
595 Broad Avenue
Ridgefield, NJ 07657
(201) 945-5500
3. Bayway Lumber
400 Ashton Avenue
Linden, NJ 07036
(908) 486-4480
4. Beyer Bros. GMC Corp.
109 Broad Avenue
Fairview, NJ 07022
(201) 943-3100
5. Tilcon NY/NJ
625 Mt. Hope Road
Wharton, NJ 07885
(973) 659-3604
6. Weldon Asphalt Co.
141 Central Avenue
Westfield, NJ 07090
(908) 233-4444