ADDENDUM NO. 1

BID PROPOSAL FORM

SINGLE OVERALL CONTRACT

DPMC Classifications: C054 Prime Contractor with C056 & C059 Subcontractor

To: Princeton Public Schools Board of Education
25 Valley Road, Princeton, NJ 08540

1. The undersigned, having familiarized themself with the local conditions affecting the cost of the work, the Drawings, the Specifications and other Bid Documents, as in the Advertisement for Bids thereto, for the **Site Upgrades / Improvements at Various Schools (FVHD-5559A):**

   Locations:
   Johnson Park Elementary School, 285 Rosedale Road, Princeton, NJ 08540
   Littlebrook Elementary School, 39 Magnolia Lane, Princeton, NJ 08540
   Riverside Elementary School, 58 Riverside Drive, Princeton, NJ 08540
   Princeton Middle School, 217 Walnut Lane, Princeton, NJ 08540

   together with all work incidental thereto, in accordance with the requirements of the Drawings and Specifications prepared by Fraytak Veisz Hopkins Duthie, P.C., Architects/Planners, Trenton, New Jersey, hereby proposes to furnish all labor, materials and equipment required for all Work and as follows:

   SINGLE OVERALL CONTRACT - BASE BID: All Work at the above referenced schools, including applicable Allowances - Section 01020, in accordance with the requirements of Bid Documents. If written amount differs from the numerical figure, only the written amount will be accepted as the correct bid.

   TOTAL BASE BID INCLUDING ALLOWANCE: $_____
   (Numerical)

   _____
   (To be written in full)

2. **Alternate Proposal(s) - Section 01030** shall be quoted as additions to, deductions from or No Change (NC) to the Base Bid and shall be in accordance with the Specifications for Alternate Bid Work. If written amount differs from the numerical figure, only the written amount will be accepted as the correct bid.

   Alternate Bid No. 1: Full-Depth Reconstruction of Existing Paved Playground, New Basketball Goals, New Engineered Wood Fiber Playground & Swings at Princeton Middle School ADD $_____
   (Numerical)

   _____
   (To be written in full)

   Alternate Bid No. 2: Milling & Paving an Existing Paved Playground and New Basketball Goals at Riverside Elementary School ADD $_____
   (Numerical)

   _____
   (To be written in full)

Submitted by:_____
(Firm Name)

3. **UNIT PRICES - SECTION 01151: Materials in Place.**

Bulk rock excavation	$ **300.00** per cu. yd.
Trench or pit rock excavation	$ **400.00** per cu. yd.

UNIT PRICES - GENERAL CONSTRUCTION: Materials in Place.

Concrete Curb Replacement	$_____ per lin. ft.
Concrete Sidewalk Replacement (4" thk) including subbase	$_____ per sq. ft.
Standard Duty Hot Mix Asphalt Replacement	$_____ per sq. yd.

THE REMAINDER OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

Submitted by:_____
(Firm Name)

3. Bidder hereby acknowledges receipt of the following Addenda:
   No Addenda Issued ☐

Addendum No. 1,	issued_____	received_____	(initial)
Addendum No.___,	issued_____	received_____	(initial)
Addendum No.___,	issued_____	received_____	(initial)
Addendum No.___,	issued_____	received_____	(initial)

4. In submitting this bid, it is understood that the right is reserved by the Board of Education to accept or to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the date set of the opening thereof.

5. Bid Security in the sum of_____($_____)
   in the form of _____ (Certified Check, Cashier's Check, or Bid Bond) is submitted herewith in accordance with the requirements of the Specifications.

6. The undersigned is an individual ( )
   a partnership ( )
   a corporation ( ) under the laws of the State of _____,
   having principal office in the _____ of _____, County
   of _____, and State of _____.

Respectfully Submitted,

_____
(Company Name, if Bidder is a company)

BIDDER'S SIGNATURE

_____
(Company Officer, if Bidder is a Corporation or LLC)

(Seal, if Corporation)

_____
Printed or Typed Name Title of Officer (if the Bidder is a Company)

_____
Address

_____
City, State, Zip Code

_____
Phone & Fax

_____
Dated

_____
Email Address

NOTE: SEE BIDDERS CHECKLIST

Submitted by:_____
(Firm Name)

BIDDER'S CHECKLIST

This checklist along with all listed documents must be signed and submitted with the bid package to the Owner as part of the Bid Documents. (*) indicates mandatory. Failure to submit all documents may be cause for rejection.

	Reviewed the Bid Documents (Including the permits obtained by the Owner), satisfied themselves regarding the character of the reviewed locality, and all local conditions and Laws and Regulations That in any manner may affect cost, progress, performance or furnishing of work.	
	Reviewed General Bond Requirements	
	Reviewed the Contract Documents contained herein (Owner/Contractor)	
	ITEM	Initial
(*)	Bidder's Proposal	
(*)	Bid Bond, Certified Check, Cashier's Check or Any Combination Thereof in an Amount of Ten Percent (10%) of the Total Amount of Bid, Not to Exceed $20,000 (Twenty Thousand Dollars) with Power of Attorney	
(*)	Consent of Surety for 100% of the Contract Amount with Power of Attorney to Provide Performance Bond and Labor and Material Payment Bond If Surety is being provided for Subcontractors by Bidder, indicate here _____ Initial	
(*)	Subcontractor Identification Statement	
(*)	Statement of Ownership Disclosure Certification	
(*)	Division of Property Management & Construction (DPMC) Form 701 - Total Amount of Uncompleted Contracts, N.J.A.C. 17:19-2.13 All Contractor(s) and Named Subcontractor(s)	
(*)	Division of Property Management & Construction (DPMC) Current Notice of Classification - All Contractor(s) and Named Subcontractor(s)	
(*)	Non Collusion Affidavit	
(*)	Equipment Certification	
(*)	Certification of No Material Change of Circumstances - All Contractor(s)	
	Prevailing Wage Certification	
	Public Works Contractors Registration Act Certificate (N.J.S.A. 34:11-56.48) All Contractor(s) and Named Subcontractor(s)	
	Business Registration Certificate - All Contractor(s) and Subcontractor(s)	
	Federal and State Non-debarment Certifications - All Contractor(s) and Subcontractor(s)	
	Certification of non Debarment for Federal Government Projects - All Contractors	
	Trade License - All Contractor(s) and Subcontractor(s)	
	Compliance with New Jersey Prevailing Wage Act	

BIDDER'S CHECKLIST

	Certification of Insurance Statement	
	Political Contribution Disclosure Form	
	Prohibited Russia-Belarus Activities & Iran Investment Activities	
	Americans with Disabilities Act Language	
	Mandatory Equal Employment Opportunity Language	
	Status of Present Contracts	
	Performance Record Certification	
	Contractor(s) shall participate in an "apprenticeship training program" and shall submit evidence of same and/or a description of the Contractor's apprenticeship training program prior to the award of the Contract.	

By signing below, I acknowledge having read and fully understand all the requirements of each of the documents referenced herein.

_____
BIDDER (Signature)

Dated:_____

_____
BIDDER (Print Name)

BID BOND

THE UNDERSIGNED BIDDER and **"Surety"**, a corporation duly authorized to transact business in the State of New Jersey, are held and firmly bound unto _____ (the **"OWNER"**) for the full and just sum of:

_____ Dollars ($_____),
(10% of the Bid Price not to exceed $20,000.00: words) **(figures)**

The payment of which sum the **BIDDER** has submitted a Bid to perform certain Work described in Bidding Documents entitled:

TITLE: _____

_____

CONTRACT NO.: _____

The **Surety** hereby agrees to pay the full face value of this Bond to the **OWNER**, as Liquidated Damages, and not as a penalty, unless this Bond is void.

This Bond shall only be void if the **BIDDER** well, truly and faithfully performs all requirements contained in the Bidding/Contract Documents incident to an Award of the Contract including, but not limited to, proper execution and submission of the Contract Forms and all other required documentation.

On this _____ day of _____ 20___, the **BIDDER** and **Surety** hereby bind themselves herein:

FOR THE BIDDER:	**FOR THE SURETY:**
_____	_____
(Name of **BIDDER**)	(Name of **Surety**)
By:_____	By:_____
(Print Name-**BIDDER's** Authorized Representative)	(Print Name of Attorney-in-Fact)
By:_____	By:_____
(Signature-**BIDDER's** Authorized Representative)	(Signature of Attorney-in-Fact)

IMPORTANT – ATTACH AND SUBMIT WITH THE BID:

- **A POWER OF ATTORNEY FOR THE ATTORNEY-IN-FACT WHICH IS CURRENTLY DATED AND VALID FOR THE ENTIRE AMOUNT OF THE BOND**

FORM OF CONSENT OF SURETY

PERFORMANCE BOND, PAYMENT BOND and MAINTENANCE BOND

For and in consideration of the sum of one dollar ($1.00) lawful money of the United States, the receipt is hereby acknowledged, paid to the undersigned surety, and for other valuable consideration, the undersigned surety, authorized to transact business in the State of _____, certifies and agrees that if the Contract entitled: _____

_____

CONTRACT _____, _____
(NUMBER) (TITLE)

is awarded to: _____
(BIDDER'S NAME)

the undersigned hereby warrants that it is in all respects qualified to provide the required Bonds as set forth in the Contract Documents, and that it will provide and execute the **Performance Bond** in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project, the **Payment Bond**, and the **Maintenance Bond** in the form and as otherwise required by the Contract Documents.

_____
(Print Name of Surety)

_____ _____
(Print Name of Attorney-in-Fact) (Signature of Attorney-in-Fact)

ATTACH AND SUBMIT WITH THE BID: A POWER OF ATTORNEY FOR THE ATTORNEY -IN-FACT WHICH IS CURRENTLY DATED AND VALID FOR THE TOTAL AMOUNT OF ALL BONDS.

Consent of Surety must be signed by an authorized agent or representative of a surety company and not by the individual or company representative submitting the bid.

NOTE: IF SUBCONTRACTORS ARE LISTED ON BID FORM, N.J.S.A. 18A:18A-18 REQUIRES THAT EVIDENCE OF PERFORMANCE SECURITY AS TO SUBCONTRACTORS BE SUBMITTED WITH THE BID, EITHER BE THE BIDDER ON ITS OWN BEHALF AND ON BEHALF OF ALL LISTED SUBCONTRACTORS, OR BY EACH SUBCONTRACTOR, OR ANY COMBINATION THEREOF, PROVIDED THAT THE PERFORMANCE SECURITY IN TOTAL EQUALS, BUT DOES NOT EXCEED, THE TOTAL AMOUNT OF THE BID.

CONSENT OF SURETY

SUBCONTRACTOR IDENTIFICATION STATEMENT

The following information is to be provided in the case of all subcontractors who will furnish labor of the various trades governed by N.J.S.A. 18A:18A-18 (b) (General Construction, Steel, Plumbing, HVAC, Electric) and all DPMC Specialty Trades, where applicable.

TRADE	**Contractor's Name/Address/Telephone**	**NJ License No.**

If work of the types designated by the above referenced law will be performed by the Bidder, the Bidder shall state below and shall enclose copies of licenses covering each trade.

TRADE	**N.J. License No.**

BIDDER _____

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: _____

Organization Address: _____

City, State, ZIP: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship

☐ 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 Check the appropriate box

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

OR

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

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

Name of Individual or Business Entity	Address

To be completed, signed and returned with Bid

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

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 non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

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 _____ ***(Owner)*** 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 the ***Owner*** to notify the ***Owner*** 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 ***Owner*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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.

To be completed, signed and returned with Bid

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY/_____
(Specify, if Other)

COUNTY OF _____

I, _____ , of the (City, Town, Borough) of

_____State of _____ , of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the Bidder making the Proposal for the above named Projects, 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, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge, and the State of New Jersey relies upon the truth of the statements contained in this affidavit in awarding the contract for the said Project.

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

By: _____
(Signature of Authorized Representative)

Subscribed and sworn to before me
this _____ day of _____, 20___.

_____

(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires _____, 20___.

THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED, AND SUBMITTED WITH BID

EQUIPMENT CERTIFICATION

Title of Bid: _____

Bid No. _____ Bid Date: _____
(Weekday, Month 00, 20__)

In accordance with N.J.S.A. 18A:18A-23, I hereby certify that

A) _____ *(Name of Company)* owns all the necessary equipment as required by the specifications and to complete the specified public work project.

or

B) _____ *(Name of Company)* leases or controls all the necessary equipment as required by the specifications and to complete the specified public work project.

PLEASE NOTE: If your company is not the actual owner of the equipment, **you shall submit with the bid**

1. A certificate stating the source from which the equipment will be obtained and
2. Obtain and submit with the bid a certificate from the owner and person in control of the equipment, definitely granting to the bidder the control of the equipment required during such time it may be necessary for the completion of that portion of the contract for which said equipment will be necessary.

Name of Company _____

Authorized Agent _____ Title _____

Authorized Signature _____

CERTIFICATION OF NON-DEBARTMENT FOR
FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

Public Works Contracts

Project No._____ Title of Bid_____

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
DUNS Code (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

☐Sole Proprietorship ☐Non-Profit Corporation (skip Parts III and IV)

☐For-Profit Corporation (any type) ☐Limited Liability Company (LLC) ☐Partnership

☐Limited Partnership ☐Limited Liability Partnership (LLP)

☐Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the **individual or organization listed above in Part I** is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above- named organization; that the _____ **("OWNER")** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **"OWNER"** to notify the **"OWNER"** 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 **"OWNER"**, permitting the **"OWNER"** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Address	
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☐	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Address	
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of _____ ***(name of organization)***. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **("OWNER")** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award **"OWNER"** to notify the **"OWNER"** 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 **"OWNER"**, permitting the **"OWNER"** to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):		Title:	
Signature:		Date:	

Part IV – CERTIFICATION OF Non-Debarment: Contractor – Controlled Entities		
Section A		
☐	Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.	
Name of Business Entity		**Business Address**
Add additional sheets if necessary		
OR		
☐	The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.	

Section B (skip if no business entities are listed in Section A of Part IV)	
☐	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

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

Add additional Sheets if necessary

OR

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

Section C – Part IV Certification of Non-Debarment

I hereby certify that the **Organization listed above in Part I** does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **("OWNER")** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by **"OWNER"** to notify **"OWNER"** 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 **"OWNER"**, permitting the **"OWNER"** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

FEDERAL AND STATE NON-DEBARMENT CERTIFICATIONS

I, _____ of the city of _____, in the County of _____ and the State of _____, of full age, certify that the entity listed on the form and/or any person or company employed by this entity, are not presently on the following:

- New Jersey Department of Treasury – Consolidated Debarment Report
- New Jersey Department of Labor – Prevailing Wage Debarment List
- Federal Debarred Vendor List – System for Award Management (SAM.gov)

Company Name: _____

Authorized Agent: _____

Signature: _____

Date: _____

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

N.J.S.A. 18A:18A-49.5

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

○ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

_____

_____

_____

_____

_____

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Vendor's Name	Vendor's Phone Number
Vendor's Address (Street Address)	Vendor's Fax Number
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

Compliance with New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

Every Contractor and Subcontractor performing services in connection with this Project, shall pay all workers a wage rate not less than the published prevailing wage rates, for the locality the work is being performed, as designated by the New Jersey Department of Labor and Workforce Development (NJ DLWD).

Wage rates for the county of the location of the Public Agency (Owner), as published by the State Department of Labor and Workforce Development (DLWD), can be viewed at https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html

The Contractor must complete and sign the "Prevailing Wage Certification" form included in the bid package and submit with his bid. This form confirms the Contractor's intention to comply with the Act. The Owner may terminate the contract if Contractor fails to pay workers prevailing wage.

The prevailing wage rates in affect at the time of award, will be included by Owner as a part of the construction contract.

PREVAILING WAGES COMPLIANCE CERTIFICATION

It is the determination that this is a public works project that in total will exceed $2,000.00 (two thousand dollars), therefore prevailing wages rules and regulations apply as promulgated by the New Jersey Prevailing Wage Act and in conformance with N.J.S.A. 34:11-56:25 et seq.

Certification

1. I certify that our company understands that this project requires prevailing wages to be paid in full accordance with the law.

2. I further certify that all subs named in this bid understand that this project requires the sub to pay prevailing wages in full accordance with the law.

Non-compliance Statement

If it is found that any worker, employed by the Contractor or any Subcontractor covered by said contract, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the Owner, may begin proceedings to terminate the Contractor's or Subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable for any excess costs occasioned thereby to the public body.

NOTIFICATION OF VIOLATIONS – New Jersey Department of Labor and Workforce Development

Has the Bidder or any person having an "interest" with the Bidder, been notified by the New Jersey Department of Labor and Workforce Development by notice issued pursuant to N.J.S.A. 34:11-56a et seq that he/she has been in violation for failure to pay prevailing wages as required by the New Jersey Prevailing Wage Act within the last five (5) years?

*Yes_____ No_____

*If yes, please attach a signed document explaining any/or all administrative proceedings with the Department within the last five (5) years. Please include any pending administrative proceedings with the Department if any.

Submission of Certified Payroll Records

All certified payroll records are to be submitted to the Owner, Business Administrator, who is coordinating the activities for the project:

Name of Company _____

Authorized Agent _____

Authorized Signature _____

CERTIFICATION OF INSURANCE STATEMENT

The Bidder fully understands the Owner's insurance requirements as stated in the Bid Documents and agrees to provide all insurance required by these documents at award of contract.

_____

COMPANY NAME

_____

BIDDER (Signature)

_____

BIDDER (Print Name)

Note: Failure to sign this document may result in the rejection of your Proposal.

CERTIFICATION OF INSURANCE STATEMENT

CERTIFICATION OF INSURANCE STATEMENT

The Bidder fully understands the Owner's insurance requirements as stated in the Bid Documents (i.e., Supplementary General Conditions, AIA 232 Article 11 Insurance and Bonds, A132 Exhibit A Insurance and Bonds) and agrees to provide all insurance required by these documents at award of contract.

_____

COMPANY NAME

_____

BIDDER (Signature)

_____

BIDDER (Print Name)

Note: Failure to sign this document may result in the rejection of your Proposal.

SAMPLE INSURANCE FORMS.xls: SCHOOL DISTRICT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/03

PRODUCER:

XYZ Insurance
123 Any Street
Anywhere, NJ 12345

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

School District
123 State St
Anywhere, NJ 12345

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY		01/01/03	01/01/04	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILTY				FIRE DAMAGE	$
	CLAIMS MADE				MED EXP	$
	AUTOMOBILE LIABILTY		01/01/03	01/01/04	COMBINED SINGLE LIMIT	$ 1,000,000
	✓ ANY AUTO				BODILY INJURY (per person)	$
	ALL OWNED AUTOS				BODILY INJURY (per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE	$
	✓ HIRED AUTOS					
	✓ NON-OWNED AUTOS					
	GARAGE LIABILTY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	$
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY		01/01/03	01/01/04	EACH OCCURRENCE	$ 4,000,000
	✓ UMBRELLA FORM				AGGREGATE	$
	PROPERTY		START OF CONSTRUCTION	END OF CONSTRUCTION	STATED VALUE	$ project cost
	✓ BUILDER'S RISK					
	Builder's risk must be for Total Project cost less any excavations, foundations, or other structures normally excluded.					
	WORKERS COMPENSATION AND		01/01/03	01/01/04	X WC STATUTORY LIMITS	
	EMPLOYERS' LIABILITY				EL EACH ACCIDENT	$ 500,000
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EA EMPLOYEE	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Listing of Additional Insured

The Owner, Architect, Construction Manager, THE STATE OF NJ, NJ DEPARTMENT OF EDUCATION, NJ SCHOOLS DEVELOPMENT AUTHORITY, AND NJ ECONOMIC DEVELOPMENT AUTHORITY ARE NAMED AS ADDITIONAL INSURED WITH RESPECT TO COMMERCIAL GENERAL LIABILTY, AUTOMOBILE LIABILITY, & BUILDER'S RISK AS LOSS PAYEES AS THERE INTEREST MAY APPEAR.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPNAY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

CERTIFICATION OF NO MATERIAL CHANGE OF CIRCUMSTANCES

Bidder's Name: _____

Address: _____

1. A statement as to the financial ability, adequacy of plant equipment, organization and prior experience of the Bidder, as required by N.J.S.A. 18A:18A-28 has been submitted to the Department of Treasury within the last twelve (12) months preceding the date of opening of bids for this contract.

2. I certify, as required by N.J.S.A. 18A:18A-32, that there has been no material adverse change in the qualification except:

   _____

   _____

   _____

   _____

_____
(Name and Title of Signer - Please print or type)

_____ _____
(Signature) (Date)

STATUS OF PRESENT CONTRACTS

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.

- **Each classified bidder's aggregate rating shall be calculated in accordance with formula prescribed by N.J.A.C. 17:19-2.8.**
- **Calculations shall be based on Bidder's base bid amount only at time of bid or total amount of base bid and accepted Alternate Bids at time of Award.**

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

Sworn and Subscribed to before me
this_____ day of _____ , 20__

BIDDER

_____
Notary Public

_____
(Print and Signature)

PERFORMANCE RECORD

How many years has your organization been in business as a Contractor under your present business name? _____

How many years experience in construction work has your organization had:
(a) As a Prime contractor? _____ (b) As a subcontractor? _____

What is the construction experience of the principal individuals of your organization?

Individual's Name	Present Position or Office	Years of Constr. Experience	Magnitude and Type of Work	In What Capacity

Have you ever failed to complete any work contracted to you? _____

If so, where and why? _____

_____

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.

_____

_____

PERFORMANCE RECORD (Continued)

List of all contracts completed by you.

Name of Owner	Name & Location of Project/ Type of Work	Prime or Sub-Contractor	Architect or Engineer 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

*Explain "Yes" answers.

PERFORMANCE RECORD
CERTIFICATION

Explanation of details in connection with non-completion of contracts, time extensions, penalties imposed, labor troubles experience, liens, termination of contracts, poor performance, debarment, claims and notices filed against contracts.

_____

_____

_____

_____

_____

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

_____
(Name of Organization)

_____
(Signature)

_____
(Title)

STATE OF)
)ss.
COUNTY OF)

_____, being duly sworn to law, deposes and says that it is authorized to make this affidavit for, and on behalf of, the individual, partnership or corporation herein first named as the Bidder, that deponent is familiar with the books of the said Bidder and that the foregoing statement is a true and accurate statement taken from the books of said Bidder of such financial condition as of the date herein first named; that the answers to the foregoing interrogatories are true and correct.

Subscribed and sworn to before me

This _____ day of _____, 20___

_____
(Signature)

_____
(Seal) Notary Public of New Jersey/
Specify Other State
My Commission Expires_____, 20___.

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

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

1. **Enter the Federal Identification Number assigned to the contractor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for but not yet issued, or if your business is such that you have not or will not receive a Federal Identification Number, enter the social security number assigned to the single owner or one partner, in the case of a partnership.**

2. **Note: The Department of Labor & Workforce Development, Construction EEO Monitoring Program will assign a contractor ID number to your company. This number will be your permanently assigned contractor ID number that must be on all correspondence and reports submitted to this office.**

3. **Enter the prime contractor's name, address and zip code number.**

4. **Check box if Company is Minority Owned or Woman Owned**

5. **Enter the complete name and address of the Public Agency awarding the contract. Include the contract number, date of award and dollar amount of the contract.**

6. **Enter the name and address of the project, including the county in which the project is located.**

7. **Note: A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract. This number must be indicated on all correspondence and reports submitted to this office relating to this contract.**

8. **Check "Yes" or "No" to indicate whether a Project Labor Agreement (PLA) was established with the labor organization(s) for this project.**

9. **Under the Projected Total Number of Employees in each trade or craft and at each level of classification, enter the total composite workforce of the prime contractor and all subcontractors projected to work on the project. Under Projected Employees enter total minority and female employees of the prime contractor and all subcontractors projected to work on the project. Minority employees include Black, Hispanic, American Indian and Asian, (J=Journeyworker, AP=Apprentice). Include projected phase-in and completion dates.**

10. **Print or type the name of the company official or authorized Equal Employment Opportunity (EEO) official include signature and title, phone number and date the report is submitted.**

This report must be submitted to the Public Agency that awards the contract and the Department of Labor & Workforce Development, Construction EEO Compliance Monitoring Program after notification of award, but prior signing the contract.

THE CONTRACTOR IS TO RETAIN A COPY AND SUBMIT COPY TO THE PUBLIC AGENCY AWARDING THE CONTRACT AND FORWARD A COPY TO:

NEW JERSEY DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING UNIT
P.O. BOX 209
TRENTON, NJ 08625-0209
(609) 292-9550

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201
Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

Assignment

Code

For instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf

1. FID NUMBER

2. CONTRACTOR ID NUMBER

3. NAME AND ADDRESS OF PRIME CONTRACTOR

(Name)

(Street Address)

(City) **(State)** **(Zip Code)**

4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]

5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT

Name:
Address:

CONTRACT NUMBER **DATE OF AWARD** **DOLLAR AMOUNT OF AWARD**

6. NAME AND ADDRESS OF PROJECT

Name:
Address:

COUNTY

7. PROJECT NUMBER

8. IS THIS PROJECT COVERED BY A PROJEC
LABOR AGREEMENT (PLA)? YES

9. TRADE OR CRAFT	PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				**PROJECTED PHASE - IN DATE**	**PROJECTED COMPLETION DATE**
	MALE		FEMALE		MALE		FEMALE			
	J	AP	J	**AP**	J	AP	J	AP		
1. ASBESTOS WORKER										
2. BRICKLAYER OR MASON										
3. CARPENTER										
4. ELECTRICIAN										
5. GLAZIER										
6. HVAC MECHANIC										
7. IRONWORKER										
8. OPERATING ENGINEER										
9. PAINTER										
10. PLUMBER										
11. ROOFER										
12. SHEET METAL WORKER										
13. SPRINKLER FITTER										
14. STEAMFITTER										
15. SURVEYOR										
16. TILER										
17. TRUCK DRIVER										
18. LABORER										
19. OTHER										
20. OTHER										

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

(Signature)

10. **(Please Print Your Name)** **(Title)**

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

FORM AA-202
REVISED 11/11

State Of New Jersey

Department of Labor & Workforce Development
Construction EEO Compliance Monitoring Program

MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION

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

3. F ID or SS Number

1.Name and address of Prime Contractor

2. Contractor ID Number

4. Reporting Period

(NAME)

5. Public Agency Awarding Contract **Date of Award**

(ADDRESS)

6. Name and Location of Project **County**

7. Project ID Number

(CITY) (STATE) (ZIP CODE)

8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT	CLASSI-FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES A. TOTAL	B. BLACK	C. HISPANIC	D. AMERICAN INDIAN	E. ASIAN	F. FEMALES	12. TOTAL NO. OF MIN. EMP.	13. WORK HOURS TOTAL WORK HOURS	A. MIN. W/H	B. FEMALE W/H	14. % OF WORK HRS A. % OF MIN. W/H	B. % OF FEMALE W/H	15. CUM. WORK HRS TOTAL WORK HOURS	A. MIN. HOURS	B. FEMALE HOURS	16. CUM. % OF W/H A. % OF MIN. W/H	B. % OF FEM. W/H
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	

17. COMPLETED BY (PRINT OR TYPE)

(NAME) (SIGNATURE) (TITLE)

(AREA CODE) (TELEPHONE NUMBER) (EXT.) (DATE)

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Board of Education (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act")
(42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses 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 other process received by the owner or its representatives.

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

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

Name of Company_____

Authorized Agent_____

Title or Position _____

Signature_____ Date_____

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)
N.J.A.C. 17:27-1.1 et seq.
CONSTRUCTION CONTRACTS

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the American 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.

EXHIBIT B (Continued)

(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:

1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
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 nondiscrimination 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 contractor 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 Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
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 Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
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 Dept. of LWD, Construction EEO Monitoring Program.

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 Dept. of LWD, Construction EEO Monitoring Program upon request.

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

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

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

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

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

(Revised: January, 2016)

Reviewed By:_____ Title: _____

Company:_____ Date: _____

Signature: _____

Surety Disclosure Statement and Certification
N.J.S. A. 2A:44-143

SAMPLE

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

....., surety(ies) on the attached bond, hereby certifies(y) the following:

(1) The surety meets the applicable capital and surplus requirements of N.J.S.A.17:17-6 or N.J.S.A. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, ... (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified as indicated by certified public accountants (indicating separately for each surety that surety's capital and surplus amounts, together with the name and address of the firm of certified public accounts that shall have certified those amounts):

.....

.....

.....

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. 9305, the underwriting limitation established therein and the date as of which that limitation was effective is as follows (indicating for each such surety that surety's underwriting limitation and the effective date thereof):

.....

.....

.....

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to N.J.S.A. 17:18-9 as of (date on which such limitation was so established) is as follows (indicating for each such surety that surety's underwriting limitation and the date on which that limitation was established):

.....

.....

.....

(4) The amount of the bond to which this statement and certification is attached is $.....

(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 items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

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

.....

.....

.....; and

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

CERTIFICATE

(to be completed by an authorized certifying agent

for each surety on the bond)

I ..... (name of agent), as ..... (title of agent) for ..... (name of surety), a corporation/mutual insurance company/other (indicating type of business organization) (circle one) domiciled in ..... (state of domicile), 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.

.....

(Signature of certifying agent)

.....

(Printed name of certifying agent)

.....

(Title of certifying agent)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as PRINCIPAL and sureties with underwriting office at _____ to which all communication in regard to this bond should be addressed, a Corporation organized and existing under the laws of the State of_____and duly authorized to do business in the state of New Jersey, as SURETY, are hereby held and firmly bound unto the _____ (Owner) in the penal sum of _____ Dollars, ($_____) for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED and SEALED this_____day of_____two thousand and_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the _____ day of _____, 20____, entered into a contract with _____ identified as _____ which said contract, upon execution by the Owner, and the Principal, will be a part of this bond the same as though set forth herein.

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

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

Recovery of any claimant under the bond shall be subject to the conditions and provisions of this article to the same extent as if such conditions and provisions were fully incorporated in the form set forth above.

Principal:

Affix Corporate Seal

_____
Witness

_____
Print or Type Name

By: _____
Print Name:
Print Title:

Surety:

Affix Corporate Seal

_____
Witness

_____
Print or Type Name

By: _____
Print Name:
Print Title:

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as PRINCIPAL and sureties with underwriting office at _____ to which all communication in regard to this bond should be addressed, a Corporation organized and existing under the laws of the State of_____and duly authorized to do business in the state of New Jersey, as SURETY, are hereby held and firmly bound unto the _____ in the penal sum of _____, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED and SEALED this_____day of_____two thousand and_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the _____ day of _____, 20____, entered into a contract with _____ identified as _____ which said contract, upon execution by the Owner, and the Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implement or machinery furnished, used or consumed in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A;44-143 having a just claim, as well as for the party of the first part mentioned in the contract aforesaid; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Principal:

Affix Corporate Seal

By: _____

Print Name:

Print Title:

_____

Witness

_____

Print or Type Name

Surety:

Affix Corporate Seal

By: _____

Print Name:

Print Title:

_____

Witness

_____

Print or Type Name

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

_____

as principal, and _____ a Corporation organized and existing under the laws of the state of _____, and duly authorized to do business in the State of New Jersey, as Surety, are held and firmly bound unto the _____ as Owner, in the penal sum of _____

_____

(10% of the Final Contract Amount)

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above named principal did on the _____ day of _____, 20___ , enter into a Contract with the Owner for_____

_____

_____

(Project Name)

which said Contract is made a part of this bond the same as though set forth herein.

NOW, if the said principal shall remedy without cost to the Owner any defects which may develop during the two (2) year Maintenance Period of the work performed under the said Contract, provided such defects, in the judgment of the Owner are caused by defective or inferior materials or workmanship, then this obligation shall be void, otherwise it shall be and remain in full force and effect. The two (2) year period shall commence on the date established in the Certificate of Substantial Completion.

The said Surety hereby stipulates and agrees that no modifications, deletions or additions in or to the terms of the said Contract or the plans or specifications therefor shall in any way affect its obligations on this bond.

Signed and Sealed this _____ day of _____, 20__.

_____
(Principal) (Seal)

_____
(Witness)

_____
(Title)

_____
(Surety) (Seal)

_____
(Witness)

_____
(Title)