Bidder's Name Colonnelli Brothers, Inc.

BIDDER SIGNATURE PAGE

THE BIDDER MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE:

1. If doing business under a **trade name, partnership or a sole proprietorship**, you must submit the bid under exact title of the trade name, partnership, or proprietorship, and the bid must be signed by either the **owner**, or a **partner** and **witnessed** by a **notary public**.

2. If a **Corporation**, the bid must be signed by the **President** or **Vice President** and **witnessed** by a **Corporate Secretary** (corporate title must be exact) and **affix corporate seal**. If a Corporate Secretary does not exist, President or Vice President's signature shall be witnessed by a Notary Public.

3. Other persons **authorized** by **corporate resolution** to execute agreements in its behalf may also sign the bid documents (pages). **Copy of a resolution must accompany the bid**.

4. The person who signs this bid form **must also** sign the **Non-Collusion Affidavit**.

5. You **cannot** witness your own signature.

Colonnelli Brothers, Inc.
NAME OF BIDDER

409 South River St.
Hackensack NJ 07601
ADDRESS OF BIDDER

Anna Aramini
ORIGINAL SIGNATURE
CORPORATE SECRETARY

Anna Aramini
PRINT NAME AND TITLE
CORPORATE SECRETARY

TEL: (201) 440-1118
FAX: (201) 440-8282
E-Mail: NEC@Colonnelli.com

BY: Lisa Colonnelli
ORIGINAL SIGNATURE

Corporate Seal

Lisa Colonnelli
President
PRINT OR TYPE NAME AND TITLE

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY SUPPLY THE INFORMATION REQUESTED ON THIS PAGE, YOUR BID MAY BE REJECTED.

Bidder's Name Colonnese Brothers, Inc.

BID FORM

I/We have carefully examined the plans, specifications, and advertisement for bid for the

East Hazelwood Avenue Bridge (Ra09) over South Branch Rahway River Scour Countermeasures
City of Rahway
County of Union, New Jersey
BA#17-2020; Union County Engineering Project #2012-021

that is on file in the Union County Division of Engineering. I/We have inspected the site of the work and will contract to do all the work and furnish all materials mentioned in said plans and specifications. Work will be accomplished in the manner prescribed therein.

BASE BID ITEMS:

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION	LS	LS	90,000.00	90,000.00
2	FIELD OFFICE TYPE A SET UP	UNIT	1	7,500.00	7,500.00
3	FIELD OFFICE TYPE A MAINTENANCE	MONTH	7	500.00	3,500.00
4	CONSTRUCTION LAYOUT	DOLL	DOLL	17,500.00	17,500.00
5	HEAVY DUTY SILT FENCE, ORANGE	LF	107	8.00	856.00
6	FLOATING TURBIDITY BARRIER, TYPE 2	LF	260	35.00	9,100.00
7	DEWATERING BASIN	UNIT	9	3,500.00	31,500.00
8	SEDIMENT CONTROL BAG	UNIT	9	250.00	2,250.00
9	CONSTRUCTION DRIVEWAY, WOOD MATS	SY	80	100.00	8,000.00
10	CONCRETE WASHOUT SYSTEM	LS	LS	3,000.00	3,000.00
11	OIL ONLY EMERGENCY SPILL KIT, TYPE 1	UNIT	1	1,000.00	1,000.00
12	BREAKAWAY BARRICADE	UNIT	15	30.00	450.00
13	DRUM	UNIT	15	20.00	300.00
14	TRAFFIC CONE	UNIT	15	17.00	255.00
15	CONSTRUCTION SIGNS	SF	160	16.00	2,560.00

Bidder's Name Colonnetti Brothers, Inc.

ITEM NO	DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT PRICE	AMOUNT
16	CONSTRUCTION IDENTIFICATION SIGNS, 4' X 8'	UNIT	2	850.00	1,700.00
17	FLASHING ARROW BOARD, 4'X8'	UNIT	2	2,500.00	5,000.00
18	PORTABLE VARIABLE MESSAGE SIGN	UNIT	2	5,000.00	10,000.00
19	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION	UNIT	2	7,500.00	15,000.00
20	POLICE TRAFFIC DIRECTOR	ALLOW	ALLOW	$50,000.00	$50,000.00
21	FINAL CLEANUP	LS	LS	5,000.00	5000.00
22	CLEARING SITE	LS	LS	87,500.00	87,500.00
23	EXCAVATION, UNCLASSIFIED	CY	175	75.00	13,125.00
24	TEMPORARY COFFERDAM	LS	LS	694,000.00	694,000.00
25	EARTH ANCHOR FOR ARTICULARED CONCRETE BLOCK MATTING	UNIT	100	75.00	7,500.00
26	ARTICULATED CONCRETE BLOCK MATTING, 6", OPEN CELL	SY	860	235.00	202,100.00
27	RIPRAP STONE SCOUR PROTECTION (D50 = 12")	CY	112	220.00	22,400.00
28	TOPSOILING, 4" THICK	SY	116	10.00	1,160.00
29	BORROW TOPSOIL	CY	20	50.00	1,000.00
30	FERTILIZING AND SEEDING,TYPE A	SY	116	3.00	348.00
31	FERTILIZING AND SEEDING,TYPE F	SY	20	3.00	60.00
32	STRAW MULCHING	SY	136	3.00	408.00

One Million Two Hundred Ninety Four Thousand Seventy Two dollars and no cents
Written

$1,294,072.00
Figures

Bidder's Name Colonnelli Brothers Inc.

BID CONTINGENCY: (To be used if and when directed by the County)

Sixty Five Thousand Dollars and No Cents Written	$65,000.00 Figures

TOTAL BASE BID ITEMS PLUS BID CONTINGENCY AMOUNT:

one million three Hundred Fifty nine thousand seventy-two dollars and no cents Written	$ 1,359,072.00 Figures

NOTE: Bid Contingency may include one-half of one percent of contract amount set aside for local training if and when directed by the County.

United States Fire Insurance Company

305 Madison Avenue, Morristown, NJ 07962

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Colonnelli Brothers Inc.

of 409 South River Street, Hackensack, NJ 07601 (hereinafter called the Principal),

as Principal, and United States Fire Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto County of Union

(hereinafter called the Obligee) in the penal sum of 10% of Bid Amount Not to Exceed $20,000.00

Dollars ($ **********)

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 Obligee on a contract for East Hazelwood Avenue Bridge (RA 09) over South Branch Rahway River Scour Countermeasures City of Rahway, County of Union, NJ BA #17-2020 / Project # 2012-021

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 Obligee 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 25th day of June, 2020.

Witness

Colonnelli Brothers Inc. (Seal)

Principal

Title

Witness

Stephanie F. Foy

United States Fire Insurance Company

By

Lisa Nosal

Attorney-in-Fact

S-0053/GEEF 10/99

Bidder's Name Colonnelli Brothers Inc.

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

United States Fire Insurance Company (hereinafter called Surety), organized and existing under the laws of the State of DE duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to Colonnelli Brothers Inc. (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for ** to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

**East Hazelwood Avenue Bridge (RA 09) over South Branch Rahway River Scour Countermeasure
City of Rahway, County of Union, NJ BA #17-2020 / Project # 2012-021

United States Fire Insurance Company
NAME OF INSURANCE COMPANY

ADDRESS: 305 Madison Avenue
Morristown, NJ 07962

NOTE:
Expiration date
Needed if Annual
Surety

ORIGINAL SIGNATURE Lisa Nosal, Atty-in-fact
ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: **PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.**

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

89338421220

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Robert E. Culnen, Joseph W. Mallory, Lisa Nosal, Stephanie F. Foy

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of June, 2020.

UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

ASSETS

Bonds (Amortized Value)	1,378,263,278
Preferred Stocks (Market Value)	2,500,000
Common Stocks (Market Value)	1,285,247,627
Mortgage Loans (Market Value)	4,575,000
Cash, Cash Equivalents, and Short Term Investments	669,919,204
Derivatives	7,268,292
Other Invested Assets	263,067,722
Investment Income Due and Accrued	12,069,093
Premiums and Considerations	307,501,153
Amounts Recoverable from Reinsurers	41,921,190
Funds Held by or Deposited with Reinsured Companies	18,044,399
Current Income Taxes Recoverable	3,123,199
Net Deferred Tax Asset	170,616,521
Electronic Data Processing Equipment	2,530,714
Receivables from Parent, Subsidiaries and Affiliates	189,801,729
Other Assets	88,380,069
TOTAL ASSETS	$ 4,444,829,190

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses)	1,608,110,571
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses	99,388,149
Loss Adjustment Expenses	382,336,986
Commissions Payable, Contingent Commissions and Other Similar Charges	6,450,761
Other Expenses (Excluding Taxes, Licenses and Fees)	58,812,009
Taxes, Licenses and Fees (Excluding Federal Income Taxes)	24,123,914
Unearned Premiums	622,338,241
Advance Premium	10,107,620
Ceded Reinsurance Premiums Payable	40,131,540
Funds Held by Company under Reinsurance Treaties	30,307,801
Amounts Withheld by Company for Account of Others	87,984,822
Provision for Reinsurance	1,244,113
Payable to Parent, Subsidiaries and Affiliates	4,801,800
Other Liabilities	62,614,441
TOTAL LIABILITIES	$ 3,038,752,768
Common Capital Stock	14,943,000
Gross Paid In and Contributed Surplus	1,374,911,940
Unassigned Funds (Surplus)	16,221,482
Surplus as Regards Policyholders	1,406,076,422
TOTAL LIABILTIES, SURPLUS & OTHER FUNDS	$ 4,444,829,190

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 3rd day of March, 2020.
UNITED STATES FIRE INSURANCE COMPANY

United States Fire Insurance Company

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

United States Fire Insurance Company, (hereinafter called "Surety") the surety on the attached bond, hereby certifies the following:

1. The Surety meets the applicable surplus requirements of R.S. 17:17 -6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The surplus of United States Fire Insurance Company as determined in accordance with the applicable laws of this State, totals $1,406,076,422 as of the calendar year ended December 31, 2019, which amount has been certified by PricewaterhouseCoopers, LLC 300 Madison Avenue, New York, NY 10017and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street, PO Box 325, Trenton, New Jersey 08625-0325.
3. United States Fire Insurance Company has received from the U.S. Department of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation therein, effective July 1, 2019, in the amount of $131,764,000.
4. The amount of the bond to which this statement and certification is attached is $ 10% of Bid Amount Not to Exceed $20,000.00
5. If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in terms of (3) above, then for each such contract of reinsurance:

    a. The name and address of each such reinsurer under that contract and the amount of that reinsurers participation in the contract is as follows:

    NOT APPLICABLE; and

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

CERTIFICATION

I, Peter M. Quinn, as Senior Vice President of United States Fire Insurance Company, an insurance company domiciled in the State of Delaware; DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE

UNITED STATES FIRE INSURANCE COMPANY

Date: June 25, 2020

By_____

Peter M. Quinn, Senior Vice President

Bidder's Name Colonnelli Brothers Inc.

CONSENT OF SURETY
TO ACCOMPANY PROPOSAL (BID)

_____ (hereinafter called Surety), organized and existing under the laws of the State of _____ duly authorized and qualified to transact business in the State of New Jersey, in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America, to it in hand paid, receipt whereof is hereby acknowledged, and in consideration, hereby certifies and agrees that if the contract for which the attached proposal is made be awarded to _____ (hereinafter called Contractor) for the performance of certain work and labor or the supplying of certain materials, or both, as more particularly set forth in said proposal and described for purposes of this instrument as a proposal for _____ to the COUNTY OF UNION and if Contractor shall enter into the contract, Surety will become bound as surety for its faithful performance, labor and material payment and will provide the Contractor with a performance, labor and material payment bond in the full amount of the contract price.

NOTE:
Expiration date
Needed if Annual
Surety

_____

_____
NAME OF INSURANCE COMPANY

ADDRESS: _____
_____
_____

_____
ORIGINAL SIGNATURE
ATTORNEY-IN-FACT FOR INSURANCE CO.

NOTE: **PROOF OF AUTHORITY OF OFFICERS OF SURETY COMPANY TO EXECUTE THIS DOCUMENT MUST BE SUBMITTED.**

Bidder's Name Colonnelli Brothers, Inc.

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: Colonnelli Brothers, Inc.

Organization Address: 409 South River St. 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):

Bidder's Name Colonnelli Brothers Inc.

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Colonnelli Brothers Inc	409 South River St. Hackensack NJ 07601

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

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
N/A	

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.**

Bidder's Name Colonnelli Brothers Inc.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Lisa Colonnelli	36 Old Jacksonville Rd. Towaco NJ 07082

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 ***County of Union*** 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 ***County of Union*** to notify the ***County of Union*** 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 ***County of Union*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Lisa Colonnelli	Title:	President
Signature:	Lisa Colonnelli	Date:	June 18, 2020

Bidder's Name Colonnelli Brothers, Inc.

NON-COLLUSION AFFIDAVIT
(N.J.S.A. 52:34-15)

STATE OF New Jersey)
) **SS:**
COUNTY OF Bergen)

I Lisa Colonnelli, of the City of Hackensack, in the County of Bergen, and the State of New Jersey, of full age, being duly sworn according to law, on my oath depose and say that: I am President of the firm of Colonnelli Brothers Inc., the bidder making the proposal for the above named project, and that I executed the said proposal for the above named project, and that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participation 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 COUNTY OF UNION, NEW JERSEY relies upon the truth of the statements contained in said proposal and in the statements contained in the affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bonafide established commercial or selling agencies maintained by Colonnelli Brothers Inc (N.J.S.A. 52:34-15).

Colonnelli Brothers Inc
NAME OF BIDDER

Lisa Colonnelli
ORIGINAL SIGNATURE ONLY
LISA Colonnelli - President

NOTE: The person who signed the bidder signature page for the bidder should sign this form also.

Subscribed and sworn to before me

this 22 day of June, 2020

Anna T Collemi
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission Expires _____, 20__.

ANNA T COLLEMI NOTARY PUBLIC STATE OF NEW JERSEY My Commission Expires 02.09.2021

WARNING: IF YOU FAIL TO FULLY, ACCURATELY, AND COMPLETELY FILL OUT THIS AFFIDAVIT OF NON-COLLUSION, YOUR BID MAY BE REJECTED.

Bidder's Name Colonnelli Brothers Inc.

AFFIRMATIVE ACTION REQUIREMENT

REQUIRED AFFIRMATIVE ACTION EVIDENCE

General Requirements of P.L. 1975, c. 127: You are hereby put on notice that:

CONSTRUCTION CONTRACTS: The successful contractor must submit within three (3) days of the notice of intent to award or the signing of the contract the initial project manning report (A.A.201). This report should be submitted at the time the signed contract is returned to the County of Union. Attention: *Affirmative Action Officer.*

If the successful contract does not submit the initial project manning report (A.A.201) within the three (3) days from the time the signed contract is returned to the County of Union, the County of Union WILL declare the contractor non-responsive and award the contract to the next lowest responsible bidder.

Colonnelli Brothers Inc.
NAME OF BIDDER

Lisa Colonnelli
ORIGINAL SIGNATURE

Lisa Colonnelli - President
PRINT OR TYPE NAME AND TITLE

June 18, 2020
DATE THIS FORM IS COMPLETED

Certification 24540

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 MAR 2019 to 15 MAR 2022

COLONNELLI BROTHERS, INC.
409 SO. RIVER STREET
HACKENSACK NJ 07601

ELIZABETH MAHER MUOIO
State Treasurer

Bidder's Name Colonnelli Brothers Inc

AMERICANS WITH DISABILITIES ACT

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES

The contractor and the County of Union (hereafter "Owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 US.C. S12101 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 thereunto, 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 the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's 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 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 this Agreement or otherwise at law.

Name Lisa Colonnelli **(Please print or type)**

Signature Lisa Colonnelli **Date** June 18, 2020

Bidder's Name Colonnelli Brothers Inc.

COUNTY OF UNION NEW JERSEY
Division of Purchasing
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Solicitation Number: BAH 17-2020 Vendor/Bidder: Colonnelli Brothers Inc.

PART 1

CERTIFICATION
VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the State of New Jersey, Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Department's website at http://www.state.nj.us/treasury/pdf/Chapter25List.pdf. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ A. I certify, pursuant to Public Law 2012, c.25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

☐ B. I am unable to certify as above because the Vendor/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 information will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2 N/A

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in investment activities in Iran by completing the information below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE#: _____
Attach Additional Sheets If Necessary

CERTIFICATION

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

Signature Lisa Colonnelli — Date June 18, 2020

Lisa Colonnelli - President
Print Name and Title

Revised 10/19/17

Bidder's Name Colonnelli Brothers Inc.

CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

New Mandatory Requirement - Effective 1/18/2010

The recently enacted **P.L. 2009, c.315**, requires that effective January 18, 2010; a contracting agency must receive proof of the bidder's business registration prior to the award of a contract. However, the proof must show that the bidder was in fact registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

If subcontractors are named on the bid, proof of the business registration for each subcontractor must be provided prior to the award of bid. Similarly to the bidder, the proof must show that each subcontractor was registered with the State of New Jersey Department of the Treasury, Division of Revenue and obtained the business registration prior to the receipt of bids.

Proof of business registration shall be

- ☒ A copy of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue; or
- ☐ A copy of the web version provided by the NJ Division of Revenue, or

Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the "online" link and then select "Register for Tax and Employer Purposes or call the Division at 609-292-1730.
Note: A NJ Certificate of Authority is <u>not</u> acceptable.

FAILURE to submit proof of registration of the bidder or any subcontractor named on the bid prior to the award of a contract shall be cause to reject the bids.

FAILURE of the bidder or any subcontractor named on the bid to be <u>registered</u> prior to the receipt of bids is cause for a **MANDATORY REJECTION** of bids. (A NON-WAIVABLE DEFECT). This covers construction work as well as non-construction bids.

IN ADDITION:

The contractor shall provide written notice to all **subcontractors and suppliers** not specifically named on the bid of the responsibility to register and submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Bidder's Name Colonnelli Brothers Inc.

BUSINESS REGISTRATION

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

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

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

During the course of contract performance:

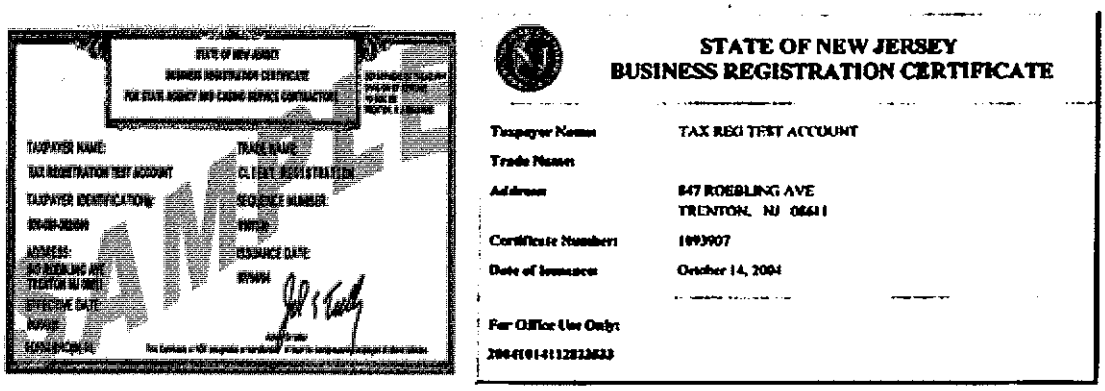
(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the County of Union a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004
For Office Use Only:

Bidder's Name Colonnese Brothers Inc.

ATTACH BRC HERE

See attached

STATE OF NEW JERSEY

BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:

COLONNELLI BROTHERS INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#

222-696-407/000

CONTRACTOR CERTIFICATION#

0097503

ADDRESS:

409 SOUTH RIVER ST

HACKENSACK NJ 07601

ISSUANDE DATE:

09/19/01

EFFECTIVE DATE:

03/11/86

Patricia A. Gracki

Director, Division of Revenue

FORM-BRC(08-01)

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

Bidder's Name Colonnelli Brothers Inc.

Contractor Registration Advisement

For Public Works Projects

A new law, known as "The Public Works Contractor Registration Act" (P.L. 1999, c.238), became effective April 11, 2000. Under the Act, no contractor/subcontractor will be permitted to bid on or engage in any contract for public work, as defined in Section 2 of P.L. 1963, c.150 (C:34:11-56.26), unless that contractor/subcontractor is registered with the New Jersey Department of Labor and Workforce Development. The Act provides that upon registration with the Department, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. The registration fee has been set at $300.00 per year. Upon the effective date of the Act, public bodies will be expected to request production of such a certificate from those bidding on or engaging in public works projects.

It is important to note that the term "contractor," is defined in the, Act as, "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 provision of the "New Jersey Prevailing Wage Act," P.L. 1963, c.150 (C.34:11-56.25, et seq.) for the construction, reconstruction, demolition, alteration, repair or maintenance of a public building regularly open to and used by the general public or a public institution, and includes any subcontractor or lower tier subcontractor as defined herein: except that, for the purposes of the act, no pumping station, treatment plant or other facility associated with utility and environmental construction, reconstruction, demolition, alteration, repair or maintenance shall be regarded as a public building regularly open to and used by the general public or a public institution."

Registration forms, copies of the Act, and other relevant information can be obtained by contacting:

Contractor Registration Unit
New Jersey Department of Labor and Workforce Development
Division of Wage & Hour Compliance
PO Box 389
Trenton, New Jersey 08625-0389
Telephone: 609-292-9464
Fax: 609-633-8591
E-mail: contreg@dol.state.nj.us

Certificate Number
606273

Registration Date: 07/19/2018
Expiration Date: 07/18/2020

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:

Colonnelli Brothers, Incorporated

2018

Responsible Representative(s):
Nino Colonnelli, President

Responsible Representative(s):
Anna Argnini, Secretary

Ruben Ascro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

07/17/2018 13:47 609-633-8591 PUBLIC WORK CLR PAGE 01/01

Bidder's Name Colonnelli Brothers Inc

ACKNOWLEDGMENT OF ADDENDUM

COUNTY OF UNION

BA # 17-2020; East Hazelwood Avenue Bridge (RA09) over South Branch Rahway River Scour Countermeasures City of Rahway County of Union New Jersey — Union County Engineering Project # 2012-021

(Name of Construction /Public Works Project) **(Project or Bid Number)**

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder, hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the County of Union's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (mail, fax, pick-up, etc.)	Date Received
Clarification #1	Download with Bid Documents	June 15, 2020

ACKNOWLEDGMENT BY BIDDER:

NAME OF BIDDER: Colonnelli Brothers Inc.

ORIGINAL SIGNATURE: Lisa Colonnelli

PRINTED NAME AND TITLE: Lisa Colonnelli - President

DATE: June 15, 2020

COUNTY OF UNION

DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES MANAGEMENT
Joseph A. Graziano Sr., Director

BOARD OF
CHOSEN FREEHOLDERS

ALEXANDER MIRABELLA
Chairman

ANGEL G. ESTRADA
Vice Chairman

ANGELA R. GARRETSON

SERGIO GRANADOS

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ANDREA STATEN

REBECCA WILLIAMS

EDWARD T. OATMAN
County Manager

AMY C. WAGNER
Deputy County Manager

ROBERT E. BARRY, ESQ.
County Counsel

JAMES E. PELLETTIERE, RMC
Clerk of the Board

Memorandum

TO: **To All Potential Bidders**

FROM: **Thomas O. Mineo, P.E.**
County Engineer

DATE: **June 15, 2020**

RE: **CLARIFICATION NUMBER 1**

BA#17-2020; Union County Engineering Project #2012-021
East Hazelwood Avenue Bridge (Ra09)
over South Branch Rahway River
Scour Countermeasures
City of Rahway, County of Union, New Jersey

Q. On Drawing 9 of 11, Note 2 mentions "The contractor may, at his option, and at no extra cost to the county, propose other comparable ACBMs for the engineers approval…". I would like to request who preferred supplier is for the Articulated Concrete Block Mats as referenced in drawings. The specifications did not provide the supplier.

A. There is no preferred supplier for the Articulated Concrete Block Mats.

THOMAS O. MINEO, P.E.
County Engineer,
Director, Division of Engineering

Bidder's Name Colonnelli Brothers Inc.

EXPERIENCE STATEMENT

I hereby certify that my company has performed the following private or public work, which is relevant to this bid. I further certify that my company has never defaulted under any contract. Should you not sign this form due to prior defaults, please provide details on an attached sheet.

[signature]
Witness

June 15, 2020
Date

Colonnelli Brothers Inc.
NAME OF BIDDER

409 South River St
Hackensack NJ 07601
ADDRESS

By: Lisa Colonnelli
ORIGINAL SIGNATURE ONLY

Lisa Colonnelli
President
PRINT NAME AND TITLE

YOU MAY ATTACH ADDITIONAL SHEETS, BUT YOU MUST SIGN AND WITNESS THIS SHEET.

Bidder's Name Colonnese Brothers Inc

SUBCONTRACTOR IDENTIFICATION STATEMENT

LIST OF SUBCONTRACTORS

This form is ONLY required for plumbing and gas fitting, steam and hot water heating and ventilating apparatus, steam power plants, electrical work, structural steel, ornamental iron work, and any other trades required to be identified by the specifications (including, but not limited, to satisfying any DPMC Classification requirements).

☒ **CHECK THIS BOX IF NONE OF THE ABOVE LISTED TRADES OR THOSE REQUIRED TO BE IDENTIFIED IN THE SPECIFICATIONS ARE TO BE USED TO PERFORM THE WORK**

In compliance with N.J.S.A. 40A:11-16 and the bid specifications, the undersigned hereby lists the name or names of the following subcontractors:

Company Name:_____

Address:_____

Telephone: _____ Subcontract Amount: $_____

Specific Scope of Work Subcontracted: _____

_____

License No. _____

Company Name:_____

Address: _____

Telephone: _____ Subcontract Amount: $_____

Specific Scope of Work Subcontracted: _____

_____

License No. _____

Company Name:_____

Address: _____

Telephone: _____ Subcontract Amount: $_____

Specific Scope of Work Subcontracted: _____

_____

License No. _____

IF MORE THAN THREE SUBCONTRACTORS, PLEASE COPY THIS SHEET AS NECESSARY AND ATTACH TO THE BID PACKAGE.

(Continued on following page)

Bidder's Name Colonnelli Brothers, Inc.

SUBCONTRACTOR IDENTIFICATION CERTIFICATION

Note the law does not permit the listing of alternate subcontractors. However, multiple subcontractors for the same trade are permitted to be named provided the bidder meets the following requirements:

- Bidder identifies each subcontractor named for that category;
- Bidder states the scope of work, goods and services (the portion of the work) to be performed by each subcontractor; and
- Bidder provides the price quote provided by each subcontractor.

The bidder is advised that any change of subcontractor(s) from ones listed herein is subject to the County's approval. Change of subcontractor(s) will be approved only if made for good cause and not as a result of an arbitrary purpose.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the work in this project as set forth in N.J.S.A. 40A: 11-16.

Witness

Date June 18, 2020

Colonnelli Brothers Inc
NAME OF BIDDER

409 South River St.
Hackensack NJ 07601
ADDRESS

By: Lisa Colonnelli
ORIGINAL SIGNATURE ONLY

Lisa Colonnelli
President
PRINT NAME AND TITLE

Bidder's Name Colonnelli Brothers Inc.

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF NEW JERSEY / _____)
Specify, if Other) SS:
COUNTY OF Bergen)

I, Lisa Colonnelli, of the (City, Town, Borough, etc.) of Hackensack State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Colonnelli Brothers Inc., the Bidder making the proposal for the above named Project ("Contractor'), and that I executed said proposal with full authority to do so; and that said Contractor, pursuant to N.J.S.A. 40A:11-20, certifies that it owns, leases or controls all the necessary equipment required by the Plans, Specifications and Advertisements under this Bids are asked for.

If the Bidder is not the actual owner or lessee of any such equipment, then the Bidder shall attach to this Certificate information identifying the source from which the equipment will be obtained, and such information shall be accompanied by a certificate from the owner or person in control of the equipment definitively granting to the Bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract.

Lisa Colonnelli
(Also type or print name of affiant under signature)

By: Lisa Colonnelli - President

Bidder's Name Colonnese Brothers, Inc.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

1. Colonnese Brothers, Inc.
(Name of Bidder)

2. 409 South River Street Hackensack New Jersey 07601
(Permanent Main Office Address)

3. March 11, 1986
(When Organized)

4. New Jersey
(If a Corporation, where incorporated)

5. Number of years your organization has been engaged in construction or contracting business under present firm or trade name? 34 yrs.

6. How many years of experience in construction work has your organization had (a) as a general contractor? And/or (b) As a subcontractor? 34 years

7. Contracts on hand: (Attach a list or table showing gross amounts of each Contract and the appropriate dates of completion)

See Attached

8. General character of work performed by you. Bridges - Culverts - Underground utility work - Paving - Snow Plowing - Excavation

9. Have you ever failed to complete any work awarded to you? NO

10. Have you ever defaulted on a Contract? NO If so, complete details, including where and why?

Bidder's Name Colonnese Brothers Inc

STATEMENT OF BIDDER'S QUALIFICATIONS - (continued)

11. Has any officer or partner of your organization ever failed to complete a construction contract handled in its own name? If so, state name of individual, name of owner, location and type of project, and reason for the failure to complete. NO

12. List your major equipment available for this Contract.

See Attached

13. Experience in the construction work similar in importance to this Project.

See Attached

14. Have you had any material adverse changes from the trades as listed in NJ Notice of Classification within last five (5) years? NO. If so, list prior classification.

15. Background and experience of the principal members of your organization, including the officers.

See Attached

Individual's Name	Present Position or Office	Yrs. of Construction Experience	Magnitude & Type of Work	In What Capacity

COLONNELLI BROTHERS, INC.

409 SOUTH RIVER STREET

HACKENSACK, NEW JERSEY 07601

PHONE NO. (201) 440-1118 FAX NO. (201) 440-8282

BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF OUR ORGANIZATION

INDIVIDUAL'S NAME	PRESENT POSITION	YRS.OF CONSTRUCTION EXPERIENCE	MAGNITUDE & WHAT TYPE OF WORK & CAPACITY	
Nino G.Colonnelli	Gen.Manager	8 Years	Bridges & Utilities	$20 Million
Adriano Aramini	Field Sup't.	35 Years	Bridges & Utilities	$ 35 Million
Michael Ferrante	Project Sup't	42 Years	Bridges & Utilities	$ 40 Million
Henry Dobbelaar	Project Manager	58 Years	Bridges & Utilities	$ 50 Million
Lukas Prokop	Project Manager	8 Years	Bridges & Utilities	$ 25 Million
Silvanio Soares	Field Sup't.	6 Years	Bridges & Utilities	$ 20 Million

Bidder's Name Colonnelli Brothers Inc.

16. Bank Reference. (Name, Address, Phone, Representative) Lakeland Bank - 166 Changebridge Rd Montville, N.J. (973) 404-2223 MR. Brian Kelly
17. Will you, upon request, fill out a detailed financial statement? yes

18. The undersigned, hereby authorizes and requests any person, firm or corporation to furnish any information requested by the proper agency in verification of the responses comprising this Statement of Bidder's Qualifications.

19. Bidder's telephone number, fax number and e-mail address (if applicable).

Phone (201) 440-1118

Fax (201) 440-8282

E-mail NLC@colonnelli.com

Mobile (201) 691-0275

Dated at Hackensack this 18th day of June, 2020.

Lisa Colonnelli
BIDDER (Signature)

Lisa Colonnelli - President
BIDDER (Print Name)

Subscribed and sworn to before me

this 22 day of June, 2020.

Anna T Colonnelli
(Seal) Notary Public of New Jersey / Specify Other State

My Commission Expires _____, 20__.

ANNA T COLLEMI
My Commission Expires
NOTARY PUBLIC
04-09-2023
STATE OF NEW JERSEY

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

COLONNELLI BROTHERS, INC.

LIST OF REFERENCES

ENGINEERS:

1. Boswell Engineers
   Mr. Jason Menzella (201) 641-0770

2. Neglia Engineering Associates
   Mr. Gregory J. Polyniak (201) 939-8805

3. Keller & Kirkpatrick Inc.
   Mr. Thomas J. Aslanian (973) 434-8306

4. Christopher P. Statile Enginerring
   Mr. Christopher Statile P.E. (201) 337-7470

5. Maser Consulting
   Mr. Alexander M. Itkin P.E. (845) 352-0411

MUNICIPALITIES:

1. Borough of Fairlawn
   Mr. Ken Garrison (201) 794-5304

2. Borough of Little Ferry
   Mr. William Holley (201) 641-0023

3. Borough of Teterboro
   Mr. John Fantacone (201) 288-0628

4. Borough of Elmwood Park
   Mr. Scott Karcz (201) 796-1009

5. Township of Montclair
   Mr. Steve Wood (201) 953-6129

GENERAL REFERENCES:

1. Sparwick Contracting Inc.
   Mr. Rick Fagersten (973) 300-4709

2. Drost Development LLC
   Mr. Brian Drost (973) 779-8099

3 Orange and Rockland Utilities
   Mr. Michael Casale (845) 577-3035

4 Russo Development
   Mr. Domenick Tucci (201) 487-5657
   Mr. Bill Pembrook (215) 534-8480

5 Cedar Crest Village
   Mr. Peter Kolb (973) 831-3579

COUNTIES:

1. County of Passaic
   Ms. Aurelia Mayer (973) 881-4447

2. County of Morris
   Mr. Roslyn Khurdan (973) 829-8616

3. County of Bergen
   Mr. Joseph Femia (201) 336-6800

4. County of Essex
   Mr. Louis Rodrequez (973) 226-8506

5. County of Middlesex
   Mr. Ron Sedner (732) 745-3248

6. County of Somerset
   Mr. Paolo Bonite (908) 231-7024

SUBCONTRACTORS:

1. Carroccia Company
   Mr. Rich Palladino (732) 968-1010

2. J.K. Crane
   Mr. Mark Testner (201) 919-4889

3. L.C. Equipment
   Mr. Norm Merrill (609) 628-1800

4. Braen Stone Industries
   Mr. Tom Lynch (973) 595-6250

5. Mountain View Layout
   Mr. Roland Matthews (973) 627-0029

6. Genesis Engineering LLC
   Mr. Rick C. Kreppel (973) 383-3632

STATUS OF CONTRACTS SCHEDULE AS OF DECEMBER 31, 2019

1	Accounts Receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)										
Name of Owner Complete Address Street, Town, State, Zip Code, & Phone Number	Name & Location of Project-Type of Work Performed By Your Organization Replacement of	Prime Or Sub	(A) Adjusted Contract Amount	(B) Amount Earned & Billed	(C) Amount Received	(D) Retainage Date Due	(D) Retainage Amt.	(E) Amount Now Due Excluding Retainage	(F) Earned Since Last Estimate (Earned Not Billed)	(G) Balance To B Completed (Unearned Not Billed)	(H) Estimat'd Complete Date
County of Essex 465 Dr.Martin Luther King Blvd. Newark, New Jersey 07102 (973) 621-5100	The Berkeley Ave. Bridge Bloomfield New Jersey 3-4-6-8	Prime	$ 3,597,452.00	$3,597,452.00	$3,527,977.00	Jun-20		$69,475.00			Dec-20
Con Edison Of New York 4 Irving Place New York, New York 10276 (929) 286-1090	Gas Main and Service Installations at var. loc.in Westchester County 22-1B	Prime	$2,204,917.00	$2,204,947.00	$2,086,043.00	Dec-20		$118,904.00			Dec-20
Township of Teaneck 818 Teaneck Road Teaneck, New Jersey 07666 (201)832-1709	Emergency Sewer and Drainage Repairs Var.Loc.in Teaneck 22	Prime	$37,880.00	$37,880.00	$33,087.00	12/19		$4,793.00			Dec-20
Borough of Elmwood Park 182 Market Street Elmwood Park, New Jersey 07407 (201) 796-1457	Emergency Sewer & water main repairs var. loc. In Elmwood Park 22	Prime	$78,709.00	$78,709.00	$68,250.00	1/20		$10,459.00			Dec-20
Marini Brothers, Co. 9 Lafayette Street Hackensack, New Jersey 07601 (201) 488-4127	Site -Work various locations within city of Hackensack 2	Prime	$35,867.00	$35,867.00	$32,521.00	1/20		$616.00			Dec-20
Orange County 2455-2459 Route 17M Goshen, New York 10924 (845) 291-2750	Rehabilitation of The Beaver Dam Lake Dam Salisbury Mills NY 16-Feb	Prime	$4,035,403.00	$4,035,403.00	$3,906,481.00	2/21		$128,922.00			Dec-20
Drost Management LLC 136 Route 46 East Lodi, New Jersey 07644	Site -Work and Trench Drain Install. Paterson, NJ 22-Feb	Prime	$74,880.00	$74,880.00	$65,980.00	1/20		$8,900.00			Dec-20
County of Essex 900 Bloomfield Avenue Verona, New Jersey 07044 (973) 226-8500	2018- Drainage Improvement Project var.loc. In Essex Cty. 22	Prime	$819,034.00	$819,034.00	$810,913.00	1/21		$8,121.00			Dec-20
Town of Guttenberg 6808 Park Avenue Guttenberg, New Jersey 07093 (201) 868-3304	2018- Sewer Improvement Project Guttenberg 22	Prime	$618,903.00	$618,903.00	$567,495.00	1/20		$51,408.00			Dec-20

STATUS OF CONTRACTS SCHEDULE AS OF DECEMBER 31, 2019

	Accounts Receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)										
Name of Owner Complete Address Street, Town, State, Zip Code, & Phone Number	Name & Location of Project-Type of Work Performed By Your Organization (see pg 7 for work desc)	Prime Or Sub	(A) Adjusted Contract Amount	(B) Amount Earned & Billed	(C) Amount Received	(D) Retainage Date Due	 Amt.	(E) Amount Now Due Excluding Retainage	(F) Earned Since Last Estimate (Earned Not Billed)	(G) alance To B Completed (Unearned Not Billed)	(H) Estimat'd Complete Date
County of Union Elizabethtown Plaza Elizabeth, New Jersey 07207 (908) 789-3652	Replacement of the Pemberton Avenue Culvert- Plainfield NJ 3-4-6-8	Prime	$643,127.00	$643,127.00	$634,631.00	Jan-20		$8,496.00			Dec-20
County of Union Elizabethtown Plaza Elizabeth, New Jersey 07207 (908) 789-3652	Replacement of the Mountain Ave. Bridge Berkeley Heights, NJ 3-4-6-8	Prime	$617,121.00	$617,121.00	$467,781.00	Jan-20		$149,340.00			Dec-20
Guido Putrino and Son 99 Troast Street Hackensack, NJ 07601 (201) 376-7795	Site -Work and Sewer installation 7-Eleven No.Bergen NJ 22-Feb	Prime	$135,239.00	$135,239.00	$108,260.00	Jan-20		$26,979.00			12/19
Orange and Rockland Utilities 390 West Route 59 Spring Valley, New York 10956 (845) 577-3163	Gas Main and Electric Excavations Var.Loc.Rockland and Orange Cty.22-8	Prime	$1,477,312.00	$1,477,312.00	$1,166,701.00	Jan-20		$310,611.00			12/19
County of Essex 900 Bloomfield Avenue Verona, New Jersey 07044 (973) 226-8500	2019-Drainage Improvement Projects Var. Loc.in Essex Cty 22	Prime	$583,062.00	$583,062.00	$577,815.00	Jan-20		$5,247.00			Dec-20
Russo Development LLC 570 Commerce Blvd. Carlstadt, New Jersey 07072 (201) 487-5657	Drainage Installation and Sewer Installation Various Locations 22	Prime	$140,564.00	$140,564.00	$86,064.00	Jan-20		$54,500.00			12/19
Andre J. Avelini 101 Mountain Lodge Road Washingtonville, New York 10992	Rehabilitation of the existing Bridge 101 Mountain Lodge Rd 2-4-6-8	Prime	$105,000.00	$105,000.00	$100,000.00	Jan-20		$5,000.00			12/19
Orange and Rockland Utilities 390 West Route 59 Spring Valley, New York 10956 (845) 577-3163	Gas Main and Service Installations New Business Contract 10C-22	Prime	$824,474.00	$824,474.00	$694,093.00	Jan-20		$130,381.00			12/19
County of Somerset 20 Grove Street Somerville, New Jersey 08876 (908) 231-7025	Construct Bridge Repairs for Somerset 3 Bridges 2-4-6-8	Prime	$558,961.00	$558,961.00	$370,398.00	Jan-20		$188,563.00			12/19

STATUS OF CONTRACTS SCHEDULE AS OF DECEMBER 31, 2019

1	Accounts Receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)										
Name of Owner Complete Address Street, Town, State, Zip Code, & Phone Number	Name & Location of Project-Type of Work Performed By Your Organization (see pg 7 for work desc)	Prime Or Sub	(A) Adjusted Contract Amount	(B) Amount Earned & Billed	(C) Amount Received	(D) Retainage Date Due	 Amt.	(E) Amount Now Due Excluding Retainage	(F) Earned Since Last Estimate (Earned Not Billed)	(G) alance To B Completed (Unearned Not Billed)	(H) Estimat'd Complete Date
Grove Contracting LLC 70 Durrell Street Verona, New Jersey 07044 (973) 202-0803	Water Line Installation Bergen County Technical School B.C. 22	Prime	$85,000.00	$85,000.00	$74,708.00	Jan-20		$10,292.00			12/19
Borough of Little Ferry 215-217 Liberty Street Little Ferry, New Jersey 07643 (201) 641-9234	Sabina Street Drainage Improvement Project -Little Ferry 22	Prime	$426,966.00	$426,966.00	$419,926.00	Jan-20		$7,040.00			12/19
County of Union Elizabethtown Plaza Elizabeth , New Jersey 07207 (908) 789-3652	Mountain Avenue Eastbound Drainage Impr.Berkeley Hgts. NJ 22	Prime	$104,930.00	$104,930.00	$53,482.00	Mar-20		$51,448.00			Jan-20
Orange and Rockland Utilities 390 West Route 59 Spring Valley, New York 10956 (845) 577-3163	Gas Main & Service Installations at Kiryas Joel, Monroe NY 22-10C	Prime	$301,027.00	$301,027.00	$59,497.00	Mar-20		$241,530.00			Jan-20
NJDOT 1035 Parkway Trenton, New Jersey 08625 (609) 963-1630	Snow Plowing Services on Varl Loc. Of Rt.80 NJ	Prime	$284,713.00	$284,713.00	$244,650.00	Jan-20		$40,063.00			12/19
Con Edison of New York 4 Irving Place New York, NY 10276 (929) 286-1090	Gas Main & Service Installations at Timber Ridge, Mt.Kisco NY 22	Prime	$396,359.00	$396,359.00	$235,679.00	Jan-20		$160,680.00			12/19
Con Edison of New York 4 Irving Place New York, NY 10276 (929) 286-1090	Gas Main & Service Installations for the New Business Contract 22	Prime	$777,260.00	$777,260.00	$502,106.00	Jan-20		$275,154.00			12/19

STATUS OF CONTRACTS SCHEDULE AS OF DECEMBER 31, 2019

1	Accounts Receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)										
Name of Owner Complete Address Street, Town, State, Zip Code, & Phone Number	Name & Location of Project-Type of Work Performed By Your Organization	Prime Or Sub	(A) Adjusted Contract Amount	(B) Amount Earned & Billed	(C) Amount Received	(D) Retainage		(E) Amount Now Due Excluding Retainage	(F) Earned Since Last Estimate (Earned Not Billed)	(G) Balance To Be Completed (Unearned Not Billed)	(H) Estimat'd Complete Date
						Date Due	Amt.				

STATUS OF CONTRACTS SCHEDULE AS OF DECEMBER 31, 2019

1	Accounts Receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)										
Name of Owner Complete Address Street, Town, State, Zip Code, & Phone Number	Name & Location of Project-Type of Work Performed By Your Organization (see pg 7 for work desc)	Prime Or Sub	(A) Adjusted Contract Amount	(B) Amount Earned & Billed	(C) Amount Received	(D) Retainage Date Due	(D) Retainage Amt.	(E) Amount Now Due Excluding Retainage	(F) Earned Since Last Estimate (Earned Not Billed)	(G) Balance To Be Completed (Unearned Not Billed)	(H) Estimat'd Complete Date

STATUS OF CONTRACTS SCHEDULE AS OF DECEMBER 31, 2019

1	Accounts Receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)										
Name of Owner Complete Address Street, Town, State, Zip Code, & Phone Number	Name & Location of Project-Type of Work Performed By Your Organization (see pg 7 for work desc)	Prime Or Sub	(A) Adjusted Contract Amount	(B) Amount Earned & Billed	(C) Amount Received	(D) Retainage Date Due	 Amt.	(E) Amount Now Due Excluding Retainage	(F) Earned Since Last Estimate (Earned Not Billed)	(G) alance To B Completed (Unearned Not Billed)	(H) Estimat'd Complete Date
	TOTALS:		$18,964,160.00	$18,964,190.00	$16,894,538.00		$0.00	$2,066,922.00	$0.00	$0.00	

AUTOMOBILE FLEET SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST. VEH #	MAKE	MODEL	BODY TYPE	SERIAL #	COST NEW	GARAGING
1	1987	FB-1	International		Rack Truck	1HTLDTVN9HH468557	$ 20,000	Hackensack, NJ
2	1990	C-6	International		Single Axle Dump Truck	1HTSDNGN6LH285596	$ 35,000	Hackensack, NJ
3	1991	C-10	International		Single Axle Dump Truck	1HTSDZ7N5MI1315390	$ 25,000	Hackensack, NJ
4	1996	T-06	Evaco		Trailer	472D04823TA000387		Hackensack, NJ
5	1999	S-4	GMC		Mason Dump	1GDP7H1C0XJ517042	$ 40,000	Hackensack, NJ
6	2000	SB-4	Isuzu		Box Truck	4KLB4B1R4YJ800117	$ 30,000	Congers, NY
7	2000	SB-5	Isuzu		Box Truck	4KLB4B1R1YJ800706	$ 45,000	Congers, NY
8	2000	T-08	Evaco		Trailer	1E9BU1624YA187003	$ 5,075	Hackensack, NJ
9	2000	TT-2	Kenworth	W900B	Tractor	1XKWDB0X4YJ858086	$ 89,000	Hackensack, NJ
10	2001	C-13	Sterling	190	Dump	2FZAAZA8X1AH49376	$ 45,000	Hackensack, NJ
11	2002	C-8	Ford	F650	Single Axle Dump Truck	3FDNF655X2MA10283	$ 40,000	Hackensack, NJ
12	2002	C-9	Ford	F650	Single Axle Dump Truck	3FDNF65542MA12370	$ 40,000	Hackensack, NJ
13	2002	P-18	Chevrolet	Silverado	Pickup truck	1GCHK29142E287708	$ 38,000	Hackensack, NJ
14	2002	SB-3	Isuzu	NPR	Van	JALC4B14227009483	$ 30,000	Congers, NY
15	2003	T-14	Eager Beaver		Trailer	112H5V3153L060366	$ 13,000	Hackensack, NJ
16	2004	SB-2	Isuzu	NQR	Box Truck	JALE5B14647900479	$ 45,000	Congers, NY
17	2004	TD-5	Mack		Tandem Dump	1M2AG11C84M012602	$ 101,339	Congers, NY
18	2004	V-2	Chevrolet	G35	Van	1GBHG31U441110085	$ 12,500	Hackensack, NJ

AUTOMOBILE FLEET SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST. VEH #	MAKE	MODEL	BODY TYPE	SERIAL #	COST NEW	GARAGING
19	2005	SB-7	Isuzu	NPR	Box Truck	4KLB4814X5J800459	$ 40,000	Hackensack, NJ
20	2005	TT-3	Freightliner	Columbia	Tractor	1FUJF0DE15LU61781	$ 87,000	Hackensack, NJ
21	2006	P-37	Chevrolet	Silverado	Pickup truck	1GBHC24V26E167351	$ 38,000	Hackensack, NJ
22	2006	TD-6	International		Dump	1HTXRAPT16J291723	$ 135,000	Hackensack, NJ
23	2007	LBT-2	Etnyre	Gooseneck	Trailer	1E92957277E111029	$ 65,000	Hackensack, NJ
24	2007	P-23	Ford	F350	Pickup truck	1FTWF31P67EA06002	$ 38,000	Hackensack, NJ
25	2007	SB-6	International	430	Box Truck	1HTMMAAM87H491901	$ 7,000	Hackensack, NJ
26	2007	TD-7	Kenworth		Dump Truck	1NKDLBEX57J170061	$ 125,436	Congers, NY
27	2007	TD-8	International		Truck	1HTWNAZT67J484732	$ 75,000	Congers, NY
28	2007	TD-9	Kenworth	T800	Dump	1NKDLU0X87J171742	$ 124,035	Congers, NY
29	2007	V-3	Ford	E350	Van	1FTSE34L57DA02958	$ 22,500	Hackensack, NJ
30	2007		Haul Mark		Trailer	16HPB16257P063644	$ 4,437	Hackensack, NJ
31	2008	P-24	Chevrolet	Silverado	Pickup truck	2GCEK19J281130878	$ 38,000	Congers, NY
32	2009	CAR-14	Ford	Escape	Sport Utility	1FMCU69349KA87796	$ 30,055	Hackensack, NJ
33	2009	P-31	Chevrolet	Silverado	Pickup truck	1GCHK44659E138927	$ 43,000	Hackensack, NJ
34	2010	MD-6	GMC	Sierra	3500 HD Dump	1GD6K2B63AF113243	$ 49,500	Hackensack, NJ
35	2010	P-41	Ford	F150	Pickup truck	1FTEX1E89AFD47864	$ 19,500	Hackensack, NJ
36	2011	C-11	Ford	F750	5 Yard Dump	3FRPF7FA6BV411163	$ 60,000	Hackensack, NJ
37	2011	P-46	Chevrolet	2500	Pickup truck	1GB0CVCG6BF139826	$ 40,000	Hackensack, NJ
38	2011	P-48	Chevrolet	2500	Pickup truck	1GC0CVCG3BF232573	$ 25,000	Congers, NY

AUTOMOBILE FLEET SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST. VEH #	MAKE	MODEL	BODY TYPE	SERIAL #	COST NEW	GARAGING
39	2011	TD-3	International	7400	Dump Truck	1HTWGAZR9BJ399634	$ 135,000	Hackensack, NJ
40	2011	TD-4	International	7400	Dump Truck	1HTWGAZRXBJ399612	$ 135,000	Hackensack, NJ
41	2011	V-5	Ford	E350	Van	1FTSE3EL3BDA52930	$ 22,500	Congers, NY
42	2012	MD-5	GMC	Sierra	Mason Dump	1GD322CL0CF161342	$ 45,263	Hackensack, NJ
43	2012	V-4	Ford	E350	Van	1FTSE3EL7CDA31757	$ 22,500	Congers, NY
44	2013	P-36	GMC	Sierra	Pickup truck	1GT322C85DF170765	$ 23,541	Hackensack, NJ
45	2013	P-39	GMC	3500	Sierra Pickup	1GD322C82DF142479	$ 46,750	Hackensack, NJ
46	2013	P-40	GMC	3500	Pickup truck	1GD322C8XDF146764	$ 45,000	Hackensack, NJ
47	2013	P-47	Ford	F150	Pickup truck	1FTEX1CMXDFD73068	$ 25,000	Congers, NY
48	2015	Car-15	Jeep	Grand Cherokee	Sport Utility	1C4RJFBM5FC242202	$ 50,000	Hackensack, NJ
49	2016	P-42	Ford	F350	Pickup truck	1FT8W3BT2GEB66284	$ 62,000	Hackensack, NJ
50	2017	CAR-13	Volkswagen	Jetta	Sedan	3VWDB7AJ8HM314318	$ 20,000	Hackensack, NJ
51	2017	P-43	Ford	F250	Pickup truck	1FT7X2BT0HEC50317	$ 50,000	Hackensack, NJ
52	2017	P-44	Ford	F150	Pickup truck	1FTEW1EGXHFC75237	$ 66,578	Hackensack, NJ
53	2017	P-45	Ford	F250	Pickup truck	1FT8X3BT3HED98424	$ 48,524	Hackensack, NJ
54	2019	P-49	Ford	F150	Pickup truck	1FTEX1EP4KFA99791	$ 45,000	Hackensack, NJ
55	2019	P-50	Ford	F350	Pickup truck	1FD8X3FT6KED72381	$ 55,000	Hackensack, NJ

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST. #	MANUFACTURER	MODEL	DESCRIPTION	I.D #	AMOUNT OF INSURANCE
1	2005		Aaman		Double Drum Asphalt Roller		$ 10,000
2			Allied		3" Hole Hog		$ 5,000
3		MB-43	AmSIG	CMS T33X	Message Board w/ Computer TE-R-105	SN 4880	$ 5,000
4		MB-45	AmSIG	CMS T33X	Message Board		$ 5,000
5		MB-46	AmSIG	CMS T33X	Message Board, Cumputer 0890		$ 5,000
6	1997	AZ-1	Asphalt Zipper	100183	Zipper Milling Machine 183 w/ Trailer	100183	$ 15,000
7	2005	AZ-3	Asphalt Zipper	AZ 360	Asphalt Zipper Milling Machine/24" Drum	36HD0145	$ 25,000
8	2009	AZ-4	Asphalt Zipper	AZ-360 HD	36" Mandrel & John Deere Engine	36S00116	$ 30,000
9	2001	AZ-2	Asphalt Zipper	AZ-300	Asphalt Zipper	100673	$ 25,000
10		AZ-5	Asphalt Zipper	AZ-360 HD	Asphalt Zipper		$ 25,000
11	1991		Atlas Copco	XAS-090JD-18	Air Compressor	335837	$ 5,000
12	1991		Atlas Copco	XAS-090JD-18	Air Compressor	335-837	$ 5,000
13	1993	CH-05	Caterpillar	426B	Loader Backhoe 4WD Ext. Hoe W/B	5YJ00729	$ 12,000
14	2018	CH-21	Caterpillar	420F2IT	Backhoe Loader	HWD02588	$ 134,348
15	2018	CH-22	Caterpillar	420F2IT	Backhoe Loader	HWD02844	$ 134,348
16		2018	Custom Built	Barge	Jackup Work Float 8x20		$ 7,254
17			Ditch Witch		3" Hole Hog		$ 5,000
18		VR-1,4,5	Essick		Vibratory Roller	92301924	$ 5,001
19	2015		Falcon		4 Ton Asphalt Recycler & Hot Box Trailer	1F9P41725FM339339	$ 24,047
20	2017		Generac	MWT500-STD	Water Buffalo	3001956824	$ 7,000
21	2013		Generac	MWT500-STD	Water Buffalo	5AJWS1422DB302499	$ 7,000
22	2017		Generac	MWT500-STD	Water Buffalo		$ 7,000
23			Grimmer Schmidt	E-12	185 CFM Compressor	185DRG-21189	$ 5,000
24			Harrison	11000	11000 KW Generator		$ 5,001

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST #	MANUFACTURER	MODEL	DESCRIPTION	I.D #	AMOUNT OF INSURANCE
25	2017		Horn	NTTRL	Boat Trailer	MPAC0230	$ 2,500
26	1988	FL-1	Hyster Fork Lift	H100XL	Fork Lift	F00FA053793	$ 5,001
27			Ingersoll Rand	SD-70D Pro Pac	Roller	158753	$ 20,000
28	1992	DD-35	Ingersoll Rand	DD-35	Vibratory Roller	8637-S	$ 5,001
29	2002	DG-2	Ingersoll Rand	Lightsource	6000 W Generator	176340489329	$ 5,001
30	2010	DG-1	Ingersoll Rand	XG 6500 Lightsource	6000 W Generator		$ 5,001
31	1995		Ingersoll Rand	P185WJD	Air Compressor	253983	$ 5,001
32	2010		Ingersoll Rand	P185WJD	Air Compressor	4FCVABAAXAU411271	$ 8,000
33			Ingersoll Rand	P185WJD	Air Compressor	176340U89329	$ 8,000
34			Ingersoll Rand	P185WJD	Air Compressor		$ 8,000
35	1988	C-7	International	Single Axle	Crash Truck	1HTLDTVNXJH578961	$ 20,000
36	1990	C-4	International	Single Axle	Crash Truck	1HTSDTVN5LH265749	$ 20,000
37	1990	C-12	International	Single Axle	Crash Truck	H626635	$ 20,000
38	1998	CH-03	JCB	214 Extra Dig	Loader Backhoe 4WD	44-5664	$ 15,000
39	1997	CH-06	JCB	217 II Extra Dig	Loader Backhoe 4WD	442276	$ 20,000
40	1998	CH-10	JCB	210S II Extra Dig	Loader Backhoe 4WD	762339	$ 10,000
41			JCB	215	Loader Backhoe 4WD		$ 25,000
42	2003	CH-20	JCB	215	Loader Backhoe 4WD	SLP21STC40904074	$ 40,000
43	1996	CH-08	JCB CH-4	208S	Loader Backhoe 4WD	727635	$ 7,500
44	2007	L-3	John Deere	544J	Wheel Loader w/ Bucket	DW544JZ611879	$ 80,000
45		L-8	John Deere	444K	Wheel Loader w/ Bucket	SM1DW444KZCB0634701	$ 100,000
46	2008	AC-5	Kaeser	210	Air Compressor	WKA0N130183231753	$ 8,000
47	2011		Kaeser	185	Air Compressor	926239	$ 8,000
48	2015		Kaeser	185	Air Compressor	WKA0N0760F5377100	$ 8,000

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST. #	MANUFACTURER	MODEL	DESCRIPTION	I.D #	AMOUNT OF INSURANCE
49	1997	BD-37	Komatsu	D-37P-5	Swamp Dozer 3596	3596	$ 15,000
50	1999	B-4	Komatsu	PC-270LC-6	Excavator W/Hammer	A83036	$ 60,000
51	1995	B-1	Komatsu	PC-150	LC-5 Excavator W/Hammer EX-150	6228	$ 20,000
52	1988	L-1	Komatsu	WA-320	Front End Loader	10116/BMC	$ 10,000
53	2006	B-7	Komatsu	PC-228 USLC-3N	Excavator	32107	$ 75,000
54	2008	B-6	Komatsu	PC-138	Excavator w/ Blade	89983	$ 75,000
55	2008	L-4	Komatsu	WA-200	Loader	68616	$ 75,000
56	2009	B-9	Komatsu	PC-88MR-8	Excavator	5059	$ 50,000
57	2009	L-5	Komatsu	WA-200L-5	Wheel Loader	68757	$ 75,000
58	2013	B-10	Komatsu	PC-88MR-8	Excavator	6080	$ 90,000
59			Komatsu	FG-15ST15	Fork Lift	362087A	$ 5,000
60	2012	B-14	Komatsu	PC-55MR-3	Excavator	F30363	$ 45,475
61	2015	B-12	Komatsu	PC-138USLC-10	Hydraulic Excavator	SN41141	$ 173,900
62	2014	L-7	Komatsu	WA-200-7	Loader	80255	$ 148,800
63	2016	B-16	Komatsu	PC-228 USLC-10	Hydraulic Excavator	1764	$ 212,000
64	1996	BD-3	Komatsu	D-39E-1	Bulldozer	4750003P096031	$ 25,000
65	2017		Komatsu	PC55-MR-4	Hydraulic Excavator	20571	$ 78,000
66	2000	B-5	Komatsu	PC-270LC-6	Excavator	A85062	$ 60,000
67	2019	B-17	Komatsu	PC238USLC-10	Hydraulic Excavator	6196	
68	2015	B-13	Kubota	U55-4R3AP	Excavator	25357	$ 71,000
69	2016		Kubota	U35-4R3A	Excavator	11862	$ 38,500
70	1997	SWP-1	Laymor	611B	Power Sweeper	26374-002	$ 7,500
71		SWP-2	Laymor	SM300	Power Sweeper (Green)	34437	$ 10,000
72		SWP-3	Laymor		Power Sweeper		$ 10,000

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST. #	MANUFACTURER	MODEL	DESCRIPTION	I.D #	AMOUNT OF INSURANCE
73		SWP-4	Laymor	3-C	Walk Behind Sweeper	28100	$ 2,500
74		SWP-5	Laymor	3-C	Walk Behind Sweeper		$ 2,500
75		SWP-6	Laymor	3-C	Walk Behind Sweeper		$ 2,500
76	1999	AP-1	Lee-Boy	8500-B	Asphalt Paver	1923HD	$ 10,000
77			Lincoln	SA-200	Welding Machine	A-606076	$ 2,500
78	1999		Mabey	EMV 300A	Vibro Hammer	45-009	$ 10,000
79			McElroy	412	Fusion Machine		$ 30,000
80			McElroy	No. 28	Fusion Machine		$ 10,000
81			McElroy	No. 28	Fusion Machine		$ 10,000
82			McElroy	No. 28	Fusion Machine		$ 10,000
83			McElroy	Bulldog	4" Fusion Machine		$ 3,000
84			Miller	Big Blue 300	Welding Machine		$ 2,500
85			Miltiquip Whitman	WM-700P	Cement Mixer	FA-755004	$ 2,500
86			Muller		Cement Mixer		$ 2,500
87	1999	DG-5	Multi Quip	31091A	150KW Generator - 150,000 W	4AGHU1729XC031191	$ 20,000
88	2006	DG-3	Multi Quip	9700	Generator		$ 5,001
89	2007	VR-6	Rammax	AR26	Roller	SN21324	$ 13,000
90	2016		Rockblaster	RB1300	Hammer	RB1300GG	$ 50,000
91	2016		Rockblaster	RB750G	Hammer	18F13L003	$ 18,000
92			Solar Tech	Silent Sentinel	Arrow Board	86-521640	$ 3,500
93	2002		Stone	24" Double Drum	Sheeps Foot Trench Roller		$ 5,000
94			Stone	Wolfpac 1000	Roller		$ 7,000
95	1984		STRL	14 Feet	Aluminium Boat	18620883	$ 7,500
96	2014	B-11	Takeuchi	TB 290	Hydraulic Excavator	185100372	$ 118,000

CONTRACTOR'S EQUIPMENT SCHEDULE

NAMED INSURED: Colonnelli Brothers, Inc.

POLICY DATES: 1/15/2019 - 1/15/2020

#	YEAR	CUST. #	MANUFACTURER	MODEL	DESCRIPTION	I.D #	AMOUNT OF INSURANCE
97	2014	SS-1	Takeuchi	TL 12 HF	Hydraulic Loader	201200782	$ 110,000
98	2010		Terex	RL-4000	Light Tower	RL410-3647	$ 5,000
99		AB-3	Trafcon Arrow Board	AB-3	Solar	1200SL1S280	$ 5,001
100		AB-4	Trafcon Arrow Board	TC1-15S	Solar Mounted Trailer	1101SL15556	$ 5,001
101			Vermeer	RT450	Trencher	1VRX0721861001087	$ 14,000
102	2013	VAC-1	Vermeer Vac-Tron	VT-16LP	Vermeer Hydrovac	5HZBF1620DLKD1259	$ 57,745
103		VAC-2	Vermeer Vac-Tron		Vermeer Hydrovac		$ 50,000
104	2006	B-8	Volvo	ECR88	Excavator	10975	$ 45,000
105	2007	DG-6	Wacker	MGT1E	25KW Generator 30 KW	5692119	$ 5,000
106	1999	VR-3	Wacker	RD-11A	Double Drum Asphalt Roller	5021587	$ 5,000
107	2008		Wacker	BPU3545A	Vibro Plate Tamper		$ 2,500
108			Wacker		Vibro Plate Tamper		$ 2,500
109	2005		Wacker	RD-11A	Double Drum Asphalt Roller		$ 7,000
110			Wacker	24" Double Drum	Sheeps Foot Roller		$ 5,000
111	2003	LT-4	Wacker	LT-4	Light Tower	763501713	$ 5,001
112	1998		Wacker		Light Tower (Yellow)	5AJLS1613WB000102	
113			Wacker	Ramax	Asphalt Roller		$ 15,000
114				MEP-804A	Camo 6 kW Generator (Camo)		$ 5,001
115	2012		Hi Power	HRYW-50	Yellow Generator	X1CH40450	$ 8,000
116			Sullivan Air	D25005	Air Compressor	14539A	$ 5,000
117					Tar Kettle		$ 2,500
118					Miscellaneous Equipment, Maximum value any one item $5,000.		$ 100,000
					TOTAL		**$3,202,929**

CONTRACTOR'S CERTIFICATE OF EXPERIENCE

NAME OF OWNER	NAME AND LOCATION OF WORK PERFORMED	CONTRACT AMOUNT	DATE WORK COMPLETED
COUNTY OF SUSSEX 1 SPRING ST. NEWTON, NJ	CONSTRUCT THE REPLACEMENT OF THE SUSSEX COUNTY BRIDGE 0-07 PASSAIC AVE. OVER THE WALKILL RIVER IN OGDENSBURG	$1,396,361.50	JULY 2016 DEC. 2017
COUNTY OF ESSEX 465 DR.MARTIN LUTHER KING BLVD. NEWARK, NJ	REPLACEMENT OF THE BERKELEY AVE. BRIDGE OVER SECOND RIVER & MORRIS CANAL TOWNSHIP OF BLOOMFIELD	$ 3,597,452.00	MAY 2016 JULY 2017
COUNTY OF ESSEX 465 DR.MARTIN LUTHER KING BLVD. NEWARK, NJ	REPLACEMENT OF HOOVER AVE. BRIDGE OVER THIRD RIVER TOWNSHIP OF BLOOMFIED	$ 744,006.00	JULY 2016 AUG. 2017
COUNTY OF ORANGE 2455-2459 RT. 17M GOSHEN NY 10924	REHABILITATION OF THE GLENMERE LAKE DAM TOWN OF CHESTER COUNTY OF ORANGE	$ 2,636,250.00	APRIL 2016 JULY 2017

COUNTY OF ESSEX 465 DR. MARTIN LUTHER KING BLVD. NEWARK, NJ	REPLACEMENT OF THE LYONS AVE. BRIDGE OVER ELIZABETH RIVER	$ 389,822.00	FEB.2017 DEC. 2017 TOWNSHIP OIRVINGTON
COUNTY OF PASSAIC 401 GRAND ST. PATERSON, NJ	REPLACEMENT OF THE UNION ST. CULVERT IN HAWTHORNE, NJ	$ 1,072,116.00	FEB.2017 DEC. 2017
O&R UTILITIES 390 WEST RT. 59 SPRINGVALLEY, NEW YORK	UNIT PRICE CONTRACT FOR AREA #2 FOR GAS & ELECTRIC EXCAVATIONS AND INSTALLATIONS VARIOUS LOCATIONS FOR O&R TERRITORY	$ 35,014,000.00	SEPT.2014 MARCH 2018
COUNTY OF ESSEX 465 DR.MARTIN LUTHER KING BLVD.AT THE CODEY ARENA WEST ORANGE NJ NEWARK, NJ	REPLACEMENT OF RINK REFRIGERATION SYSTEM AND OTHER IMPROVEMENTS	$ 2,676,567.00	APRIL 2017 JAN. 2018
COUNTY OF ESSEX 465 DR.MARTIN LUTHER KING BLVD.	INSTALLATION OF #1 VIDEO WALL AT THE ICE RINK AT CODEY ARENA	$ 190,000.00	AUG. 2017 DEC. 2017
COUNTY OF MORRIS 10 COURT ST. MORRISTOWN, NJ	REPLACEMENT OF THE BRIDGE NO.1400-376 ON RIDGEDALE AVE. OVER TRIBUTARY TO WHIPPANY RIVER TWP. OF HANOVER	$ 1,340,142.00	OCT.2017 OCT. 2018

BOROUGH OF TETERBORO 510 RT.46 WEST TETERBORO, NJ	EMERGENCY STORM & SANITARY SEWER REPAIRS AND REPLACEMENT CONTRACT	$ 256,762.00	APRIL 2016 DEC. 2019
COUNTY OF UNION 10 ELIZABETHTOWN PLAZA ELIZABETH, NJ	REHABILITATION OF EAST HAZELWOOD AVE. MINOR BRIDGE CITY OF RAHWAY	$ 1,396,330.00	JAN. 2018 JULY 2018
TOWNSHIP OF LITTLE FALLS 225 MAIN ST. LITTLE FALLS, NJ	EMERGENCY SANITARY SEWER IMPROVEMENT PROJECT AT EAST MAIN ST. AND HOPSON AVE.	$ 133,813.00	JUNE 2018 AUG. 2018
COUNTY OF ESSEX 465 DR.MARTIN LUTHER KING BLVD. NEWARK, NJ	DRAINAGE IMPROVEMENT PROJECT-VAR.LOCATIONS WITHIN THE COUNTY OF ESSEX	$ 918,193.00	JUNE 2018 DEC. 2019
COUNTY OF ESSEX 465 DR. MARTIN LUTHER KING BLVD. NEWARK, NJ	BRIDGE REPAIRS AT VAR. LOCATIONS WITHIN THE COUNTY OF ESSEX	$ 819,034.00	JAN. 2019 MAY 2020
COUNTY OF ORANGE 2455-2459 RT.17M GOSHEN, NY	REHABILITAION OF BEAVER DAM LAKE DAM IN SALISBURY MILLS, NY	$ 4,035,403.00	JAN. 2019 AUG. 2020
BERNARDS TWP. 1 COLLYER LANE BASKING RIDGE, NJ	STONEHOUSE RD. & SOUTHARD PARK . PEDESTRIAN BRIDGE REPLACEMENT	$120,000.00	MARCH 2019 APRIL 2019

TOWNSHIP OF MONTCLAIR 205 CLAREMONT AVE. MONTCLAIR, N.J.	EMERGENCY DRAINAGE REPAIRS EDGEMONT PARK TOWNSHIP OF MONTCLAIR	$ 233,000.00	DEC. 2018 JULY 2019
TOWN OF GUTTENBERG 6808 PARK AVE. GUTTENBERG, NJ	2018-SANITARY SEWER REPAIRS – TOWN OF GUTTENBERG	$ 618,903.00	MAY 2019 AUG. 2019
BOROUGH OF CARLSTADT 500 MADISON AVE. CARLSTADT, NJ	455 SIXTEENTH ST. IMPROVEMENTS PROJECT	$ 833,150.00	JAN. 2019 AUG. 2019
CITY OF CLIFTON 900 CLIFTON AVE. CLIFTON, NJ	SYLVAN AVE. BRIDGE DECK REPAIR PROJECT NO. 15-20	$ 153,960.00	OCT. 2018 DEC. 2018
COUNTY OF BERGEN 1 BERGEN CTY. PLAZA HACKENSACK, NJ	MINOR BRIDGE REPAIRS AT VAR. LOC. WITHIN BERGEN COUNTY	$ 205,000.00	AUG. 2018 AUG. 2019
BOROUGH OF ELMWOOD PARK MARKET ST. ELMWOOD PARK, NJ	SEWER/ WATER & CULVERT REPAIRS AND EMERGENCY WORK	$ 200,000.00	JAN. 2016 DEC. 2019

CONTRACTOR'S CERTIFICATE OF EXPERIENCE

NAME OF OWNER	NAME AND LOCATION OF WORK PERFORMED	CONTRACT AMOUNT	DATE WORK COMPLETED
CON EDISON OF N.Y. 4 IRVING PLACE NEW YORK, NY	NEW BUSINESS CONTRACT TO UPGRADE/REPLACE &/OR GAS UNDERGROUND UTILITIES	$ 20,755,000.00	APRIL 2018 APRIL 2021
D&L PAVING CONT. 675 FRANKLIN AVE. NUTLEY, NJ	MILLRIDGE ROAD IMPROVEMENTS SECAUCUS, NJ	$ 223,853.00	SEPT. 2019 NOV. 2019
O&R UTILITIES 390 WEST RT. 59 SPRING VALLEY, NY	AREA CONTRACT #2 REPAIR OR REPLACE GAS & ELECTRIC UNDERGROUND FACILITIES	$ 62,494,187.00	APRIL 2018 DEC. 2022
CON EDISON OF N.Y. 4 IRVING PLACE NEW YORK, NY	INSTALLATION OF 6500 LF. OF 16" PLASTIC GAS MAIN ALONG STRATTON RD. NEW ROCHELLE, NY	$ 2,128,057.00	JAN. 2018

Bidder's Name Colonnelli Brothers Inc.

CONTRACTOR PERFORMANCE RECORD

List all contracts completed by you below or provide separate form.

See attached

Name of Owner	Name & Location of Project: Type Of Work	Prime or Sub-Cont.	Engineer or Architect in Charge for Owner	Contract Price (Omit Cost)	Date Completed	Was Time* Extension Necessary	Were Any Penalties Imposed	Were Liens* Claims or Stop Notice Filed

* If answer is YES, provide explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles, liens, claims and notices filed against contracts listed in preceding item "Performance Record" on an attached sheet.

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Colonnelli Brothers Inc.

CONTRACTOR PERFORMANCE RECORD CERTIFICATION

The information above is true and complete to the best of my knowledge and belief.

Colonnelli Brothers Inc.
(Name of Organization)

Lisa Colonnelli
(Signature)

Lisa Colonnelli - President
(Title)

Subscribed and sworn to before me

this 22 day of June, 2020

Anna T Collemi
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

ANNA T COLLEMI
My Commission Expires
NOTARY PUBLIC
04-09-2023
STATE OF NEW JERSEY

PROJECT EXPERIENCE					PERFORMANCE RECORD OF THE PAST 4 YEARS						
	NAME OF OWNER, COMPLETE ADDRESS AND TELEPHONE NO.	PROJECT LOCATION AND SPECIFIC TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	CHECK PRIME OR SUB-CONTR.		LIST NAME AND TELEPHONE NO. OF ARCHITECT/ENGINEER OR PERSON IN CHARGE FOR OWNER	CONTRACT PRICE (Omit Cents) (Your portion of contract)	APPROX. DATE COM-PLETED		WAS TIME EXTENSION NECESSARY?	WHERE ANY PENALTIES IMPOSED?	WERE LIENS CLAIMS OR STOP NOTICES FILED?
			PR.	SUB			MO.	YR.	"YES" ANSWERS: ATTACH EXPLAIN		
1	Orange County D.P.W. 2455-2459 Route 17M Goshen, NY 10921	Rehabilitation of Beaver Dam Lake Dam in Salisbury Mills Orange County	Pr		Bill Owen (845) 291-2750	$4,035,403.00	12	20	No	No	No
2	County of Union Elizabethtown Plaza Elizabeth, NJ 07206	Mountain Avenue Minor Bridge BE-26 over Stream 3-61-1 Township of Berkeley Hgts.	Pr		Patrick Hughes (732) 383-1950	$ 617,121.00	6	20	No	No	No
3	Town of Dover 37 North Sussex Street Dover, New Jersey 07801	Rutgers St. Over Rockaway River Bridge Replacement Dover	Pr		Michael Hantson (973) 366-2200	$ 2,568.940.00	12	20	No	No	No
4	County of Morris 10 Court Street Morristown, NJ 07962	Replacement of Schooley's Mountain Rd. Bridge 1401-219 Township of Washington	Pr		Meghan Paccione (973) 285-6332	$ 774,720.00	06	21	No	No	No
5	Borough of Little Ferry 215-217 Liberty Street Little Ferry, NJ 07643	Sabina Street Drainage Improvements Project Little Ferry	Pr		Bill Holley (201) 641-9234	$ 426,966.00	03	20	No	No	No
6	County of Morris 10 Court Street Morristown, NJ 07962	Repair of County Bridge No. 1400-622 on Cr. 525 Hilltop Rd over Tributary to Cromwell	Pr		Anthony Aponte (973) 285-6332	$ 490,900.00	12	19	No	No	No
7	Borough of Carlstadt 50 Madison Street Carlstadt, NJ 07072	2018 Roadway Projects-455 Sixteenth St. Drainage Improvements Project	Pr		Gregory Polyniak (201) 939-8805	$ 833,150.00	12	19	No	No	No
8	Bernards Township 1 Collyer Lane Basking Ridge, NJ 07920	Stonehouse Road and Southard Park Pedestrian Bridge Replacements	Pr		Francis DeCibus (908) 204-3065	$ 120,000.00	6	19	No	No	No
9	Orange & Rockland Utilities 390 Route 59 Spring Valley, NY 10977	Gas Main -Service and Electric Excations & Install. Var. Loc. Rockland -Orange Cty	Pr		Mike Casale (845) 577-3163	$2,602,813.00	12	20	No	No	No
10	Con Edison of New York 4 Irving Place New York, NY 10276	Gas Main and Service Installations at various loc. in Westchester Cty.	Pr		Joe Mandara (929) 286-1090	$2,204,947.00	12	20	No	No	No

Bidder's Name Colonnelli Brothers Inc.

AFFIDAVIT REGARDING LIST OF DEBARRED, SUSPENDED OR DISQUALIFIED BIDDERS

STATE OF NEW JERSEY / _____)
Specify, if Other) SS:
COUNTY OF Bergen)

I, Lisa Colonnelli, of the (City, Town, Borough, etc.) of Hackensack State of New Jersey, of full age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Colonnelli Brothers Inc., the Bidder making the Proposal for the above named Project. I have executed the said Proposal with full authority to do so. Said Bidder is not at the time of the making this bid included on the New Jersey State Treasurer's or the Federal Government's List of Debarred, Suspended or Disqualified Bidders as a result of action taken by any State or Federal Agency.

Colonnelli Brothers Inc.
Name of Contractor

By: Lisa Colonnelli
(Signature of Authorized Representative)
Lisa Colonnelli - President

Subscribed and sworn to before me

this 22 day of June, 2020

Anna T Collemi
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

ANNA T COLLEMI
NOTARY PUBLIC
My Commission Expires
04-09-2023
STATE OF NEW JERSEY

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Colonnese Brothers Inc.

PRIOR NEGATIVE EXPERIENCE QUESTIONNAIRE

(N.J.S.A. 40A:11-4)

1. Within the past ten (10) years, have you been found, through either court adjudication, arbitration, mediation, or other contractually stipulated alternate dispute resolution mechanism, to have: failed to provide or perform goods or services; or failed to complete a contract in a timely manner; or otherwise performed unsatisfactorily under a prior contract with a public entity?

_____ yes _____X_____ no If yes, please provide full, detailed explanation.

2. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to utilize the services of another contractor to provide the goods or perform the services or to correct or complete the contract?

_____ yes _____X_____ no If yes, please provide full, detailed explanation.

3. Within the past ten (10) years, have you defaulted on a contract, thereby requiring a public entity to look to your surety for completion of the contract or tender of the costs of completion?

_____ yes _____X_____ no If yes, please provide full, detailed explanation.

4. Within the past ten (10) years, have you been debarred or suspended from contracting with any of the agencies or department of the executive branch of the State of New Jersey at the time of the contract award, where the action was based on failure to perform a contact for goods or services with a public entity?

_____ yes _____X_____ no If yes, please provide full, detailed explanation.

Bidder's Name Colonnelli Brothers Inc.

PRIOR NEGATIVE EXPERIENCE CERTIFICATION

I hereby certify that the above statements are true and accurate as of this 15th day of June, 2020.

Colonnelli Brothers Inc.
Name of Contractor

By Lisa Colonnelli
(Signature of Authorized Representative) Lisa Colonnelli
President

Subscribed and sworn to before me

this 22 day of June, 2020

Anna T Collemi
(Seal) Notary Public of New Jersey/
Specify Other State

My Commission Expires _____, 20__.

ANNA T COLLEMI
My Commission Expires
NOTARY PUBLIC
04-09-2023
STATE OF NEW JERSEY

NOTE: **FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Bidder's Name Colonnelli Brothers Inc.

TO BE COMPLETED ONLY WHEN FINAL PAYMENT IS REQUESTED

CONTRACTOR'S CERTIFICATION OF COMPLIANCE - NEW JERSEY PREVAILING WAGE ACT

TO: County of Union
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

CONTRACT:

PROJECT: _____

In accordance with the requirements of the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56 et al *, the undersigned contractor on the public work being performed for:

COUNTY OF UNION

hereby certifies that he/she has complied with the contract requirements regarding the payment of the minimum prevailing wages established under "The New Jersey Prevailing Wage Act" N.J.S.A. 34:11-56 et al.

CONTRACTOR: _____
ADDRESS: _____
_____

BY: _____
ORIGINAL SIGNATURE ONLY

STATE OF NEW JERSEY
COUNTY OF _____

Being by me duly sworn according to law, on his oath deposes and says that _____ is _____ of _____ the above named contractor, and that the facts set forth in the above statement are true.

Subscribed and sworn to before me

this _____ day of _____, 20__.

_____
(Seal) Notary Public of New Jersey/_____
Specify Other State

My Commission Expires _____, 20__.

* N.J.S.A. 34:11-56.33 requires the contractor and subcontractor to file written statements with the public body in form satisfactory to the Commissioner certifying to the amounts then due and owing from such contractor and subcontractor filing such statement to any and all workmen for wages due on account of the public work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. Union County will withhold the amount so deducted for the benefit of the workmen whose wages are unpaid as shown by the verified statement filed, and will pay directly to any workman the amount shown by such statement to be due to him for such wages. Such payment shall thereby discharge the obligation of the contractor to the person receiving such payment to the extent of the amount thereof.

Bidder's Name Colonnelli Brothers Inc.

UNCOMPLETED CONTRACTS AFFIDAVIT
(To be Submitted with DPMC Form 701)

PURSUANT TO N.J.A.C. 17:19-2.13, BIDDER DECLARES THE FOLLOWING WITH RESPECT TO ITS UNCOMPLETED CONTRACTS, ON ALL WORK, FROM WHATEVER SOURCE (PUBLIC AND PRIVATE), BOTH IN NEW JERSEY AND FROM OTHER GOVERNMENTAL JURISDICTIONS				
ENTITY	**PROJECT TITLE**	**ORIGINAL CONTRACT AMOUNT**	**UNCOMPLETED AMOUNT AS OF BID OPENING DATE**	**NAME AND TELEPHONE NUMBER OF PARTY TO BE CONTACTED FROM ENTITY FOR VERIFICATION**
			See Attached	

TOTAL AMOUNT OF UNCOMPLETED CONTRACTS $ 6,510,371.00

BIDDER: Colonnelli Brothers, Inc.

Rita Colonnelli
(Signature)

Lisa Colonnelli - President
(Print Name)

Subscribed and sworn to before me

this 22 day of June, 2020

Anna T Collemi
(Seal) Notary Public of New Jersey/ _____
Specify Other State

ANNA T COLLEMI
My Commission Expires
NOTARY PUBLIC
04-09-2023
STATE OF NEW JERSEY

My Commission Expires _____, 20__.

NOTE: **FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.**

Colonnelli Brothers, Inc.

SCHEDULE IV

Contracts In Progress
December 31,2019
(See Independent Accountants' Report On Supplementary Information)

Job Name	Total Costs To Date	Estimated Costs To Complete	Total Estimated Costs	Percent Complete	Adjusted Contract Price	Earnings To Date	Billings To Date	Costs and Estimated Earnings In Excess Of Billings	Billings In Excess Of Costs And Estimated Earnings
Beaver Dam Lake Dam	$2,847,493	$853,411	$3,700,904	76.94%	$4,152,692	$3,195,101	$2,829,087	$366,014	0
County Of Essex - Various Bridges	321,452	432,059	753,511	42.66%	819,034	349,404	306,171	43,233	0
Township Of West Orange	6,959	249,578	256,537	2.71%	278,845	7,564	0	7,564	0
Borough Of Montvale - Emergency Repairs	52,610	182,214	234,824	22.40%	255,243	57,185	49,563	7,622	0
County Of Union - Pemberton Ave Culvert	180,783	410,894	591,677	30.55%	643,127	196,503	194,130	2,373	0
County Of Essex - Drainage Improvements	228,636	307,781	536,417	42.62%	583,062	248,517	231,594	16,923	0
Town Of Dover - Rutgers Street Bridge	48,163	2,315,262	2,363,425	2.04%	2,568,940	52,351	0	52,351	0
Schooley's Mountain Road Bridge	11,413	701,329	712,742	1.60%	774,720	12,405	0	12,405	0
Township Of East Hanover	10,514	509,441	519,955	2.02%	565,168	11,428	0	11,428	0
CONED Ryebrook	291,374	0	291,374	100.00%	316,711	316,711	265,000	51,711	0
Total	$3,999,397	$5,961,969	$9,961,366		$10,957,542	$4,447,171	$3,875,545	$571,625	$0

SCHEDULE V
CONCLUDED

Contracts In Progress											
Beaver Dam Lake Dam	3,195,101	2,847,493	347,608	10.88%	0	0	0	0.00%	3,195,101	2,847,493	347,608
County Of Essex - Various Bridges	349,404	321,452	27,952	8.00%	0	0	0	0.00%	349,404	321,452	27,952
Township Of West Orange	7,564	6,959	605	8.00%	0	0	0	0.00%	7,564	6,959	605
Borough Of Montvale - Emergency Repairs	57,185	52,610	4,575	8.00%	0	0	0	0.00%	57,185	52,610	4,575
County Of Union - Pemberton Ave Culvert	196,503	180,783	15,720	8.00%	0	0	0	0.00%	196,503	180,783	15,720
County Of Essex - Drainage Improvements	248,517	228,636	19,881	8.00%	0	0	0	0.00%	248,517	228,636	19,881
Town Of Dover - Rutgers Street Bridge	52,351	48,163	4,188	8.00%	0	0	0	0.00%	52,351	48,163	4,188
Schooley's Mountain Road Bridge	12,405	11,413	992	8.00%	0	0	0	0.00%	12,405	11,413	992
Township Of East Hanover	11,428	10,514	914	8.00%	0	0	0	0.00%	11,428	10,514	914
CONED Ryebrook	316,711	291,374	25,337	8.00%	0	0	0	0.00%	316,711	291,374	25,337
Total Contracts In Progress	4,447,171	3,999,397	447,774	10.07%	0	0	0	0.00%	4,447,171	3,999,397	447,774
Total	$22,401,421	$20,943,251	$1,458,170	6.51%	$1,851,762	$1,703,621	$148,141	8.00%	$20,549,659	$19,239,630	$1,310,029

Bidder's Name Colonnelli Brothers, Inc.

CERTIFICATE OF INSURANCE STATEMENT

The Bidder fully understands the County of Union insurance requirements as stated in the Instructions to Bidders as well as the Owner/Contractor Agreement and agrees to provide all insurance required by these documents prior to the issuance of the Notice to Proceed.

Lisa Colonnelli
BIDDER (Signature)

Lisa Colonnelli - President
BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Colonnelli Brothers, Inc.

COLLECTION OF USE TAX ON SALES TO LOCAL GOVERNMENTS STATEMENT

The Bidder fully understands the requirements of the use tax on sales to local governments as stated in the General Conditions to the Contract for Construction and the Instructions to Bidders, and agrees at all times to comply with the "Contractor Use Tax Collection Legislation", as defined therein, and the terms relating thereto contained in the Contract Documents.

Lisa Colonnelli

BIDDER (Signature)

Lisa Colonnelli - President

BIDDER (Print Name)

NOTE: FAILURE TO COMPLETE AND SUBMIT THIS DOCUMENT WITH YOUR PROPOSAL MAY RESULT IN A REJECTION OF YOUR BID.

Bidder's Name Colonnelli Brothers, Inc.

TIME OF COMPLETION

The undersigned proposed that if awarded the Contract, the scope of work will be started within ten (10) calendar days and will be substantially completed within **180 (One Hundred Eighty) calendar days** from the date of the notice to proceed.

I, Lisa Colonnelli of Colonnelli Brothers Inc.
NAME (Print or type) COMPANY

Agree to complete work in the time frame specified Lisa Colonnelli
SIGNATURE Lisa Colonnelli

SITE VISIT – GENERAL CONTRACTOR

I, Lisa Colonnelli of Colonnelli Brothers Inc.
NAME (Print or type) COMPANY

Visited the site of the work on June 18, 2020 Lisa Colonnelli
SIGNATURE Lisa Colonnelli

Bidder's Name Colonnelli Brothers, Inc.

EDWARD T. OATMAN
COUNTY MANAGER

MICHELLE HAGOPIAN, ASSISTANT DIRECTOR
DIRECTOR / DIVISION OF PURCHASING

BID DOCUMENT SUBMISSION CHECKLIST
ALL SIGNATURES AND SEALS SHALL BE ORIGINALS UNLESS OTHERWISE SPECIFIED
BID SHEETS SHOULD NOT BE SUBMITTED DOUBLE SIDED PAGES, (SINGLE SIDE ONLY)

EACH BIDDER SHOULD COMPLETE THIS FORM AND INITIAL EACH ENTRY.
DATE COMPLETED: June 18 2020

PLEASE SUBMIT BID DOCUMENTS ON SINGLE SIDED PAPER ONLY, WITH THE EXCEPTION OF THE SURETY AND BID BOND DOCUMENTS.

IN ACCORDANCE WITH THE BID SPECIFICATIONS I HAVE REVIEWED, COMPLETED / EXECUTED AND INCLUDED THE FOLLOWING FORMS:

__✓__ Bid Form Page **(Signed, Dated and Bid on all alternatives applicable to the Work).**

__✓__ Security in the form of:
- __✓__ Bid bond in an amount equal to 10% of the total amount of this bid not to exceed $20,000.00; or
- ____ Certified check or cashier's check in the amount of 10% of this bid not to exceed $20,000.00

__✓__ Consent of Surety form signed by a Surety Company if the total amount of your Bid is over $36,000.00. If your bid is accepted, the Surety Company that provided the Consent shall be required to furnish a Performance, Labor and Materials Bond in the amount of 100% of the award of the contract. The County of Union has provided its Consent of Surety form for your use. The use of this form by your Surety Company will expedite the bid review process and eliminate the possibility of having your bid rejected. If, however, you should need to use another form, please use language similar to that used on the Union County form and avoid making any additions or deletions to the Union County form language. In lieu of the Consent of Surety you may submit a Certified Check in the full amount of the bid.

__✓__ STATEMENT OF BIDDER OWNERSHIP. Pursuant to N.J.S.A. 52:25-24.2, which includes **BOTH** of the following documents:

- Bidder Signature Page
- Bidder Disclosure Statement **(Fill out 2 pages completely)**

__✓__ SUBCONTRACTOR IDENTIFICATION. Pursuant to N.J.S.A. 40A:11-16, which includes **BOTH** of the following documents:

- Subcontractor Identification Statement: List of Subcontractors **(only for certain types of work)**
- Subcontractor Identification Certification

__✓__ Acknowledgement of Addendum form: **(This form is to be used only when an addendum has been added to the specifications).**

__✓__ A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** may be included with the bids to expedite the contract process because the bidder is required to provide the County of Union with its proof of business registration and that of any named subcontractor(s) prior to contract award or authorization.

Bidder's Name Colonnelli Brothers, Inc.

W A copy of the State of New Jersey Department of the Treasury, Division of Revenue, **Business Registration Certificate ("BRC")** of all named or listed subcontractors (List of Subcontractors) in a Construction bid may be included with the bid as the BRC(s) for each named or listed subcontractors in order to expedite the contract process. Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the County of Union prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

W Affirmative Action Requirement

W Experience Statement

W Certificate of Bidder showing ability to perform Contract

W Non-Collusion Affidavit – Fill out completely and notarize

W Certificates from New Jersey Department of Labor and Workforce Development – Public Works Contractor Registration Act. **(Only for certain types of work)**

W Federal Attachments **(If applicable)**

W NJDPMC Certificate / Notice of Classification **(If applicable)**

W Americans with Disabilities Act

W Statement of Bidder's Qualifications

W Contractor Performance Record

W Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders

W Prior Negative Experience Questionnaire

W Contractor's Certification of Compliance – New Jersey Prevailing Wage Act

W Uncompleted Contracts Affidavit **(For Bidder, if applicable) MUST ALSO PROVIDE DPMC FORM 701**

W Certificate of Insurance Statement

W Collection of Use Tax on Sales to Local Government Statement

W Time of Completion

W Disclosure of Investment Activities in Iran Certification Form

I HAVE TAKEN THE FOLLOWING ACTIONS:

W Visited the site and attended the Pre-Bid Meeting **(Where applicable)**

W Reviewed the Contract Documents (including any permits the County or its professionals may have obtained), Work, Site, Locality, and Local Conditions and Laws and Regulations that in any manner may affect Cost, Progress, Performance or Furnishing of Work.

W Reviewed Bond Requirements

W Provided Proof of Compliance with New Jersey Prevailing Wage Act

W Reviewed Form of Owner/Contractor Agreement and General Conditions to the Contract

NOTE: QUESTIONS PERTAINING TO THIS BID ARE TO BE DIRECTED TO THE DIVISION OF PURCHASING AT ucbids@ucnj.org.

Bidder's Name Colonnelli Brothers, Inc.

BIDDING DOCUMENTS

The Bidding Documents consist of the following items:

- **ADDENDA, if issued**
- **CLARIFICATIONS, if issued**
- **INSTRUCTION TO BIDDERS**
- **BID FORM**
- **SPECIFICATIONS:** **As outlined in the Table of Contents and included in the Project Manual.**
- **DRAWINGS:** **As per List of Drawings, indicated on the Project Title Sheet.**

State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

June 16, 2020

C6295
Identification No.

Colonnelli Brothers, Inc.
409 South River Street
Hackensack, NJ 07601

RE: NOTICE OF CLASSIFICATION

Dear Sir/Madam:

In accordance with Title 27:7-35.1 et seq., and Regulation of the New Jersey Department of Transportation, you are hereby notified that the following CLASSIFICATION has been assigned to your firm by the Department:

Financial Capability
$20,000,001 to $50,000,000

Work Classification(s):	Project Rating(s):
5 - Heavy Highway	$5,000,001 to $10,000,000

Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x 7) as determined by the Department from the information you submitted for the Close of Business on 12/31/19. See attachment for explanation.

Please be advised that the supplementary provisions (Project specific Specifications) for all present & future Bridge Painting contracts required all contractors and sub-contractors to have valid Certificates SSPC-QP1 & SSPC-QP2 issued by The Society for Protective Coatings (http://www.sspc.org/) at the time of bid and duration of the contract.

This CLASSIFICATION will be effective 06/30/20 and will expire on 06/30/21.

Your financial capability is defined as the dollar threshold on the maximum of a project rating, which is assigned by the Department pursuant to N.J.A.C 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a contractor shall be allowed to bid in a particular work type on an individual project.

Bid will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work classifications required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work classification or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be compiled with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,

Keith A. Daniels

Keith A. Daniels
Manager
Bureau of Construction Services

*Attachment

New Jersey Turnpike Authority

1 TURNPIKE PLAZA - P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095
TELEPHONE (732) 750-5300

PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LIEUTENANT GOVERNOR

DIANE GUTIERREZ-SCACCETTI, *Chair*
RONALD GRAVINO, *Vice Chairman*
MICHAEL R. DuPONT, *Treasurer*
RAYMOND M. POCINO, *Commissioner*
ULISES E. DIAZ, *Commissioner*
JOHN D. MINELLA, *Commissioner*
RAPHAEL SALERMO, *Commissioner*
JOHN M. KELLER, *Executive Director*

July 22, 2019
CERTIFIED MAIL

Colonnelli Brothers, Inc.
409 South River Street
Hackensack, NJ 07601

In accordance with the "Procedure for Prequalification and Award on New Jersey Turnpike Authority Construction Contracts", you have been prequalified to bid on construction contracts for the Authority on both the Turnpike and Parkway. You are eligible to bid on any contract for work within the following classification(s) and rating(s):

CLASSIFICATION	RATING
1. Grading and Drainage	$2,000,000 maximum
2. Paving	$1,000,000 maximum
4. General Construction, Highway	$1,000,000 maximum
5. Bridge Structures	$5,000,000 maximum
7. Concrete Maintenance	$5,000,000 maximum
8. Heavy Highway	$5,000,000 maximum
14. Signing	$5,000,000 maximum
15. Fencing	$5,000,000 maximum
17. Timber Construction	$5,000,000 maximum

EFFECTIVE DATE: July 22, 2019 EXPIRATION DATE: July 21, 2020

The Contractor's Qualifying Statement form for filing your renewal along with prequalification requirements is available on the Authority's web site as follows:

http://www.njta.com/doing-business/construction-and-maintenance-contracts

then click on "Contractor Prequalification Requirements."

In order to be continuously eligible to submit bids for construction contracts undertaken by the Authority, your next Contractor's Qualifying Statement to prequalify in classification should be submitted one month before the above expiration date.

Very truly yours,

Robert J. Fischer, P.E.
Chief Engineer

State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges COLONNELLI BROTHERS INC. as a Category approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses.If the business seeks to be registered again, it will have to reapply and complete a new application

Peter Lowicki
Deputy Director

Issued: 5/7/2020
Certification Number: A0110-01

Expiration: 5/7/2023

SCHOOLS DEVELOPMENT AUTHORITY

June 28, 2018

Nino Colonnelli, President
Colonnelli Brothers, Inc.
409 South River Street
Hackensack, NJ 07601

Re: Contractor Prequalification Notice
Federal Tax ID: 22-2696407

Dear Mr. Colonnelli:

The New Jersey Schools Development Authority (NJSDA) has completed its review of your firm's Application for Prequalification including the required DPMC classification.

We are pleased to inform you that **Colonnelli Brothers, Inc.** has been approved with NJSDA Prequalification status in the trade(s) and corresponding aggregate limit(s) as listed below:

Trade(s)	*Aggregate Rating*
SITE WORK	
SEWER PIPING & STORM DRAINS	$8 MILLION
UNDERGROUND WATER & UTILITIES	

Your firm is prequalified by the NJSDA until **June 25, 2020**. Please keep in mind that during this period, the NJSDA must be notified in writing within ten days of any substantial changes that occur within your organization. This would include any changes your firm makes with DPMC as well as changes in ownership, financial condition, key people, safety records, disciplines, etc. Also note that your firm's status as a "prequalified firm" is always subject to review, and we reserve the right to change or revoke this prequalification status for cause at any time.

We look forward to your firm's participation in the Schools Construction Program. Should you have any questions regarding your status, or require assistance of any kind, please contact the Prequalification Unit at 609-943-5955.

Sincerely,

Karon L. Simmonds
Director
Risk Management and Vendor Services

cc: Prequalification File
A.Bonar

Anna Aramini

From: CClass@treas.state.nj.us
Sent: Wednesday, June 27, 2018 8:34 AM
To: aaramini@colonnelli.com
Subject: Notice of Classification

COLONNELLI BROS., INC.
409 SO. RIVER ST
HACKENSACK, NJ 07601

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX 034
TRENTON, NEW JERSEY 08625-0034

DPMC

NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
$8,000,000	C056 -SEWER PIPING & STORM DRAINS C054 -SITE WORK C058 -UNDERGROUND WATER & UTILITIES	06/26/2018 06/26/2018 06/26/2018	06/25/2020

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.

SPECIFICATIONS

FOR

EAST HAZELWOOD AVENUE BRIDGE (RA09) OVER SOUTH BRANCH RAHWAY RIVER

SCOUR COUNTERMEASURES

CITY OF RAHWAY

COUNTY OF UNION, NEW JERSEY

BA#17-2020; UNION COUNTY ENGINEERING PROJECT #2012-021

May 2020

UNION COUNTY OFFICIALS
BOARD OF CHOSEN FREEHOLDERS

Alexander Mirabella, Chairman
Angel G. Estrada, Vice Chairman
Angela R. Garretson, Freeholder
Sergio Granados, Freeholder
Christopher Hudak, Freeholder
Bette Jane Kowalski
Kimberly Palmieri-Mouded, Freeholder
Andrea Staten, Freeholder
Rebecca Williams, Freeholder

CLERK OF THE BOARD
James E. Pellettiere, RMC

COUNTY MANAGER
Edward T. Oatman

DEPARTMENT OF ENGINEERING, PUBLIC WORKS AND FACILITIES MANAGEMENT
Joseph A. Graziano, Sr., CPWM
Director, Department of Engineering, Public Works and Facilities Management

COUNTY ENGINEER
DIVISION OF ENGINEERING
Thomas O. Mineo, P.E.

Prepared by:

Dewberry

Revised: 2020.02.19

COUNTY OF UNION
NOTICE TO BIDDERS

Sealed bids will be received by the assistant director of the Division of Purchasing, or her designee, at the County of Union, New Jersey on **June 25, 2020 at 11:30 a.m.**, prevailing time, in the **6th Floor Conference Room**, U.C. Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey for:

East Hazelwood Avenue Bridge (Ra09) over South Branch Rahway River
Scour Countermeasures
City of Rahway, County of Union, New Jersey
BA#17-2020; Union County Engineering Project # 2012-021

Bid Packages may be obtained at no charge by registering and downloading at http://ucnj.org/bid-specs. Bid Packages may also be obtained in person from the Division of Engineering at 2325 South Avenue, Scotch Plains, New Jersey 07076 between 8:30 a.m. and 4:00 p.m. weekdays upon payment of a non-refundable money order or bank check in the amount of $275.00 made payable to the County of Union. No Personal / Company checks will be accepted. Requests for mailing of specifications will not be honored. For further information please call 908-789-3675.

The County reserves the right to reject any and all bids and to waive any and all informalities in the bid in accordance with the New Jersey Local Public Contracts Law.

***Public access to the County of Union Administration Building is currently restricted during the statewide public health emergency. Accordingly there will not be an in-person public opening but instead will be conducted live and streamed via the County of Union live streaming platform which will feature both audio and video capabilities. A link will be provided on the day of the opening at https://ucnj.org/.

Bids shall be submitted in a sealed envelope and clearly marked with the subject of the bid, name and address of the bidder, phone & fax number, and date of the bid opening. Each bid must be delivered to reach the Division of Purchasing prior to the stated time of the opening of the bids. The County will not be responsible for late delivery by the U.S. Mail or any other carrier. Hand delivery of proposals are strongly discouraged due to public restrictions. If delivered by hand, you will not receive confirmation of delivery. **No** late bids will be accepted.

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

***Entire bid packages received will be scanned and available for public inspection on the portal, http://ucnj.org/itb, as they would be available for public inspection after an in-person bid opening. Bidders are reminded to review their submissions for any information they consider to be confidential. The County will not be responsible for the release of any information contained in the bid package which may be subject to confidentiality.

MICHELE HAGOPIAN, ASSISTANT DIRECTOR OF PURCHASING

UNION COUNTY BOARD
OF CHOSEN FREEHOLDERS
We're Connected to You!

East Hazelwood Avenue Bridge (Ra09) over South Branch Rahway River
Scour Countermeasures
City of Rahway, County of Union, New Jersey
BA#17-2020; Union County Engineering Project #2012-021

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Bid Document Submission Checklist
Bidding Documents
Bid Form
Consent of Surety
Bidder Signature Page
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Subcontractor Identification Statement: List of Subcontractors
Subcontractor Identification Certification
Acknowledgement of Addendum
Contractor Business Registration Certificate
Affirmative Action Requirement
Experience Statement
Certificate of Bidder Showing Ability to Perform Contract
Non-Collusion Affidavit
Contractor Registration Advisement
Americans with Disabilities Act
Statement of Bidder's Qualifications
Contractor Performance Record
Affidavit Regarding List of Disbarred, Suspended or Disqualified Bidders
Prior Negative Experience Questionnaire-Certification
Contractor's Certification of Compliance - New Jersey Prevailing Wage Act
Uncompleted Contracts Affidavit
Certificate of Insurance Statement
Collection of Use Tax on Sales to Local Governments Statement
Time of Completion
Disclosure of Investment Activities in Iran

STANDARD SPECIFICATION FORM - SS-1

NEW JERSEY PREVAILING WAGE DETERMINATION DOCUMENTS

PROJECT TECHNICAL SPECIFICATIONS

UNION COUNTY BOARD OF CHOSEN FREEHOLDERS
INSTRUCTIONS TO BIDDERS AND FORMS

DEFINITIONS

Wherever reference is made to the County, Title of Project, Bidder, or Vendor/Contractor they shall be as follows:

OWNER/COUNTY:
Union County Board of Chosen Freeholders
UC Administration Building, 6th Floor
10 Elizabethtown Plaza
Elizabeth, New Jersey 07207

ADDRESS INQUIRIES TO:
Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michelle Hagopian, Assistant Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548
ucbids@ucnj.org

ADDRESS BIDS AND SUBMIT TO:
Union County Division of Purchasing
UC Administration Building, 3rd Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: Michelle Hagopian, Assistant Director, Division of Purchasing
Telephone: 908-527-4130
Facsimile: 908-558-2548
ucbids@ucnj.org

TITLE OF PROJECT: East Hazelwood Avenue Bridge (Ra09) over South Branch Rahway River, Scour Countermeasures, City of Rahway, County of Union, New Jersey BA#17-2020, Union County Engineering Project# 2012-021

BIDDER: Bidder shall be a single overall contract bidder

ENGINEER: Dewberry

COUNTY ENGINEER AND/OR CONSTRUCTION MANAGER (as applicable):

COUNTY ENGINEER:
Thomas O. Mineo, P.E.
Union County
Division of Engineering

GENERAL SPECIFICATIONS

1. BID FORM

Bids for this Work will be enclosed in a sealed envelope addressed to the Purchasing Division, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207, with the full name of the Project clearly marked on the outside. Refer to the sheet marked "Notice of Bid (Advertisement)" for the correct name of the Project. Bidders must submit their bids on the attached pricing sheet (Bid Form), in a sealed envelope addressed to the County and bearing on the outside: the name of the Bidder, Bidder's business address, and the title of the Project.

The Division of Purchasing will receive the bids for this Work at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey on the date and time noted on the sheet marked "**Notice of Bid (Advertisement)**".

The County will not assume responsibility for bids forwarded by mail. It is the individual's responsibility to see that the bids are presented to the Purchasing Division at the time and at the place designated.

Bids will be accepted only on the Bid Form supplied. Bids on forms other than the original supplied herein will be rejected. The "complete" Bid Documents includes the Bid Bond, Bid Form, Bidder's Checklist, Consent of Surety, Ownership Disclosure Certification, Non-Collusion Affidavit, and any other documents noted in these Instructions to Bidders or Contract Document to be submitted with this Bid.

The bidder will state in the bidding sheet the price per unit of measure for each scheduled Item of Work for which he will agree to carry out the Work, and the Total Bid Price for the construction of the Project.

The prices in the Bid Form shall be typed or written in pen and ink. Erasures or alterations must be initialed by the bidder in ink.

The bidding sheet for this Project may include a fixed amount as a Bid Allowance. If applicable, all bidders are required to add this fixed amount to their base bid and to include this additional amount in their Bid Bond. This sum will be included in the Contract as well as the performance, labor and materials bond. Payment by the County will be made to the Contractor from these funds only upon the completion of extra Work pursuant to a written Change Order(s) signed by the County's Engineer or his designee and the Contractor, prior to the commencement of such Work. Work commenced prior to written approval by the County shall be done at Contactor's risk. Such payment will only be in the amount agreed to by the parties, in writing in the Change Order(s). See Section 37, Change Orders, of these general specifications for further details.

Refer to Bid Document Submission Checklist for all required documents.

In the event there is a discrepancy between the unit price given and the extended total, the unit price will govern. Any discrepancies will be mathematically adjusted.

Insert applicable alternates, if any have been specified, applicable to the Bidder's Work. All alternates MUST be bid upon. Any Bidder's failure to do so will be deemed a material, non-waivable defect and shall render the bid nonresponsive. The Bidder shall clearly designate whether the change in price is an addition or subtraction, by using either a "+" sign or the word "addition", or in the alternative, a "-"sign or the word "minus". If there is no other change in price, the Bidder shall insert "NC" or "No Charge".

When two or more low bids are equal in all respects, awards will be made according to the provisions of N.J.S.A. 40A:11-6.1(d).

Where unit prices have already been established by the Contract Documents, the Bidder agrees that such unit prices shall prevail. All unit prices, whether filled in by the Bidder or established by the Contract Documents, shall become part of the Contract. No bid will be considered or award made, unless applicable unit prices, as required, are filled in.

The County reserves the right to reject any or all bids and also reserves the right to waive any minor informalities or non-material exceptions in the bids.

The County of Union has the right to reject any and all bids from any bidder that is in, or contemplates bankruptcy of any chapter of nature. Said bidder shall notify the County, in writing, of any condition or knowledge of the same.

Conditional bids will not be accepted. Bids may be withdrawn prior to the advertised time for the opening of bids or authorized postponement thereof or in accordance with the provisions of N.J.S.A. 40A:11-23.3 discussed below. Bids received after the advertised time shall not be considered. Bidders shall be solely responsible for premature opening or late delivery of bids not properly marked, addressed, or directed.

2. WITHDRAWAL OF BID DUE TO MISTAKE

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error** or **an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing,** by certified or registered mail to Michele Hagopian, Assistant Director, Division of Purchasing, County of Union, New Jersey, Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within

five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Michele Hagopian, Assistant Director of the Division of Purchasing or his designee may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The County will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

3. QUALIFICATIONS OF BIDDERS AND REQUIRED SUBMISSIONS

The County may make such investigation as it deems necessary to determine the ability of the Bidders to perform the Work, which includes investigation of any and all subcontractors listed with the bid. The Bidder shall furnish any information and data for this purpose as the County may request.

4. INTERPRETATIONS AND ADDENDA

Any explanation desired by a bidder regarding the meaning or interpretation of the Contract Documents must be requested in writing to the Assistant Director, Division of Purchasing at ucbids@ucnj.org with reasonable time allowed for a reply to reach bidders before submission of their bids. Any interpretation or instruction made by the County Engineer will be in the form of an addendum to the Contract Documents or clarification and will be furnished to all prospective bidders. Oral explanations or instructions given before the award of the Contract will not be binding. Bidders are required to bring to the attention of the Assistant Director, Division of Purchasing at ucbids@ucnj.org, the discovery of any apparent ambiguity, inconsistency, error, discrepancy, omission in the Contract Documents for interpretation and correction at least ten (10) working days before opening of bids with the exception of Saturdays, Sundays and holidays.

All Addenda issued through the Office of the Division of Purchasing are amendments to the Contract Documents and shall be considered in preparing bids. Same shall become part of the Contract Documents.

Addenda take precedence over all earlier documents and over each other according to the latest date. Addenda unless themselves interpretive remain subject to interpretation the same as any other document incorporated in the Contract.

Addenda may be issued by the Assistant Director, Division of Purchasing up to seven (7) working days prior to the opening of bids. Failure of any bidder to receive an addendum shall not relieve such bidder from the obligation imposed by such addendum. Bidders are to keep themselves currently acquainted with the Contract Documents during the entire bidding period and make inquiry on their own initiative as to issuance of any Addenda. Receipts of all Addenda shall be acknowledged on the "*Acknowledgement of Receipt of Changes*" included in the bid package and must be submitted with the bid.

5. OBLIGATION OF BIDDER TO INSPECT SITE AND CONTRACT DOCUMENTS

At the time of the opening of bids, each Bidder will be presumed to have inspected the site(s) and to have read, and be thoroughly familiar with the Contract Documents. The failure or neglect of any Bidder to receive or examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its bid.

The Bidder shall examine the contents of the Project Manual and the set of Drawings and assure itself that all pages of the Specifications, Drawings, and other Contract Documents are included in the documents obtained for bidding purposes. Should the Specifications, Drawings, and other Contract Documents be incomplete, the Bidder shall notify the County Engineer in writing, who will supply the Bidder with any missing pages of Specifications, Drawings, or other Contract Documents. The lack of such written notification by the Bidder will be construed as evidence that the Specifications, Drawings, or other Contract Documents supplied it for bidding purposes are full and complete and as a waiver of any subsequent claim to the contrary.

6. BID AND PERFORMANCE GUARANTEE

Each bidder must furnish a Bid Bond, Certified Check or Bank Cashier's Check in the amount of ten percent (10%) of the Bid. Checks shall be drawn to the order of the County of Union, New Jersey, not to exceed $20,000.

Each bidder must furnish with the bid a certificate from a Surety Company, i.e. Consent of Surety, stating that in the event of the contract being awarded to said bidder, such Surety Company will provide the Contractor with bonds guaranteeing the faithful performance of the Work in accordance with the plans and specifications, and the payment for labor, materials, and all other indebtedness which may accrue on the account of this Work. A Performance, Labor and Materials Bond will be furnished by the Contractor upon an award of Contract, and will be in the amount of 100% of the contract price.

A one-year Maintenance Bond will be required upon acceptance of the Project by the County in the amount as stated in Section 15 of the General Specifications. Bonds

will be written by a firm authorized to issue the bonds under the laws of the State of New Jersey and be in a form acceptable to the County Counsel.

N.J.S.A. 40A:11-1 *et seq.* allows the prime Contractor to furnish the Performance Security for his Subcontractors. The County of Union requires Performance Security to be furnished by the prime contractor for the entire job in the total amount of the contract.

The County will return all certified checks or cashier's checks after the proposals have been opened, tabulated and reviewed except those of the three (3) bidders lowest responsible bidders. The County will return the checks of these bidders when a contract is awarded to the successful bidder within ten (10) days after the award of the contract.

If the successful bidder refuses or neglects to sign an agreement and furnish the required bonds, the Bid Bond will be held and used by the County to offset any damages for such refusal or neglect.

7. COMMENCEMENT AND COMPLETION

Work will not commence until a Notice to Proceed is received from the County Engineer.

Upon substantial completion of the Project, the Contractor must request a joint inspection with the County Engineer. Upon completion of this inspection, the County Engineer will prepare a list of incomplete or incorrect items (punch list) and have Contractor initial and date same. The Contractor shall rectify all deficiencies noted on the punch list within 30 calendar days of receipt of the list. The County Engineer may approve extensions for extenuating circumstances.

8. BIDDER AFFIDAVIT

All Bidders are required to complete, sign, and submit with their Bid, the attached "Affidavit Regarding List of Debarred, Suspended or Disqualified Bidders". (See form enclosed)

9. LABOR AND MATERIALS

The prices will cover all costs of any nature incident to and growing out of the Work, including all labor, material, equipment, transportation, loss by damage or destruction of the Project, settlement of damages, and for replacement of defective work or materials. N.J.S.A. 54:32B-1 et seq. exempts all materials sold to the County of Union from sales or use taxes and should not be included in the prices provided on the Bidding Sheet.

11. INSURANCE REQUIREMENTS

The County of Union requires all contractors to be able to comply with the following insurance requirements. In the event a bid is accepted by the County, the contractor

must accept the applicable insurance requirements, as set forth below, as part of any contract awarded to it by the County.

Contractor shall carry and maintain at all times while the contract is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of any Work indicating the following:

a) Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than $5,000,000 per occurrence/$10,000,000 aggregate. The County of Union, its Board of Chosen Freeholders, officers, employees, agents and servants shall be included as an additional insured. Coverage is provided on a primary and non-contributory basis to the County of Union, et al.

b) Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than $5,000,000 per occurrence, combined single limits (CSL) or its equivalent.

c) Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than $1,000,000 per accident for bodily injury or disease.

d) Professional Liability (if design/build): Coverage with limits not less than $1,000,000 per occurrence or claim, $2,000,000 aggregate

e) Contractor's Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors & Omissions (if project involves environmental hazards): Coverage with limits no less than $1,000,000 per occurrence or claim/$2,000,000 aggregate.

f) Builders Risk (for major renovations): During the course of construction utilizing an "All Risk" coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

Where applicable, a waiver of subrogation in favor of the County of Union, its Board of Chosen Freeholders, officers, employees, agents, servants and the State of New Jersey is to be included in those policies of insurance where permitted by law.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Special Risks or Circumstances: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. INDEMNIFICATION REQUIREMENTS

The County of Union requires all bidders to accept the following indemnification requirements in the event the County accepts their bid. The Contract awarded by the County to the successful bidder will contain the following provision:

> "To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the owner and the owner's consultants, agents, representatives, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses arising out of or resulting from the performance of the Contractor's work under this contract, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the Contractor, anyone directly or indirectly employed or retained by the Contractor, or anyone for whose acts the Contractor may be liable regardless of whether caused in part by the negligent act or omission of a party indemnified hereunder provided it is not caused by the sole negligence of a party indemnified hereunder. Contractor shall further indemnify and hold harmless the County and the County's consultants, agents, representative, and employees from and against any and all claims, damages, losses, costs, and expenses, including, but not limited to attorneys' fees, legal costs and legal expenses, arising out of or resulting from performance of the work, provided that such claim, damage, loss, cost, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) caused or alleged to be caused by the negligent acts, negligent omissions, and/or fault of the County or the County's consultants, agents, representatives, or employees and arises out of this project and provided such claim, damage, loss, cost, or expense is not caused by the sole negligence of a party indemnified hereunder."

13. ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the County harmless from loss on account thereof.

14. PLANS AND SPECIFICATIONS

In carrying out the Work, the plan(s) and the specifications will be followed by the Contractor. Minor alterations in the plan may be made or permitted by the County Engineer from time to time and, if no additional Work is necessary, there will be no additional charge for carrying out such minor alterations.

The Contractor shall provide the County Engineer a set of reproducible as-built drawings upon completion of the Project. The Contractor shall maintain an updated construction progress plan in the Project field office at all times.

When applicable, The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended, and Supplemental Specifications for State Aid Projects, herein after referred to as the "Standard Specifications", are made a part of these specifications and contract for the improvements, and will govern the construction of this Project, the material used and the execution of this Project, except as revised and modified herein. The references to these specifications are given herein for the purpose of aiding in the rapid location of the description of the various items herein specified. The entire Work must be carried on and completed to the satisfaction of the County. The Standard Specifications are amended as follows:

"Any reference to the Commissioner, Department, Department Laboratory, Engineer or Inspector should be redefined to be the County of Union".

15. GUARANTEE AGAINST DEFECTIVE WORK

Prior to final payment being made or before the release of the performance security required by Section 3 above, the Contractor and Surety shall execute and deliver to the County an original Maintenance Bond with an original signature and seal having a penal sum equal to:

A) One hundred percent (100%) of the final adjusted Contract amount, if such amount is $50,000.00 or less;
B) Fifty percent (50%) of the final adjusted Contract amount, if such amount be greater than $50,000.00 but less than $250,000.00; and,
C) Twenty-five percent (25%) of the final adjusted contract amount, if such amount is $250,000.00 or more.

The Bond and Surety shall be satisfactory to the Union County Counsel. The Surety shall hold a Certificate of Authorization to do business in the State of New Jersey and shall conform to P.L. 1995 c.384, codified as N.J.S.A. 2A:44-143, 144. The Surety Disclosure Statement and Certification required by N.J.S.A. 2A: 44-143, 144, shall be attached to the Bond. Such Maintenance Bond shall remain in full force and effect for a period of one (1) year from the date of Final Completion. Such Maintenance Bond shall also provide that the Contractor and the Surety guarantee to replace for the said period of one (1) year from the date of Final Completion, all Work performed and/or all materials furnished that were not performed or were not furnished in accordance to the terms and performance requirements of the Contract Documents, and will make good any defects thereof which become apparent before the expiration of one (1) year. If, during that period, any part of the Project, in the judgment of the Engineer, is found defective, the

Contractor will repair or replace same within five (5) days of receipt of notice from the County Engineer. If the Contractor refuses or neglects to do such Work in the time specified, the County Engineer may have the Work done by others and the Contractor or his Surety thereof will pay the cost.

The Contractor will furnish the County a Maintenance Bond for a percentage of the final adjusted contract price, as stated above. The one (1) year period will start the day of Final Completion of Project by the County. Final payment is conditional on the receipt of a maintenance bond in a form acceptable to County Counsel.

16. TRAFFIC AND STREET MAINTENANCE

The Work must be started and performed by the Contractor in such a manner as to minimize delays to the traveling public. It must be completed in a timely fashion, with little or no inconvenience to traffic and pedestrians, where such inconvenience may be avoided.

All municipal, county, and state roadways shall remain open to traffic unless otherwise provided for in the technical specifications.

If modified traffic patterns are authorized in order to provide a safe working or traveling environment, the Contractor is responsible for providing all equipment, barrels, cones, signs, and barricades to implement the work zone and detours, unless otherwise specified in the technical specifications. All work zones and detours shall be established in accordance with the technical plans and specifications if provided or in strict compliance with the current version of the Manual for Uniform Traffic Control Devices (MUTCD). The Contractor shall obtain approval for these work zones and detour plans from the Municipal Police or applicable police agency and the Union County Bureau of Traffic Maintenance prior to implementation.

All traffic control plans shall provide for safe movement of vehicular, bicycle, and pedestrian traffic. Particular attention shall be given to requirements of the Americans with Disabilities Act.

No portion of any street or alleyway may be used for the storage of any materials or equipment without the approval of the Municipal Police or other applicable police agency. Sidewalks, gutters, drains, fire hydrants and private drives shall be maintained for their intended use unless specifically approved by the County Engineer.

Upon suspension of Work, at the end of the day or for protracted periods, the Contractor shall remove all rubbish and materials from the Work site to the approved storage/staging location. All road cuts, saw cuts, and trenches that may pose hazard to vehicular, pedestrian, or bicycle traffic, to include handicapped users, shall be filled to the surface of the roadway or sidewalk. At no time will steel plates or settled trenches be

allowed at the daily suspension of Work, unless specifically approved by the County Engineer.

Use of Traffic Control Officers shall be determined by the County in accordance with the provisions of N.J.S.A. 40A:11-23.1(c). If applicable to the Project, the County shall have provided an allowance for same as set forth in the Bid Form.

With respect to pedestrian traffic, the Contractor shall install signs restricting access of the general public and, as necessary, Union County employees to the area of construction. The Contractor shall provide safe access to required areas and place physical barriers to restricted areas. These barriers may range from caution tape to actual barriers, at the direction of the County Engineer.

17. CONTRACTOR'S EMPLOYEES

The Contractor must employ only suitable and competent labor in the Work, and must remove from the Work any incompetent, unsuitable, or disorderly person upon complaint from the County Engineer.

The parties to any contract resulting from this proposal do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 (discrimination in employment on public works contracts): 34:11-56.25 et seq. (payment of prevailing rate of wages determined pursuant to N.J.S.A. 34:11-56.30 by the Commissioner), and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of any contract and are binding upon them.

There will be no discrimination against any employee who is employed in the Work to be covered by any contract resulting from this bid because of age, race, creed, color, national origin, ancestry, marital status or sex.

Any person, firm, or corporation violating the provisions of this Section will be deemed and judged a disorderly person.

18. OWNERSHIP DISCLOSURES REQUIRED

Pursuant to P.L. 2016, c. 43, codified as N.J.S.A. 52:25-24.2.no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies the County unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or

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

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

(See forms attached)

19. NON-COLLUSION AFFIDAVIT

The Bidder shall submit with its bid either the attached completed "Non-Collusion Affidavit" or a statement of non-collusion with verbiage similar to same.

20. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCES

The successful bidder shall be required to complete and submit an Initial Project Workforce Report, New Jersey Department of Treasury Form AA-201, upon notification of award. Failure to submit this completed form may result in the Contract being terminated.

The successful bidder shall also be required to submit a copy of its Monthly Project Workforce Report, New Jersey Department of Treasury Form AA-202, to the New Jersey Department of Treasury's Division of Public Contracts Equal Employment Opportunity Compliance and to the Board.

21. COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT

The County of Union, in order to fulfill the requirements of N.J.S.A. 34:11-56.25 et seq, requires that the following additional conditions be strictly followed. The bidders represent that he is not listed or is not on record in the Office of the Commissioner or the Department of Labor and Workforce Development as one who failed to pay prevailing

wages in accordance with the provisions of this Act. The bidder agrees to the inclusion of a contract provision upon award which specifically requires said Contractor to fully comply with each and all of the requirements of the aforesaid Act as it relates to prevailing rates of wages on public contracts as set forth in the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 and P.L. 1974, Chapter 64.

A Copy of the Prevailing Wage Rates is attached for your reference. Applicable rates are those wages and fringe benefit rates in effect on the date the contract is awarded. All predetermined rate increases listed at the time the contract award must also be paid, beginning on the dates specified. Rates may change between the time of issuance of this determination and the award of the public works contract. Therefore, prior to the award of the contract, verification must be made with the Public Contracts section, to insure that the rates contained in this determination are still prevailing.

The Contractor agrees to abide and be bound by each and all of the said statutory provisions with respect to the payment of prevailing rates of wages, and acknowledges that the County reserves the right to terminate the Contractor's (or his subcontractors') right to proceed with the scope of Work, or such portion thereof that relates to the failure to pay prevailing rates of wages. In such event or under the terms of N.J.S.A. 34:11-56.27, the Contractor and his surety will be liable to the County of Union for any excess costs occasioned by such a violation.

The Contractor or subcontractors for this Project will post the Prevailing Wage Rates for each craft and classification involved as determined by the Commissioner of Labor and Industry, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the Work or at such place or places as are used by them to pay workmen their wages.

The County of Union requires a copy of payroll records from the Contractor and subcontractors. Payroll records shall be submitted with each voucher request for payment. Prevailing wage rates may be obtained from the New Jersey Labor, Division of Workplace Standards, Public Contracts Section, (609-292-2259).

In addition to compliance with the New Jersey Prevailing Wage Act, the County requires compliance with procedures established by Resolution No. 2014-0408 adopted by the Union County Board of Chosen Freeholders on May 8, 2014. The resolution is furnished in Section 51 of these General Specifications.

UNION LABOR IS PREFERRED ON ALL COUNTY WORK

The foregoing reference to specific laws will not be deemed to be a limitation of obligation of the Contractor to perform his obligations in full compliance with the provisions and requirements of all federal and state statues and local ordinances applicable to the Work to be done under the contract.

It is agreed and understood that any contracts and/or orders placed as a result of this proposal will be governed and construed and the rights and obligations of the parties hereto will be determined in accordance with the laws of the State of New Jersey.

Upon completion of the Work, the Contractor will furnish a Certification of Compliance with the New Jersey Prevailing Wage Act. The certificate in a form acceptable to County Counsel is a condition of the final payment. (See form attached)

22. BRAND NAME OR EQUAL

When the Specifications, Forms, and other Contract Documents use "brand name or equivalent" or similar language, the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the goods or services being requested. Where a bidder attempts to submit an equivalent product for a brand name, it shall be the responsibility of the bidder to fully describe and document the product to be provided with the bid in order to establish the equivalence claim.

A. If the Bidder proposes to offer substitute goods as an equal to those specified herein, the bidder shall so indicate with the Bid Proposal. For the purposes of this paragraph, a proposed item shall be considered equal to goods specified herein if:

   1. The County, in its sole discretion, determines that: (i) the goods conform substantially, even with deviations, to the brand name goods specified herein; (ii) the goods are equal to or greater than the brand name goods specified herein in terms of quality, durability, functionality, appearance, strength and design; (iii) the goods are capable, at least as well as the brand name goods specified herein, or performing with existing equipment; and (iv) the goods do not cost the County more than the brand name goods specified herein costs the County.

B. To offer substitute goods as an equal to those specified herein, it is necessary that:

   1. The Bidder submits sufficient information with its bid to permit the County to determine that the goods are equivalent to the brand name goods specified herein, including, but not necessarily limited to the brand, catalog number and specifications/data sheets;

2. The Bidder fully identifies and describes the variations of the goods from the brand name goods specified herein on a separate sheet that is to be submitted with the bid proposal. Bidder's literature WILL NOT suffice in explaining exceptions to these specifications.

3. The Bidder certifies that the goods (i) are similar in substance to the brand name goods specified, and (ii) are suited to the same use as the item specified;

C. The County shall be allowed a reasonable time within which to evaluate the Bidder's proposal to offer substitute goods as an equal to those specified herein. The County shall be the sole judge of acceptability. No "or-equal" goods shall be ordered, delivered, assembled, set-up or utilized until the County's evaluation is complete. The County's determination as to equivalency shall be deemed final and absolute.

In the event the Bidder does not provide sufficient supporting documentation with the bid, it will be presumed and required that the brand name goods and services as described in the specifications will be provided.

23. LINES AND GRADES

Normally, horizontal and vertical control points will be provided in the technical specifications. All other surveying will be the responsibility of the Contractor unless otherwise noted.

24. NUMBER OF WORKING DAYS

In accordance with N.J.S.A. 40A:11-17, the Work for the within Project shall be completed as specified on the Time of Completion Form. See form attached

There shall be taken a deduction from the contract price, or any wages paid by the County, to any inspector(s) necessarily employed by it on the Work, for any number of days in excess of the number allowed in the specifications.

25. PROMPT PAYMENT OF CONSTRUCTION CONTRACTS (NJ Prompt Payment Act)

Pursuant to N.J.S.A. 2A:30A-1 et seq., payment to the Contractor, other than for Work done pursuant to a contact allowance, where applicable, shall be processed and paid as follows:

1. All contractor bills shall be either approved for payment, or notice provided as to why the bill or any portion of it will not be approved by the representative(s) of the governing body no later than the public meeting following 20 calendar days of the billing date as defined in the statute.

2. If the billing is approved, said bill shall be paid in the payment cycle following the meeting.

26. STOPPING WORK ON ACCOUNT OF BAD WEATHER

Work must only be performed in weather suitable for the type of construction planned or underway. Extremes in temperature, humidity, precipitation, evaporation, etc. can detrimentally affect the constructed product. Refer to the Standard and Technical Specifications for specific items.

27. ACCESS FOR OTHER CONTRACTORS

The Contractor for this Work will give proper access to other contractors who may be employed upon the Project and must not hinder or delay unnecessarily any Work that may be progressing under other contracts.

28. CONDEMNED MATERIALS AND WORK

Any materials and or part of the Work that may be condemned by the County Engineer will be removed and replaced by the Contractor or otherwise rectified, as may be directed by the County Engineer. No payment will be made upon the Work until such faulty work has been made good as may be directed. In the event the Contractor refuses or neglects to make good such faulty work, he will be deemed to have abandoned the contract and proceedings may be taken against him as provided herein.

29. STORAGE

In the event that it is necessary for the Contractor to stockpile or store materials or equipment on the job site, the Contractor shall inform the County of such necessity and the County may offer available space, if any, for storage of such materials or equipment. The Contractor shall use said space only for such purpose. Any and all materials which may be stored in such space or which may be brought onto the job site at any time by the Contractor will be at the Contractor's sole risk. The County will not be responsible for loss of or damage to said materials or equipment for any cause whatsoever. The Contractor shall take necessary measures to protect any such storage area and shall be responsible for any and all damages.

30. FINAL CLEAN UP

Upon completion of the Work, the Contractor will remove all equipment, unused materials, rubbish, etc., and will repair, or replace in an a manner acceptable to the County Engineer, all areas that may have been damaged in the prosecution of the Work. Same shall be a condition precedent to final payment. Should said Contractor fail to comply with this requirement, the County shall undertake the clean-up with its own forces and charge the cost of same against the Contractor's contract balance.

31. SUB-LETTING OF WORK

Except for the List of Subcontractors, pursuant to N.J.S.A. 40A:11-16 (See form attached), no portion of the Work will be sublet by the Contractor to any other entities, except with the consent of the County Engineer. A complete list of subcontractors must be submitted to the County Engineer at the preconstruction meeting. If the job does not warrant a preconstruction meeting, the Contractor must submit such list prior to the start of Work.

All Subcontractors will be subject to N.J.S.A. 34:11-56 et al.

N.J.S.A. 40A:11-16 requires the bidder to list in the bid sheets the name or names of all subcontractors involved in the following types of Work: plumbing and gas fitting and all kindred work, steam and hot water heating, ventilating apparatus, steam power plants and kindred work, electrical work, ornamental iron work, and structural steel. In addition, the County may require the identification of specific additional subcontractors. If these trades are expected to be part of the contract, such subcontractors should be listed on the "Subcontractor Identification Statement List of Subcontractors" and Bidder shall certify same on the accompanying sheet titled "Subcontractor Identification Certification". (See forms attached) **Bidder's failure to submit these two forms shall be considered a material defect and result in rejection of Bidder's bid.** Substitutions of any listed subcontractors pursuant to N.J.S.A. 40A:11-16 will not be permitted except with the consent of the County Engineer.

32. SAFETY

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

The Contractor shall admit to the site, without delay and without the presentation of an inspection warrant, any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials.

The Contractor shall make available to the Contractor's employees, subcontractors, the County Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 of The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all Material Safety Data Sheets (MSDS) for products in use at the Project. These Material Safety Data Sheets shall be made available to the Engineer upon request.

The Contractor shall at all times conduct the Work to provide for the safety and convenience of the general public and protection of persons and property. The safety provisions of applicable laws, OSHA regulations, building and construction codes, and the rules and regulations of the New Jersey Department of Labor and Workforce Development shall be observed.

33. QUALITY, SAFETY AND PERFORMANCE STANDARDS

All goods and services must be constructed and provided with the highest quality materials and workmanship. It is the intent of these specifications that only equipment equal to, or exceeding, the standard specified will be acceptable in order to protect the safety of the occupants of the Building.

34. MATTERS NOT MENTIONED IN CONTRACT DOCUMENTS

Any Work, material, or method, not specifically described in these specifications, but shown upon the plans of the Work, will be carried out as shown on said plan.

35. PERMITS

The Contractor will obtain all necessary permits required by law and provide the County with necessary approvals prior to commencement of permitted Work.

36. CONTRACTOR TO PROVIDE PROOF OF PAYMENT

Upon the completion of the Work, the Contractor will furnish a General Release as proof that all claims for labor, materials, etc., have been settled by the Contractor. The General Release, in a form acceptable to County Counsel, is a condition of final payment.

37. CHANGE ORDERS

The applicability of change orders and change order procedures shall comply with *N.J.S.A.* 40A:11-16.7 and *N.J.A.C.* 5:30-11.1 *et seq.*, "Change Orders and Open End Contracts".

38. SUPPLEMENTAL WORK

In case any supplemental work is necessary, it will be performed by the Contractor at a price fixed by agreement between the Contractor and the County Engineer and

approved by the County as specified in Section 36. The Contractor will do no supplemental work on any character, for which the Contractor will demand pay, except upon the written order of the County.

39. FORM OF CONTRACT

The Contract will be subject to all statutory provisions on the matter of Public Works, Public Contracts, The Law Against Discrimination, the Laws Governing Affirmative Action and Prevailing Rates of Wages under the laws of New Jersey.

The Agreements shall be executed by both parties not later than twenty-one (21) days from the date of the award by the County (Sundays and holidays excluded); however, such time frame may be extended by agreement of the parties.

40. PROGRESS PAYMENTS

Monthly progress payments will be made based on the value of labor and materials incorporated in the Work and of materials suitably stored at the site. An itemized schedule of values shall be submitted with each Application for Payment.

(Refer to the Owner/Contractor Agreement for Retainage and other conditions pertaining to payment and the application of N.J.S.A. 2A:30A-1 et seq.)

All Applications for Payment shall be accompanied by paid invoices for materials incorporated in the Work and for materials suitably stored at the site, and affidavit(s) by Subcontractors whose Work was included in the next to the last application to the effect such Work and such materials have been paid for.

No payment shall be made without Contractor having provided all submittals set forth in this Section, and the approval of same by the County.

For contracts exceeding $100,000.00, monthly payments will be made on the Work to the extent of 98% of the value of the Work done which is considered to be retainage.

For contracts less than $100,000.00, monthly payments will be on the Work to the extent of 90% of the value of the Work done. In lieu of the retainage, the Contractor will, at his option, deposit with the County Counsel negotiable bearer bonds of the State of New Jersey or any political subdivision thereof, equal to the amount otherwise withheld as retainage.

When the Project is completed, the final cost of the Project will be based on actual quantities of authorized Work done under each item scheduled in the bidding sheet and approved Change Orders, if any. The money due to the Contractor as determined by said final certificate after deduction of previous monthly payments on account, will be paid to

the Contractor in accordance with the terms of the contract dealing with Prompt Payment, providing, however that before such final payment is made, all outstanding claims against the Contractor must be satisfied. Before final payment is released, the Contractor must furnish: a) Maintenance Bond (see Section 6 of these general specifications); **b)** Certification of Compliance, New Jersey Prevailing Wage Act (see Sections 21 and 51); and **c)** General Release (see Section 36) in a form satisfactory to County Counsel; **d)** complete set of as-built plans in the latest AutoCad on compact disc; and e) a complete set of in-progress photos in jpg, jpeg, or bmp digital format on a compact disc.

41. INSPECTION

The Work must be done in accordance with the plans and specifications, and will be inspected by the County Engineer. An inspector may be placed upon the Work at any time by the County Engineer to see that the plans, specifications, and instructions of the County Engineer are carried out. In connection herewith, bidders are referred to N.J.S.A. 40A:11-17.

42. DAMAGES

The Contractor will be held responsible for all damages that may occur to Work, or to persons or property by reason of the nature of the Work or from the elements, or by reason of inadequate protection of the Work, or from any carelessness or negligence on his part or on the part of his employees. The County will withhold payments on the Work until all suits or claims for damages sustained on, or by reason of, this Work will have been settled by the Contractor.

The construction and final completion of this Work will be guaranteed by the Contractor. Any damages that may be done to the Work or any part thereof, by the elements or otherwise, during its construction, will be made good by the Contractor.

43. LIQUIDATED DAMAGES

If the Project is not completed within the time specified herein or within such further time as may have been granted by the County Engineer, then the Contractor hereby agrees to pay to the County as liquidated damages, but not as a penalty, $1,000.00 per day for each and every calendar day that he is in default on time to complete the Work. The said sum will be deducted from moneys due the Contractor and if the damages exceed this amount, then the Contractor or his Surety Company will pay the excess. These damages may be waived at the option of the County.

44. AFFIRMATIVE ACTION REQUIREMENTS

EXHIBIT B
(Revised 4/10)

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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. I7:27-7.2; 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 targeted employment goal established in accordance with N.J.A.C. l7:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

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

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

(l) 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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the 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.

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

(iv) 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 targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter l0 of the Administrative Code (NJAC 17:27)**.

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45. INVESTMENT ACTIVITIES IN IRAN

Pursuant to *N.J.S.A.* 52:32-55 *et seq.*, prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran.

46. COMPLIANCE WITH THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT - (N.J.S.A. 34:11-56.48 et. seq.)

Pursuant to the above-referenced law, Bidders are required to be registered with the New Jersey Department of Labor and Workforce Development and to possess a current certificate by said Department indicating compliance with the Act prior to the time and date that bids are received. Bidders are notified of this requirement of their compliance. Such certificates or applications shall also be provided for each Subcontractor furnishing plumbing and gas fitting, steam and hot water heating and ventilating apparatus, and all kindred work, steam power plants and kindred work, electrical work, structural steel and ornamental iron work, and such other subcontractors as the specifications require relative to prior identification.

47. UTILITIES

Attention of the bidder is directed to the fact that the approximate locations of known utility structures and facilities that may be encountered within and adjacent to the limits of the Work are shown on the plans and described herein. The accuracy and completeness of this information is not guaranteed by the County Engineer and the bidder is advised to ascertain for himself all the facts concerning the location of these and other utilities.

The Contractor will not proceed with his Work until he has made diligent inquiries of all public utility and municipal officials to determine the exact location of all-underground structures and pipes within the site of the Project. The Contractor will notify utility owners not less than ten (10) days in advance of the time he proposes to perform any Work that will endanger or affect their facilities in compliance with **New Jersey One-Call.** In excavating in any part of the Work, care must be taken not to remove or damage any gas, water, sewer, or other pipe, conduit, or structure, - public or private - without the concurrence of the owner and the County Engineer. The Contractor will, at his own expense, shore up, secure and maintain a continuous flow in such structures, and will keep them in repair until final acceptance of the Work.

When pipes or other structures are encountered or when the removal, relocation or protection of these utilities are necessary in carrying out the Project as planned, the Contractor will cooperate with the owner of said utilities and will permit the owners or their agents access to the site of the Work in order to relocate or protect their facilities and not hinder or delay unnecessarily the Work of the owners in moving same. No extra allowance

of payment will be made to the Contractor for the use of any materials, equipment, etc., or for the performance of any Work in connection with the moving of said structures unless the Contractor is specifically ordered by the County Engineer to furnish such materials, equipment, or services. If directed by the County Engineer to do any Work or furnish any materials or equipment, payment will be allowed the Contractor in accordance with the unit prices bid for such Work, or, if such items are not scheduled in the proposal, such Work shall be allowed "Supplemental Work" as provided in Section 39 of these general specifications. The corporations, companies, agencies or municipalities owning or controlling the utilities, and the name, and telephone numbers are listed in the beginning of the Technical Specifications.

48. MATERIAL COMPLIANCE AND SHOP DRAWINGS

The Contractor will require the manufacturer or supplier to furnish three (3) copies of Certification of Compliance with each delivery of materials, components and manufactured items for the Project. Two (2) copies will be furnished to the County Engineer; one copy will be retained by the Contractor. Certificates of Compliance will contain the following information:

1. Project to which material is consigned;
2. Name of the Contractor to which the material is supplied;
3. Kind of material supplied;
4. Quantity of material represented by the Certificate;
5. Means of identifying the consignment, such as label marking, seal number, etc.;
6. Date and method of shipment;
7. That the material is in conformity with the pertinent specifications stated in the certificate; and
8. Signature of a person having legal authority to bind the supplier.

The Contractor will submit to the County Engineer for his approval five (5) copies of complete and fully detailed shop or working drawings for those items listed in the beginning of the technical specifications.

Each drawing will identify the name of the job, location and Contractor.

All drawings will be approved in accordance with the standard specifications. Refer to the Technical Specifications for specific items.

All materials or articles used in the Work will be of American manufacture, insofar as same are available, in conformance with N.J.S.A. 40A:11-18.

49. PRECONSTRUCTION

In order to provide full coordination of this Project among the parties concerned, the County Engineer will arrange for a preconstruction meeting between the Contractor, County Engineer and other interested parties as soon as possible after the contract is executed. At this meeting the Contractor will present his proposed schedule of Work which shall be subject to review and approval of the County through its designated representatives.

50. DISPUTES UNDER THE CONTRACT

A dispute arising under the Contract shall be submitted in writing to the County Engineer with all facts and supporting data. The County Engineer will review the dispute and issue his decision or request additional facts or documentation after which he will render his decision.

In the event the dispute is not then resolved, the matter shall, pursuant to law, be submitted to mediation before being submitted to a court of competent jurisdiction venued in Union County.

The County Engineer will notify the County Counsel when a matter is to be submitted to mediation. The County Counsel will communicate with the parties and inform them of the procedures to be followed in making such a submission.

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51. CONTRACTOR BUSINESS REGISTRATION CERTIFICATE

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

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

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

During the course of contract performance:

1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

2) the contractor shall maintain and submit to the County of Union a list of subcontractors and their addresses that may be updated from time to time.

3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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

52. BID PROTEST – LEGAL FEES AND COSTS

In the event a Bidder unsuccessfully challenges a Bid Submission by filing an action in a court of law concerning same, said Bidder shall be responsible for payment of reasonable legal costs and fees incurred by the County relating to said protest.

53. AMERICAN GOODS AND PRODUCTS WHERE POSSIBLE

Bidder shall comply with the requirements of N.J.S.A. 40A:11-18 and use only manufactured and farm products of the United States, wherever available, for the Project.

54. NEW JERSEY PAY-TO-PLAY REQUIREMENTS

This Contract is required by law to be publicly advertised for bids. As such, lists of political contributions pursuant to N.J.S.A. 19:44A-1 et seq. are NOT REQUIRED to be provided with the bids.

55. STATEMENT OF EQUIPMENT TO BE USED IN CONSTRUCTION

Pursuant to N.J.S.A. 40A:11-20 entitled Certificate of Bidder Showing Ability to Perform Contract, the County requires a Certification from all bidders submitting a bid showing that the Bidder owns, leases, or controls all necessary equipment required by the Project Plans and Specifications. All bidders shall provide this information at the time of the bid opening using the attached form entitled, "CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT'.

If the Bidder is not the actual owner of the equipment, it shall state the source from which the equipment will be obtained and shall attach a certificate from the owner or person in control of the equipment demonstrating that the equipment owner has granted the Bidder control of the requisite equipment during such time as may be necessary for completion of the portion of the contract for which the equipment is necessary.

56. NEW JERSEY SALES AND USE TAX REQUIREMENTS,

Contractors are required to comply with the following:

> New Jersey Sales and Use Tax Requirements: All contractors with subcontractors, or any of their affiliates, who enter into contracts for the provision of goods or services with or for New Jersey local government entities, are required to collect and remit to the New Jersey Director of Taxation in the Department of the Treasury the use tax due on all of their sales of tangible personal property delivered into the State of New Jersey pursuant to the "Sales and Use Tax Act," (N.J.S.A. 54:32B-1 et seq.), regardless of whether the tangible personal property is intended for a

contract with the contracting agency. This tax shall be remitted for the term of the Contract.

For purposes herein "affiliate" shall mean any entity that: (a) directly, indirectly, or constructively controls another entity, (b) is directly, indirectly, or constructively controlled by another entity, or (c) is subject to the control of a common entity. For purposes of the immediately preceding sentence, an entity controls another entity if it owns, directly or indirectly, more than fifty percent (50%) of the ownership interest in that entity. NJSA 52:32-44(g)(3).