

Bear Brook Road Roadway Reconstruction

BID DOCUMENT SUBMISSION CHECKLIST
TOWNSHIP OF WEST WINDSOR
 (Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute		Bidder: Initial each item Submitted with Bid
<input checked="" type="checkbox"/>	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	
<input checked="" type="checkbox"/>	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
<input checked="" type="checkbox"/>	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
<input checked="" type="checkbox"/>	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
<input checked="" type="checkbox"/>	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid		Bidder: Initial each Item Submitted w/ Bid
<input checked="" type="checkbox"/>	Bid Document Submission Checklist	
<input checked="" type="checkbox"/>	Completed and signed Bid Forms and Items	
<input checked="" type="checkbox"/>	Acknowledgement of receipt of changes to Bid document Form (if required)	
<input checked="" type="checkbox"/>	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	
<input checked="" type="checkbox"/>	Contractors Qualification Questionnaire	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit (must be notarized)	
<input checked="" type="checkbox"/>	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	
<input checked="" type="checkbox"/>	Hold Harmless Agreement	
<input checked="" type="checkbox"/>	Prevailing Wage Affidavit	
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
<input checked="" type="checkbox"/>	Americans with Disabilities Act	

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
<input checked="" type="checkbox"/>	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	
<input checked="" type="checkbox"/>	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	
<input checked="" type="checkbox"/>	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	
<input checked="" type="checkbox"/>	Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities In Iran	

Bear Brook Road Roadway Reconstruction

D. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: **Top Line Construction, Corp.**

By Authorized Representative: **Steve Castela, President**

Signature: 

Print Name and Title: **Steve Castela, President**

Date Signed: **8/2/23**

Bear Brook Road Roadway Reconstruction**BID FORM and BID ITEMS**

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP**
Bear Brook Road
Roadway Reconstruction

This Bid will not be accepted after **2:30 pm** prevailing time on August 2, 2023 at which time all Bids will be publicly opened and read.

Top Line Construction, Corp.

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

Bear Brook Road Roadway Reconstruction

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

The Undersigned understands that this project is being completed with funds from the New Jersey Department of Transportation and must submit all relevant forms and contract documents.

BASE BID

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Division 1 Section 01601 NJDOT # 154003P	MOBILIZATION LUMP SUM @ \$ <u>30,000.00</u> <u>thirty thousand dollars</u> (Write out price)	<u>30,000.00</u>
2	Special Conditions Division 1 NJDOT # 160007M	ASPHALT PRICE ADJUSTMENT 1,600 DOLLARS @ \$1.00 PER DOLLAR One Dollar and Zero Cents (Write out price)	<u>\$1,600.00</u>
3	Division 1 NJDOT # 160004M	FUEL PRICE ADJUSTMENT 1,000 DOLLARS @ \$1.00 PER DOLLAR One Dollar and Zero Cents (Write out price)	<u>\$1,000.00</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
4	NJDOT # 159003M	BREAKAWAY BARRICADE (IF AND WHERE DIRECTED) 30 UNITS @ \$ <u>.01</u> PER UNIT <u>one cent</u> (Write out price)	<u>.30</u>
5	Division 2 NJDOT # 159009M	TRAFFIC CONE (IF AND WHERE DIRECTED) 60 UNITS @ \$ <u>.01</u> PER UNIT <u>one cent</u> (Write out price)	<u>.60</u>
6	Division 2 NJDOT # 159006M	DRUM (IF AND WHERE DIRECTED) 70 UNITS @ \$ <u>.01</u> PER UNIT <u>one cent</u> (Write out price)	<u>.70</u>
7	Division 2 NJDOT # 159012M	CONSTRUCTION SIGNS (IF AND WHERE DIRECTED) 80 SQUARE FEET @ \$ <u>15.75</u> PER SQUARE FOOT <u>fifteen dollars seventy five cents</u> (Write out price)	<u>1,260.00</u>
8		BREAKAWAY SIGN POST, TRAFFIC CONTROL (IF AND WHERE DIRECTED) 11 UNITS @ \$ <u>.01</u> PER UNIT <u>one cent</u> (Write out price)	<u>.11</u>
9	NJDOT # 159135M	TEMPORARY PAVEMENT MARKERS (IF AND WHERE DIRECTED) 2,500 UNITS @ \$ <u>.01</u> PER UNIT <u>one cent</u> (Write out price)	<u>25.00</u>
10		UNIFORM TRAFFIC CONTROL OFFICER (NJDOT NOT PARTICIPATING IN THIS ITEM) 320 HOURS @ \$ 135.00 PER HOUR <u>One Hundred Thirty Five Dollars and Zero Cents</u> (Write out price)	<u>\$43,200.00</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
11		POLYMERIZED JOINT ADHESIVE 445 LINEAR FEET @ \$ <u>1.65</u> PER LINEAR FOOT NJDOT # 401027M <u>one dollar sixty five cents</u> (Write out price)	<u>734.25</u>
12		HMA MILLING 2" 23,449 SQUARE YARDS @ \$ <u>6.20</u> PER SQUARE YARD NJDOT # MMR078M <u>Six dollar twenty cents</u> (Write out price)	<u>145,383.80</u>
13		5" HOT MIX ASPHALT PAVEMENT REPAIR (IF AND WHERE DIRECTED) 3.157 SQUARE YARDS @ \$ <u>.01</u> PER SQUARE YARD NJDOT # 401021M <u>one cent</u> (Write out price)	<u>31.57</u>
14		HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE 2,831 TONS @ \$ <u>104.04</u> PER TON NJDOT # 401042M <u>one hundred four dollars six cents</u> (Write out price)	<u>294,593.80</u>
15		TACK COAT 2,348 GALLONS @ \$ <u>.01</u> PER GALLON NJDOT # 401030M <u>one cent</u> (Write out price)	<u>23.48</u>
16		REMOVE CONCRETE SIDEWALK 1,406 SQUARE FEET @ \$ <u>.01</u> PER SQUARE FOOT <u>one cent</u> (Write out price)	<u>14.06</u>
17		REMOVE HOT MIX ASPHALT SIDEWALK 3,423 SQUARE FEET @ \$ <u>.01</u> PER SQUARE FOOT <u>one cent</u> (Write out price)	<u>34.23</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
18	NJDOT # 606012P	CONCRETE SIDEWALK, 4" THICK 5,004 SQUARE FEET @ \$ <u>10.00</u> PER SQUARE FOOT <u>Ten dollars</u> (Write out price)	<u>50,040.00</u>
19	NJDOT # 302051P	DENSE GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS (IF AND WHERE DIRECTED) 150 CUBIC YARDS @ \$ <u>.01</u> PER CUBIC YARD <u>one cent</u> (Write out price)	<u>1.50</u>
20	NJDOT # 607021P	6"X8"X18" CONCRETE VERTICAL CURB (REMOVE AND REPLACE) 720 LINEAR FEET @ \$ <u>40.00</u> PER LINEAR FOOT <u>Forty dollars</u> (Write out price)	<u>28,800.00</u>
21	NJDOT # 606084P	DETECTABLE WARNING SURFACE 258 SQUARE FEET @ \$ <u>16.80</u> PER SQUARE FOOT <u>Sixteen dollars eighty cents</u> (Write out price)	<u>4,334.40</u>
22	NJDOT # 612003P	REGULATORY AND WARNING SIGN 15 SQUARE FEET @ \$ <u>47.25</u> PER SQUARE FOOT <u>fourty seven dollars twenty five cents</u> (Write out price)	<u>708.75</u>
23		BREAKAWAY SIGN POST AND HARDWARE 3 UNITS @ \$ <u>157.50</u> PER UNIT <u>one hundred fifty seven dollars fifty cents</u> (Write out price)	<u>472.50</u>
24	NJDOT # 610003M	TRAFFIC STRIPES, 4" YELLOW 10,031 LINEAR FEET @ \$ <u>.53</u> PER LINEAR FOOT <u>Fifty three cents</u> (Write out price)	<u>5,316.43</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
25	NJDOT # 610007M	TRAFFIC STRIPES, 8" WHITE 1,590 LINEAR FEET @ \$ 1.00 PER LINEAR FOOT <u>one dollar</u> (Write out price)	<u>1590.00</u>
26	NJDOT # 610017M	TRAFFIC MARKING LINES, 24" WHITE 969 LINEAR FEET @ \$ 5.25 PER LINEAR FOOT <u>Five dollars twenty five cents</u> (Write out price)	<u>5087.25</u>
27	NJDOT # 610017M	TRAFFIC MARKING LINES, 24" YELLOW 54 LINEAR FEET @ \$ 5.25 PER LINEAR FOOT <u>Five dollars twenty five cents</u> (Write out price)	<u>283.50</u>
28	NJDOT # 610009M	TRAFFIC MARKINGS, ONLY WHITE 484 SQUARE FEET @ \$ 7.35 PER SQUARE FOOT <u>Seven dollars thirty five cents</u> (Write out price)	<u>3557.40</u>
29	NJDOT # 610009M	TRAFFIC MARKINGS, ARROW WHITE 690 SQUARE FEET @ \$ 7.35 PER SQUARE FOOT <u>Seven dollars thirty five cents</u> (Write out price)	<u>5,071.50</u>
30		GROUND MOUNTED FLEXIBLE DELINEATOR, WHITE 20 UNITS @ \$ 204.75 PER UNIT <u>two hundred four dollars seventy five cents</u> (Write out price)	<u>4,095.00</u>
31		GROUND MOUNTED FLEXIBLE DELINEATOR, YELLOW 11 UNITS @ \$ 204.75 PER UNIT <u>two hundred four dollars seventy five cents</u> (Write out price)	<u>2,252.25</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
32		REMOVE AND REPLACE SPLIT RAIL FENCE 52 LINEAR FEET @ \$ <u>67.14</u> PER LINEAR FOOT <u>Sixty seven dollars fourteen cents</u> (Write out price)	<u>3,491.28</u>
33	NJDOT # 603006P	CONCRETE SLOPE GUTTER, 6" THICK 68 SQUARE YARDS @ \$ <u>127.73</u> PER SQUARE YARD <u>one hundred twenty seven dollars seventy three cents</u> (Write out price)	<u>8,685.64</u>
34		INLET REPAIR 19 UNITS @ \$ <u>619.55</u> PER UNIT <u>Six hundred nineteen dollars fifty five cents</u> (Write out price)	<u>11,771.45</u>
35	NJDOT # 602213M	REMOVE AND REPLACE CURB PIECE, ECO HEAD 19 UNITS @ \$ <u>417.74</u> PER UNIT <u>four hundred seventeen dollars seventy four cents</u> (Write out price)	<u>7,937.06</u>
36		SOLAR POWERED BI-DIRECTIONAL RECTANGULAR RAPID FLASHING BEACON (RRFB), COMPLETE 4 UNITS @ \$ <u>12,037.05</u> PER UNIT <u>twelve thousand thirty seven dollars five cents</u> (Write out price)	<u>48,148.20</u>
TOTAL PRICE BASE BID (Items 1-36) <u>seven hundred nine thousand five hundred forty six dollars seven cents</u> (TOTAL AMOUNT BASE BID WRITTEN IN WORDS)			<u>109,546.07</u>

Bear Brook Road Roadway Reconstruction

<u>SPEC. REFER.</u>	<u>BRIEF DESCRIPTION OF ITEM &</u>	
<u>ITEM #</u>	<u>FOR PAYMENT</u>	<u>PRICE IN WORDS AND FIGURES</u>
		<u>EXTENSION</u>

If a Corporation,

Name of Contractor Top Line Construction, Corp.

Signature of Bidder 

Name Title **Steve Castela, President**

Business Address TOP LINE CONSTRUCTION CORP.
22 FIFTH STREET
SOMERVILLE, NJ 08876

Incorporated under the Laws of the State of NJ

President Steve Castela, President
(Name) (Title)

Secretary Mark Castela, Secretary
(Name) (Title)

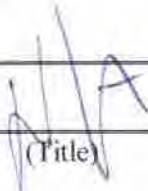
Treasurer Steve Castela
(Name) (Title)

Dated: 8-2-23

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization.

Name of Company _____

Signature of Bidder 
(Name) (Title)

Names and Addresses of Members of Company

Bear Brook Road Roadway Reconstruction

ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

**TOWNSHIP OF WEST WINDSOR
BEAR BROOK ROAD
ROADWAY RECONSTRUCTION**

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 local unit'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.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick- up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by Bidder

Name of Bidder: **Top Line Construction, Corp.**

By Authorized Representative: _____

Signature: _____

Print Name and Title: **Steve Castela, President**

Bear Brook Road Roadway Reconstruction

Date:

8/2/23

Bear Brook Road Roadway Reconstruction**SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS**

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

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

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

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

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

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

Bear Brook Road Roadway Reconstruction

LIST OF SUBCONTRACTORS

TITLE OF BID: Bear Brook Rd Rdwy Recon. NAME OF BIDDER: Top Line Construction, Corp.

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
	NA			

Plumbing and Gas Fitting and All Kindred Work:

Name NONE Phone # _____

Address _____

License Number _____

Electrical Work:

Name NONE Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name NONE Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name NONE Phone # _____

Address _____

Bear Brook Road Roadway Reconstruction

**BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT
DEBARRED, SUSPENDED AND DISQUALIFIED
BY THE STATE OF NEW JERSEY**

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Steve Castala of the Municipality of Somerville in the County of Somerset and the State of NJ of full age, being duly sworn according to the law on my oath depose and say that:

I am President, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

Top Line Construction, Corp.

Name of Contractor (Type or Print)

Signature/Title

Steve Castala, President

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

2nd Day of August, 2023

Notary Public

My Commission Expires

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 1-23-91

Name and address of Officers: Top Line Construction, Corp.

President: Steve Castela, President, 190 Stanton Rd, Lebanon, NJ 08833

Vice President: Mark Castela, Vice President, 1016 Ceim Rd, Bridgewater, NJ 08807

Secretary: Mark Castela, Secretary

Treasurer: Steve Castela

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name?

32 yrs.

2. How many years' experience in this type of construction work has your organization had?

32 yrs.

3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ _____	<u>See attached</u>	_____
B.	\$ _____		_____
C.	\$ _____		_____
D.	\$ _____		_____
E.	\$ _____		_____

Names, Addresses and Telephone Numbers of References for the items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>See attached</u>	_____
B.		_____
C.		_____
D.		_____
E.		_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No

Bear Brook Road Roadway Reconstruction

If so, where and why?

N/A

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)?

No

If so, where and why?

N/A

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)?

No

If so, where and why?

N/A

6. Give list of uncompleted contracts presently held by you:

Name of Contract	Contracting Agency	Amount
	See attached	\$
		\$
		\$
		\$

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

\$ 31,000,000.00

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

Please refer to the attached equipment list which is all owned & operated by Top Line Construction Corp.

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

Bear Brook Road Roadway Reconstruction

See attached

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

- 1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
- 2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
- 3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
- 4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ _____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
Name

Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____ for (Project) _____

is awarded to (Bidder) _____ the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20 _____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

Bear Brook Road Roadway Reconstruction

NON-COLLUSION AFFIDAVIT

STATE OF NJ :
COUNTY OF MERCER : SS: West Windsor Twp.

I, **Steve Castela, President** of the (City, Town, Township, Borough, etc.)
of Somerville in the County of Somerset and
the State of NJ of full age, being duly sworn
according to law on my oath depose and say that:

I am President

of the firm of **Top Line Construction, Corp.**
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the Twp of West Windsor relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) 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:

Top Line Construction, Corp.

(Name of Bidder)

(Also type or print name of affiant under signature)
Steve Castela, President

Subscribed and sworn to before me this
2nd day of August, 2023

Notary Public of NJ

My commission expires _____
CYNTHIA WHITESELD
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

Bear Brook Road Roadway Reconstruction

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: TOP LINE CONSTRUCTION CORP.
Organization 22 FIFTH STREET
Address: SOMERVILLE, NJ 08876

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 ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (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 ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

Bear Brook Road Roadway Reconstruction

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

Name of Individual or Business Entity	Address
Steve Castela, President	190 Stanton Rd., Lebanon, NJ 08833
Mark Castela, Secretary	1016 Ceim Rd., Bridgewater, NJ 08807

Part III DISCLOSURE OF TEN (10%) PERCENT 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 ten (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 ten (10%) percent 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 ten (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 ten (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.**

Bear Brook Road Roadway Reconstruction

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

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 Township of West Windsor 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 Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	Steve Castela, President
Signature:		Date:	8/2/23

Bear Brook Road Roadway Reconstruction**(REVISED 4/10)****EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 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 affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor or subcontractor 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 Department of Labor & Workforce Development (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

Bear Brook Road Roadway Reconstruction**EXHIBIT B** (Cont.)

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 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:

(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;

Bear Brook Road Roadway Reconstruction**EXHIBIT B (Cont.)**

(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) The Contractor or subcontractor agrees 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 and submitted promptly to 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

Bear Brook Road Roadway Reconstruction

EXHIBIT B (Cont.)

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 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.

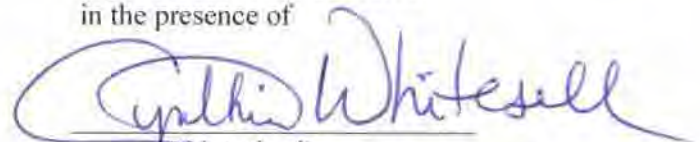
The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(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.

Signed by _____
Successful Bidder, Contractor

Steve Castela, President

Signed, sealed and delivered
in the presence of


(Notarized)

CYNTHIA WHITESELL
Notary Public, State of New Jersey
Commission # 2353998
My Commission Expires 12/29/2026

Bear Brook Road Roadway Reconstruction

AGREEMENT

This Contract made the _____ day of _____, 2023 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **Bear Brook Road Roadway Reconstruction**. Performance by the Contractor is to be completed not later than **45** calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account

Bear Brook Road Roadway Reconstruction

of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Section 4. Final Inspection and Payment.

Bear Brook Road Roadway Reconstruction

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975
(N.J.A.C. 17:27)

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

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 non-discrimination clause.

Bear Brook Road Roadway Reconstruction

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) 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 (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above,

Bear Brook Road Roadway Reconstruction

or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:

- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that 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 of 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 the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall

Bear Brook Road Roadway Reconstruction

be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

Bear Brook Road Roadway Reconstruction**Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)**

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *One Thousand Dollars (\$1,00.00) per day (revise per General Conditions 4.23 based on contract value)* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Section 10. General Conditions.

Bear Brook Road Roadway Reconstruction

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Gay Huber
Township Clerk

Hemant Marathe
Mayor

By:

Contractor

Bear Brook Road Roadway Reconstruction

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 2nd day of August, 2023

as a binding act in deed of

Top Line Construction, Corp.
 Name of Organization


 Authorized Signature & Title

Steve Castola, President
 Print Authorized Signature Name & Title

Bear Brook Road Roadway Reconstruction**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

Bear Brook Road Roadway Reconstruction

This PREVAILING WAGE AFFIDAVIT is signed this 2nd day of August, 2023

as a binding act in deed of

Top Line Construction, Corp.

Name of Organization



Authorized Signature & Title

Steve Castela, President

Print Authorized Signature Name & Title

Bear Brook Road Roadway Reconstruction

**NEW JERSEY STATUTORY
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

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 bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the 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 THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 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 by N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee 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 stipulates 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 bonds.

Bear Brook Road Roadway Reconstruction

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A: 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

Bear Brook Road Roadway Reconstruction

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

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 bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the 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 THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and 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 stipulates 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 bonds.

Bear Brook Road Roadway Reconstruction

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A: 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

Bear Brook Road Roadway Reconstruction

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

(Here insert the name or legal title and address of OWNER)

as OBLIGEE, in the full and just several sums of _____

Dollars (\$ _____) for maintenance, lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated _____, 20_____, (hereinafter called the CONTRACT) for _____,

Which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part thereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which may develop during a period of two (2) years from the date of completion, and acceptance of the WORK performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the

Bear Brook Road Roadway Reconstruction

PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ (SEAL)

(Individual or Partnership Principal)

_____ (Address)(Business Address)

_____ (SEAL)

(Individual or Partnership Principal)

_____ (Address)(Business Address)

Witness: _____

Attest: _____

(Corporate PRINCIPAL)

(Business Address)

BY: _____

(Affix Corporate Seal)

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

(Individual, Partner, or duly authorized representative of Corporate Contractor)

Of _____
(Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

(Project)

With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: _____

SS:

COUNTY OF: _____

On this _____ day of _____, 20____, before me personally came

and appeared _____ to me known, who,

being by me duly sworn, did depose and say that he resides at _____

_____ and

that he is the _____ of _____;

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Bear Brook Road Roadway Reconstruction

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

_____(SEAL)

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Full Name)

Of _____ (Company and Street Address)

_____ County and State of _____

does hereby acknowledge that he has received this _____ day of _____

and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

_____ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT, between the said _____ (Contractor)

And Owner, the Township of West Windsor dated _____, 20____. (Owner)

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said CONTRACT dated _____, 20____, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution. claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

Bear Brook Road Roadway Reconstruction

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed on this _____ day of _____, 20_____.

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____ (SEAL)
(PARTNER)

Attest: _____ (SEAL)

BY: _____ (SEAL)
(SECRETARY, PRESIDENT OR VICE PRESIDENT)

(CORPORATE SEAL)

Bear Brook Road Roadway Reconstruction

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

	Name	Not Registered	Registration Number
Bidder	Top Line Construction, Corp.	<input type="checkbox"/>	<u>0573860</u>
(Subcontractor)	<u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>
(Subcontractor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Subcontractor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(Subcontractor)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Subscribed and sworn
Before me this 2nd day
Of August 2023




Signature
Steve Castela, President

Notary Public of NJ

Name and Title
(type or print)

My Commission Expires _____



**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

Bear Brook Road Roadway Reconstruction

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

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

	Name	Not Registered	Registration Number
Bidder	<u>Top Line Construction, Corp.</u>	<u> </u>	<u>614639</u>
(Subcontractor)	<u>N/A</u>	<u> </u>	<u> </u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>

Subscribed and sworn
Before me this 2nd day
of August 2023



Notary Public of NJ



Steve Castela, President
Name and Title
(type or print)

My Commission Expires

CYNTHIA WHITESELL
 Notary Public, State of New Jersey
 Commission # 2353998
 My Commission Expires 12/29/2026

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Steve Castela, President

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

Bear Brook Road Roadway Reconstruction

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

NA

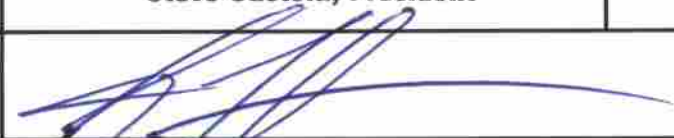
Bear Brook Road Roadway Reconstruction

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Steve Castela, President	Title		
Signature			Date	8/2/23

Bear Brook Road Roadway Reconstruction

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by _____
Successful Bidder / Contractor
Steve Castela, President

Signed, sealed and delivered
in the presence of

CYNTHIA WHITESELL
(Notary Public, State of New Jersey)
Commission # 2353998
My Commission Expires 12/29/2028

Bear Brook Road Roadway Reconstruction

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Bear Brook Road Roadway Reconstruction

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**


N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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	TOP LINE CONSTRUCTION CORP.
Physical Address of Individual or Organization	22 FIFTH STREET SOMERVILLE, NJ 08876
Unique Entity ID (if applicable)	623378940
CAGE/NCAGE Code (if applicable)	7D4M8
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 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 West Windsor Township 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 West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Steve Castela, President	Title:	
Signature:		Date:	8/2/23

Bear Brook Road Roadway Reconstruction

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	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	
Physical Address	

OR

<input checked="" type="checkbox"/>	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)

<input type="checkbox"/>	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 the organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	

OR

Bear Brook Road Roadway Reconstruction

<input type="checkbox"/>	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 **West Windsor Township** 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 to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Castela, President	Title:	
Signature:			Date: 8/2/23

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	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	Physical Address

Add additional sheets if necessary

Bear Brook Road Roadway Reconstruction

OR	
<input checked="" type="checkbox"/>	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)

<input type="checkbox"/>	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	Physical Address
	NA

****Add additional Sheets if necessary****

OR

<input type="checkbox"/>	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

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 turn 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 West Windsor Township 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 West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Steve Castela, President	Title:	
Signature:		Date:	8/2/23

Bear Brook Road Roadway Reconstruction



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT / BID SOLICITATION TITLE

Bear Brook Rd Rdwy Reconstruction

CONTRACT / BID SOLICITATION No.

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

NA

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative

Steve Castela, President

Print Name and Title of Vendor's Authorized Representative

Date 8/2/22

TOP LINE CONSTRUCTION CORP. 22 FIFTH STREET SOMERVILLE, NJ 08876

Vendor Name

Vendor Address (Street Address)

Vendor Address (City/State/Zip Code)

908-231-7570

908-231-7402

scastela@toplineconstruction.com

Vendor Phone Number Vendor Fax Number Vendor Email Address for Authorized Representative

1 Engaged in prohibited activities in Russia or Belarus means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Bear Brook Road Roadway Reconstruction

BID BOND

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

Top Line Construction Corp. as Principal, and Great American Insurance Company as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of

10% of Bid Amount Not to Exceed \$20,000.00 (\$) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 1st day of August, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Windsor a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

Bear Brook Road Roadway Reconstruction

NOW THEREFORE,

- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

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 Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: [Signature]
Witness

Top Line Construction Corp.
Principal

[Signature]
Steve Castela, President

Great American Insurance Company
Surety

BY: [Signature]
Witness
Laura Renne

[Signature]
Atorney-in-Fact
Lisa Nosal, Atty-In-Fact

Bear Brook Road Roadway Reconstruction

CONSENT OF SURETY

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ 1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

Great American Insurance Company Insurance Company,
Name
301 E. Fourth Street, Cincinnati, OH 45202
Address

exists under the laws of the State of ^{Ohio} ~~New Jersey~~ and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) Township of West Windsor for (Project) Bear Brook Road Roadway Reconstruction

is awarded to (Bidder) Top Line Construction Corp. the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 1st day of August, 20 23.

Great American Insurance Company INSURANCE COMPANY
(Name)

By [Signature]
(Name)

Lisa Nosal, Atty-In-Fact **Attorney in Fact**

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 20526

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DONALD GOETZ	ALL OF	ALL
ROBERT CULNEN	MENDHAM, NEW JERSEY	\$100,000,000
MARK CULNEN		
LISA NOSAL		
LOUIS VLAHAKES		
QUINTIN PETTY		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16TH day of DECEMBER 2020

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16TH day of DECEMBER

2020, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal, that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 1st day of August 2023



My L C. B.

Assistant Secretary



Great American Insurance Group Tower
301 E. Fourth St
Cincinnati, OH 45202

GREAT AMERICAN INSURANCE COMPANY

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2022**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds	\$ 5,473,101,482	Unpaid losses and loss expenses	\$ 5,386,173,107
Stocks	1,291,825,478	Reserve for underwriting expenses	394,981,321
Mortgage loans on real estate	747,159,419	Reserve for unearned premiums	1,852,957,836
Real estate (net of encumbrances)	2,157,159	Ceded reinsurance premiums payable	196,030,365
Cash and short-term investments	281,942,115	Funds held under reinsurance treaties	765,516,543
Other invested assets	2,065,262,544	Provision for reinsurance	49,361,400
Receivable for securities	909,672	Retrospective reinsurance ceded	(68,612,034)
Investment income due and accrued	47,500,889	Other liabilities	184,945,627
Agents' and premium balances	798,036,114	Total liabilities	8,771,366,145
Reinsurance recoverable on loss payments	160,244,314		
Federal income taxes	18,043,725	Capital stock	\$ 15,440,600
Net deferred tax asset	61,034,209	Paid in surplus	895,823,901
Receivable from affiliates	12,299,832	Special surplus funds	58,355,100
Receivable from Federal Crop Insurance Corporation	644,298,925	Unassigned funds	2,190,373,926
Company owned life insurance	202,710,992	Policyholders surplus	3,160,003,521
Funds held as collateral	57,088,887		
Funded deductibles	25,791,907		
Other admitted assets	42,364,009		
Total	\$ 11,931,369,672	Total	\$ 11,931,369,672

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners

STATE OF OHIO
COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio, that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws, that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (95 Stat. 1047 as amended, 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2022.

Subscribed and sworn to before me

this 26th day of February, 2023

Holly M. Clayton
Public Notary

HOLLY M. CLAYTON
Notary Public, State of Ohio
My Commission Expires April 28, 2025



Robert J. Schwartz
Controller
Stephen Beraha
Assistant Secretary



SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. 9305)

(name of surety(ies)) GREAT AMERICAN INSURANCE COMPANY

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

(1) The surety(ies) meets (meet) the applicable capital and 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 capital 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 amounts as of the calendar year ended December 31, 2022 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified on a Consolidated Certification by Ernst & Young LLP, 250 E. 5th Street, Cincinnati, Ohio 45202 and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>SURETY COMPANIES(Y)</u>	<u>CAPITAL AND SURPLUS</u>
Great American Insurance Company	\$ 3,160,003,527

(3) 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 on July 1, 2022 (most recent calendar year available) is as follows:

<u>SURETY COMPANIES(Y)</u>	<u>LIMITATION</u>
Great American Insurance Company	\$305,096,000

(4) The amount of the bond to which the statement and certification is attached is \$ 10% of bid amount not to exceed \$20,000,000 (fill in bond amount)

(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 item (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 the reinsurer's participation in the contract is as follows:

<u>REINSURER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
------------------	----------------	---------------

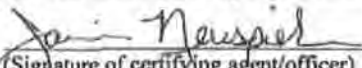
and:

(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 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 public agency.

CERTIFICATE

(to be completed by an authorized certifying agent for each surety on the bond)

I, Jamie Neuspickle, as Divisional Vice President - Bond Division for Great American Insurance Company, a corporation domiciled in Ohio, 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 made by me are false, this bond is VOIDABLE.


 (Signature of certifying agent/officer)
 Jamie Neuspickle
 (Printed name of certifying agent/officer)
 Vice President
 (Title of certifying agent/officer)

Dated: August 1, 2023
(fill in month, day, year)



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **16691**

THIS IS TO CERTIFY THAT THE **GREAT AMERICAN INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: GREAT AMERICAN INSURANCE COMPANY NAIC COMPANY CODE: 16691

STATUTORY HOME ADDRESS:

**301 E FOURTH STREET
CINCINNATI, OH 45202**

Certificate Number
614639

Registration Date: 05/13/2022
Expiration Date: 05/12/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

Responsible Representative(s):
Steve Castela, President

Responsible Representative(s):
Mark Castela, Vice-President



Robert Asaro-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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TOP LINE CONSTRUCTION CORP.

Trade Name:

Address: 22 FIFTH STREET
SOMERVILLE, NJ 08876

Certificate Number: 0573860

Effective Date: February 25, 1991

Date of Issuance: April 23, 2015

For Office Use Only:

20150423122259412

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N. J. 08695

The person, partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N. J. S. A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

TOP LINE CONSTRUCTION CORP.
22 FIFTH ST.
SOMERVILLE NJ 08876

Tax Registration No. xxx-xxx-346/000

Tax Effective Date: 04-01-10

Document Locator No.: B0000313486

Date Issued: 10-12-10

Michael J. King
Acting Director, Division of Taxation

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



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 TOP LINE CONSTRUCTION CORP. 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: 1/26/2021
Certification Number: A0137-43

Expiration: 1/26/2024



State of New Jersey

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

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

March 8, 2023

Ms. Bonnie Wilson
D/ESBE Officer
Top Line Construction Corp.
22 Fifth Street
Somerville, NJ 08876

Dear Ms. Wilson:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning, March 8, 2023 and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

Vicki Tilghman-Ansley
Director
Division of Civil Rights and Affirmative Action

VT-A/smm
c: File

TOP LINE CONSTRUCTION, CORP.
SHAREHOLDER'S DISCLOSURE

<u>NAME:</u>	STEVE CASTELA, PRESIDENT/TREASURER
<u>ADDRESS:</u>	190 STANTON ROAD, LEBANON, NJ 08833
<u>PERCENTAGE OWNED:</u>	50%

<u>NAME:</u>	MARK CASTELA, VICE PRESIDENT/SECRETARY
<u>ADDRESS:</u>	1016 CRIM ROAD, BRIDGEWATER, NJ 08807
<u>PERCENTAGE OWNED:</u>	50%



TOP LINE

CONSTRUCTION CORP.

22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
FAX (908) 231-7402

Steve Castela, 50%, President/Treasurer of Top Line Construction Corp., 24 years of construction experience in various and management capacities.

Mark Castela, 50%, Vice President/Secretary of Top Line Construction Corp., 24 years of construction experience in various and management capacities.



TOP LINE
CONSTRUCTION CORP.

22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
FAX (908) 231-7402

RESOLUTION TO SIGN AND SUBMIT DOCUMENTS

TOP LINE CONSTRUCTION CORP.

Resolved, the following named officers/shareholders/owners:


Steve Castela, President, Treasurer


Mark Castela, Vice President, Secretary

Be and hereby are authorized and empowered to sign and submit all bids or proposals and further that said officers/shareholders/owners are authorized to execute contracts or any other agreements or bonds or statements necessary for the fulfillment of obligations incurred by the acceptance of the owners and/or engineers of the bid or proposal.

Top Line Construction Corp. hereby certifies that the above constitutes a true copy of a Resolution passed and approved on January 6, 2017 by all of the following signed shareholders.

Date of Resolution: January 6, 2017


Shareholder - Steve Castela


Shareholder - Mark Castela



TOP LINE

CONSTRUCTION CORP.

HEAVY EQUIPMENT - HEAVY EQUIPMENT - HEAVY EQUIPMENT

HEAVY EQUIPMENT LIST			
#	MAKE	MODEL	YEAR
BACKHOES			
B12	CAT	420EIT	2007
B13	John Deere	410J	2012
B14	CAT	420FIT	2013
B15	John Deere	410K	2015
B16	CAT	420FIT	2016
B17	Case	580SN Loader	2016
B18	CAT	420F2 IT Loader	2018
B19	Case	580SN Loader	2018
B20	Caterpillar	420XEIT	2020
B21	John Deere	410L	2021
B22	Case	580SN Loader	2023
DOZERS			
D1	CAT	D4GXL	2003
EXCAVATORS			
E1	Komatsu	PC150LC-6K	1998
E3	Komatsu	PC228USLC-3EO	2006
E4	Komatsu	PC138USLC-8	2008
E5	Komatsu	PC55MR-3	2011
E6	Komatsu	PC55MR-3	2011
E7	Komatsu	PC88MR-10	2017
E8	Komatsu	PC55MR-5	2022
ROLLERS			
R1	Wacker	RD-11	2002
R6	Ingersl Rand	DD-70	2006
R9	CAT	CB-34	2011
R10	Hamm	HD120VV	2012
R11	Hamm	HD120IVO	2015
R12	Caterpillar	CB-64B	2017
R13	Hamm	HD14IVV	2017
R14	Wacker	RD12A	2018
R15	CAT	CB-64B	2015
R16	Hamm	HD12VV	2018
R17	CAT	CB10	2021
R18	Wacker	RTLX-5C3	2021
LOADERS			
L1	CAT	950	1995
L2	CAT	928 G	2005
MILLERS			
M4	Wirtgen	W250	2012
M5	Wirtgen	W210i	2015
M6	Wirtgen	W250	2019
M7	Wirtgen	W250Fi	2021
PAVERS			
P4	Caterpillar	AP1055F	2017
P5	Caterpillar	AP655D	2015
P6	Caterpillar	AP1055F	2021
SKIDSTEERS			
S1	CAT	262C	2007



PROJECT REFERENCES

PROJECT	OWNER	CONTRACT VALUE	CONTACT	AFFILIATION	PHONE NUMBER
2021 Capital Roadway Paving Project	Hillsborough Township	\$1,600,882.98	Tom Belanger	Township of Hillsborough	(908) 369-1313
2021 Maintenance Contract Edwards Road Improvement Program	Port Newark Container Terminal	\$2,801,580.11	George Stavrou	Port Newark Container Terminal	(973) 522-4731
Mt. Hope Avenue Route 57, from Route 22 to Route 31 Contract #00143720	Parsippany-Troy Hills Township	\$1,273,194.03	Paul Niehoff	Parsippany -Troy Hills Township	(973) 263-7266
	Morris County	\$1,366,084.67	Thomas Stankard	Morris County	(973) 285-6323
	New Jersey Department of Transportation	\$8,386,038.00	Gary Warga	Van Cleef Engineering	(908) 454-3080



TOP LINE

CONSTRUCTION CORP.

22 FIFTH STREET
SOMERVILLE, NJ 08876
(908) 231-7570
FAX (908) 231-7402

Credit and Trade References

Tax Identification #: 223089346
Date Incorporated: 1/23/1991
State Incorporated: New Jersey

Officers/Owners:

President: Steve Castela Email Address: scastela@toplineconstruction.com
Owner: 50%
190 Stanton Road, Lebanon, NJ 08833

Vice Pres: Mark Castela Email Address: mcastela@toplineconstruction.com
Owner: 50%
1016 Crim Road, Bridgewater, NJ 08807

Bank Information:

TD Bank: 560 Route 22 East, Bridgewater, NJ 08807
Kyle Kudla: 908-947-4070 (phone) 908-947-4053 (fax)

Insurance Agency:

The Hamilton Group LLC: 3 Wing Drive, Cedar Knolls, NJ 07927
David Page: 973-292-2292 (phone) 973-292-2443 (fax)

Bonding Company:

Great American Insurance Co.: 580 Walnut Street, Cincinnati, OH 45202-3180
(Agent: G & G Consultants, LLC, 4043 Breaknock Road, Bumpass, VA 23024)

Trade References:

1. Weldon Materials: 141 Central Avenue, Westfield, NJ 07090
Phone: 908-233-4444 Fax: 908-233-8486
2. Stavola Construction Materials: PO Box 482, Red Bank, NJ 07701
Phone: 732-542-2328 Fax: 732-356-4284
3. Trap Rock Industries, Inc. PO Box 419, Kingston, NJ 08528
Phone: 609-924-0300 Fax: 609-252-8817
4. Tilcon New York, Inc.: 625 Mt. Hope Road, Wharton, NJ 07885
Phone: 800-789-7625 Fax: 908-325-0043



Work on Hand Schedule (Completed and Uncompleted Work)

Date of Report: 12/31/2022

Uncompleted Contracts									
Contract Description	Name of Owner or General Contractor	Contract Price Plus Change Orders	Original Estimated Cost Plus Cost of Change Order	Total Billed to Date (Incl. Retainage)	Total Billed to Date (Direct Cost)	Total Revenue (Estimated) Cost to Complete	Estimated Completion Date		
Bonded Contracts on Hand									
Chatham Borough	Woodland Road Preservation Project	\$290,075.14	\$242,560.83	\$0.00	\$0.00	\$242,560.83	4/30/2023		
Chester Borough	Main Street, Grove Street & Blvd Ave	\$347,016.31	\$283,026.50	\$0.00	\$0.00	\$283,026.50	5/31/2023		
Franklin Township (Hunterdon Cty)	Oak Grove Road Imp - Ph 1 & 2	\$489,586.23	\$393,026.93	\$0.00	\$0.00	\$393,026.93	5/31/2023		
Hopewell Township	2022 Road Maintenance Program	\$2,139,275.17	\$1,741,369.89	\$1,956,033.00	\$1,535,094.70	\$143,808.40	4/30/2023		
Lakewood Borough	Main Street Section 1 & 2 Phase 1 Im	\$185,805.61	\$145,709.38	\$0.00	\$0.00	\$145,709.38	4/30/2023		
North Plainfield	Main Ave Streetcap/Central Ave Rd	\$1,126,435.58	\$877,289.03	\$787,877.00	\$593,113.81	\$264,075.09	3/31/2023		
Mendham Borough	Florida Farm Road Improvements	\$344,629.66	\$266,054.10	\$90,518.26	\$62,066.47	\$190,174.00	5/31/2023		
Long Hill Township	2022 Capital Rd Improvements - Vark	\$867,301.29	\$760,200.55	\$803,869.89	\$698,434.17	\$125,046.59	4/30/2023		
Pennington Borough	West Franklin Avenue Reconstruction	\$645,930.39	\$554,208.27	\$0.00	\$0.00	\$554,208.27	5/31/2023		
Plainfield City of	West End & Grant Avenue Improveme	\$1,074,366.91	\$880,996.53	\$0.00	\$0.00	\$880,996.53	6/30/2023		
Paritan Borough	Imp to Meshan Ave, Helene Pl & Cen	\$533,855.49	\$445,902.33	\$301,904.61	\$180,817.02	\$251,467.17	5/31/2023		
Warren Township	King George Road Improvement Proj	\$234,845.44	\$192,573.26	\$40,688.00	\$37,861.91	\$151,458.40	4/30/2023		
Unbonded Contracts on Hand									
EUC Corp of New Jersey	DCH Brunswick Toyota	\$40,000.00	\$29,000.00	\$0.00	\$0.00	\$29,000.00	4/30/2023		
EUC Corp of New Jersey	Middlesex County College - North Hall	\$73,104.40	\$57,021.43	\$14,208.00	\$11,185.90	\$46,410.30	4/30/2023		
Fair-Gon Electric, Inc.	East Front Street Improvements	\$360,631.84	\$264,899.15	\$0.00	\$0.00	\$264,899.15	5/31/2023		
Fair-Gon Electric, Inc.	Modifications Int. Railway Ave & Hom	\$196,591.51	\$153,341.38	\$0.00	\$0.00	\$153,341.38	6/30/2023		
Kyle Conti Construction LLC	Hamilton St. Bridge over Robinson's E	\$46,526.60	\$34,862.32	\$0.00	\$0.00	\$34,862.32	4/30/2023		
Perillo Incorporated	Annexal Trade Center	\$4,044,590.25	\$3,377,232.86	\$304,381.98	\$290,390.41	\$3,123,073.51	6/30/2023		
Rentco, Inc.	Duck Farm Bridge	\$123,987.17	\$96,694.39	\$0.00	\$0.00	\$96,694.39	7/1/2023		
Sanitary Construction	B-76 Whole Sale Club & Gas Station	\$554,581.35	\$447,759.81	\$0.00	\$0.00	\$447,759.81	3/31/2023		
Sanitary Construction Company, Inc.	Valenti School	\$706,729.00	\$551,248.82	\$555,902.89	\$216,120.14	\$343,844.37	6/31/2023		
Tanco Construction, Inc.	Hoboken NW Resiliency Park	\$312,249.50	\$239,607.62	\$221,789.63	\$153,968.26	\$69,473.18	5/31/2023		
TOTALS		\$14,812,893.84	\$12,074,862.29	\$4,667,152.26	\$3,751,076.90	\$5,251,315.62			

Contracts Completed Since Last Report

Contract Description	Name of Owner or General Contractor	Final Contract Price	Total Cost	Gross Profit/Loss
		\$0.00	\$0.00	\$0.00
TOTALS				

Bonded Uncompleted Contracts \$4,469,051.56

Unbonded Uncompleted Contracts \$5,856,689.12

Total Uncompleted All Contracts \$10,125,740.68

Signed:
 Name: Steven Castela
 Title: President

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p style="text-align: center;">Top Line Construction Corp.</p> <p>2 Business name/disregarded entity name, if different from above</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> C Corporation</p> <p><input checked="" type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p style="text-align: center;">22 Fifth Street</p> <p>6 City, state, and ZIP code</p> <p style="text-align: center;">Somerville, NJ 08876</p> <p>7 List account number(s) here (optional)</p>
<p>Requester's name and address (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
2 2 - 3 0 8 9 3 4 6	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/1/2023
------------------	----------------------------	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate Number
653443

Registration Date: 09/28/2022
Expiration Date: 09/27/2024



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

Responsible Representative(s):
Andrew Altobelli, President

Straight Edge Striping LLC
2022

Handwritten signature of Robert Asaro-Angala.

Robert Asaro-Angala, 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.



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY

Trade Name:

Address: 201 WILTON AVE
MIDDLESEX, NJ 08846

Certificate Number: 1241139

Effective Date: June 05, 2006

Date of Issuance: May 13, 2019

For Office Use Only:

20190513095529551

A FAMILY OF SERVICES



201 Wilton Ave., Middlesex, NJ 08846
tel: 732 302-3007 • fax: 732 469-4813



**Straight Edge
Striping, LLC**

201 Wilton Ave., Middlesex, NJ 08846
tel: 732 302-3001 • fax: 732 469-4812



201 Wilton Ave., Middlesex, NJ 08846
tel: 732 302-3007 • fax: 732 469-4813

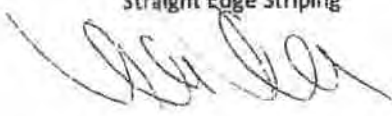


2020-2021 Jobs Straight Edge Striping

The following jobs have been performed and completed by Straight Edge Striping

1. American Asphalt	2020 Various Roads-Long Hill	\$ 33,398.00
2. Black Rock	Route 33 DP 18122	\$ 373,316.00
3. Butler Construction	Amazon-Hudson Valley NY	\$ 101,725.00
4. Conti Enterprises	Newark Airport Terminal A EWR 154.398	\$ 119,960.20
5. Della Pello	North Maint Contract DP 19415	\$ 557,108.00
6. Pillari Brothers	Walmart-Linden NJ	\$ 174,000.00
7. Sharp Management	Costco – Cherry Hill, NJ	\$ 83,373.00
8. Vollers	Ledgewood Mall	\$ 223,585.00
9. Whiting Turner	Various Target Stores	\$ 58,076.00

Straight Edge Striping



Andrew Altobelli
President

From: Cheryl Maxfield <cherylm@straightedgestriping.net>
Sent: Wednesday, December 16, 2015 4:10 PM
To: ccollins@toplineconstruction.com
Subject: Equipment List for Straight Edge Striping

Trucks:

F650 Thermoplastic Truck
F550 Pick up Truck
Isuzu Rack Truck

Cheryl Maxfield
Straight Edge Striping
223 East Main Street
Bound Brook, NJ 08805
T(732) 302-3001x10
F(732) 469-4812

Certificate Number
608420

Registration Date: 08/03/2022
Expiration Date: 08/02/2024



State of New Jersey

Department of Labor and Workforce Development
Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

Responsible Representative(s):
Kenneth Kida, President

Statewide Striping Corp
2022

Responsible Representative(s):
W. Robert Wilson, CFO

Robert Asaro-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.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

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

TAXPAYER NAME:
STATEWIDE STRIPING CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#
222-235-579/000

CONTRACTOR CERTIFICATION#
0103941

ADDRESS
499 POMEROY RD
PARSIPPANY NJ 07054-2811

ISSUANCE DATE:
10/15/01

EFFECTIVE DATE:
12/12/78

Patricia A. Chacchis
Director, Division of Revenue

FORM-BRC(08-01)

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

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-MAY-2019~~ to ~~15-MAY-2026~~

STATEWIDE STRIPING CORP.
499 POMEROY ROAD
PARSIPPANY NJ 07054



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

SUBCONTRACTOR EXPERIENCE STATEMENT

The Bidder shall furnish with the proposal a recent listing of similar type projects on which his proposed subcontractors have performed work (4 minimum).

- | | Approximate
Value |
|--|----------------------|
| (1) Name of Subcontractor: <u>STATEWIDE STRIPING</u> | |
| 1. Project Name/Owner: <u>BERGEN CO RESTRIP</u> | \$ <u>825,000</u> |
| Address: <u>70 ZABRISKIE ST</u>
<u>HACKENSACK</u> | |
| Contact Person: <u>BILLY THEIS</u> | |
| Phone Number: <u>201-646-2811</u> | |
| Scope: <u>RESTRIP VARIOUS ROADS</u>
<u>IN THE COUNTY</u> | |
| <hr/> | |
| 2. Project Name/Owner: <u>JERSEY CITY SOUTHWARD</u> | \$ <u>190,000</u> |
| Address: <u>13 LINDEN AVE JERSEY CITY</u> | |
| Contact Person: <u>JOE DZOUSA</u> | |
| Phone Number: <u>201-547-4412</u> | |
| Scope: <u>RESTRIP VARIOUS INTERSECTIONS</u>
<u>IN THE CITY USING THERMO</u> | |
| <hr/> | |
| 3. Project Name/Owner: <u>ESSEX CO 2016</u> | \$ <u>165,000</u> |
| Address: <u>500 BLOOMFIELD AVE</u>
<u>VERONA</u> | |
| Contact Person: <u>WILLIE RIGGICOTT</u> | |
| Phone Number: <u>973-226-8500</u> | |
| Scope: <u>MARK OUT AND STRIPE</u>
<u>NEW ROADS IN ESSEX CO</u> | |
| <hr/> | |
| 4. Project Name/Owner: <u>FRANK ROGERS BLVD HUDSON CO</u> | \$ <u>125,000</u> |
| Address: <u>595 CO AVE SECAUCUS</u> | |
| Contact Person: <u>JOSE SIGRAT</u> | |
| Phone Number: <u>201-369-4340</u> | |
| Scope: <u>MARK OUT AND STRIPE</u>
<u>NEW PAVEMENT USING THERMOPLASTIC</u> | |

2010 VEHICLE/EQUIPMENT STATEWIDE STRIPING

THRU	YEAR	MAKE	MODEL	DESCRIPTION	PLATE	VIN	TRUCK
DEC	2007	BMW	750I SPORT	4 Door Sedan		WBAHL835X7DT08826	BOB
JUNE	2007	CHEVY	K1500	SUBURBAN	MCV772	3GNFK16212G177226	BOB
JUNE	2008	CHEVY	K1500	SUBURBAN		3GNFK16388G160772	BOB
NOV	2008	BMW	523i	4 Door Sedan		WBANV13558CZ51258	KEN
DEC	2008	BMW	328xi	4 Door Sedan		WBAVC93518K037810	SUZI
JANUARY	2010	Toyota	Tacoma	2 Door Pick Up		5TELU4EN8AZ692801	GEORGE
	2003	FORD	FOCUS	4 Door Sedan	PWW11R	3FAFP37383R157079	ED
NOV	2003	HINO	SG3325	Striper Truck	XS785J	JHBSG1J5S831S10151	1
NOV	2006	GMC	TT8F064	Spray Thermo Truck	XH108R	1GDT0F4376F403004	2
AUG	1994	Ford	H85	Epoxy Truck	XAF9068	1FDYH85E0RVA46826	3
JULY	2002	Ford	F150	Pick Up	XS192W	1FTRX17W42NA47E23	4
MAY	1996	Ford	163 CH	Striper Truck	XNB49Z	1FDYH81E6TVA24469	4
MARCH	1997	Volvo	FE4	Striper Truck	XMS20X	4V52AEFDSVR476504	5
OCT	1989	Ford	F700	Flatbed Truck	XZ19JZ	1FDPK74P9KVA43701	6
APRIL	1988	Ford	GHC	Thermo Kettle Truck	X31A61	9BFFPH6OPXJD MQ4625	8
MAY	2005	Peterbilt		Imprint/Kettle Truck	XC325C	2NPNHD7X55MB46040	9
JANUARY	1999	FORD	F450	Mason Dump	XSS30J	1FDXF46FDXEC84965	10
JUNE	1999	FORD	F800	Reflector Glue Truck	XC157Y	3FENF80C9XMA00185	11
MARCH	1989	Ford	F250	Pick Up	XS20KL	1FTHX25MXXKB17968	13
JUNE	2002	Dodge	1500	Pick Up	XR785K	1D7HA16K02J24720	14
JUNE	1990	Inl	NA	Flatbed Truck	X43G13	1HTSCNEN1LH287746	17
NOV	2003	Ford	F350	Rack Truck	XT138Z	1FDWVF36F43EA33088	18
NOV	2004	KENWORTH	T-300	Sawcut Truck	XS786J	2NKMHRZ7X04M065794	19
Feb-'08	1984	Chevy	C70	Scissor Lift-Sign	X55Y34	1GBM7D1G9EV139283	20
SEPT	1989	Ford	F450	Rack Truck	X76S53	2FDLF47G7KCA93032	21
APRIL	2000	FORD	F350	White Pick up-superduty	XL932H	1FTSX31FYED043678	22
JUNE	1999	Ford	RegCab2WD	Gold Ranger	X87F96	1FTYR10CXXTA99587	23
JULY	1999	Ford	F450	Yellow Rack Truck	X2420H	1FDXF46F8XEE93046	24
JULY	2006	MARCO	MR690S	Flatbed	X5824X	1FM2K185COTM0053641	25
DEC	1990	Ford	D80	Striper Truck	XS545W	1FDYD80U5LVA30641	26
NOV	2002	Ford	F350	Rack Truck	X4826L	1FDWVF36F22EA29152	27
JULY	2003	Ford	F-350	Rack Truck	XA161T	1FDWVF36P33ED09947	29
JULY	2001	GMC-ISUZU	W4	Cone Truck	XF617Z	J8DB4B14217004276	30
JUNE	2003	Peterbilt		Grinder Truck	X9784Z	ZNPNH07X93M810963	31
JUNE	1999	FORD	4DR	Black Ranger	XN102V	1FTYR10V8XUB35143	32
JULY	1999	FORD	F450	Rack Truck	XM351X	1FDXF46F6XE93045	33
MAY	1999	IH	4700	Rack Truck	XC638X	IHTSCABM3XCH596662	34
JULY	1998	INTER	4900	Imprint/Kettle Truck	XF618Z	1HTSHAAR7WH1538017	35
SEPT	2003	GMC	5500	Flatbed/giue	XF285P	1GDE5E1173F508362	36
DEC	2000	ISUZU	NQR	Epoxy Truck	XH220L	SJALE59141Y7900251	37
NOV	2001	Peterbilt	ENDISYS	Thermo Kettle Truck	XJ365K	1GBM7C1C91J514713	38
APRIL	2003	GMC	7500	Heated Box Truck	XH191X	ZNPNH06X5JM009522	39
NOV	2001	GMC	7500	Thermo Kettle Truck	XJ367K	1GBM7C1C51J514482	40
NOV	2001	GMC	7500	Thermo Kettle Truck	XJ366K	1GBM7C1C21J514505	41
MARCH	1990	Ford	DS	Striper Truck	XL745H	9BFXHT0P1LDM01475	42
JUNE	2007	ISUZU	NPR	Mason Dump	XJ540V	3JALC48144Y7000776	43
SEPT	1987	INTL	S1900	Rack Truck	X2322Z	1HTLDTVP0HH514309	44
Mar-07	2001	MAC	Tri	Mac Tri-Road Hog	TAJ50J	1M9FS20241M376001	TRL 1
Mar-'05	1998	MAC	Je/Tri	Ooouble Trailer	T54R8Z	1M9FS302BWM376001	TRL 2
Mar-08	2004	MAC	Tri	LOW BOY TRAILER	TAJ78F	1M9FS12254M376004	TRL 3
Mar-'08	1996	MAC	Tri	Orange Trailer	T52R8Z	1M9FS1822TM376211	TRL 4
Mar '08	2001	Conrail	TH	BLACK BOBCAT	TFL73A	4KNUC16281L163798	TRL 5
Mar-07	2006	Econoline	TRL	ORANGE BOBCAT	TDW68V	4ZEDPCR4171000430	TRL 6
Mar-08	2002	NTRL		Sign compressor	T29R7L	RMDOK02153	C1
		IN-RAND		Imprint Compressor	YK165	176410U89329	C2
	1999	IN-RAND		Light Tower Compressor	SL-132	305999UJ789	C3

Statewide Striping Corporation
 499 Penney Road
 Parsippany, NJ 07054
 973-472-8600 Ph. 973-422-1853 fax



Bear Brook Road Roadway Reconstruction**BID FORMS - INDEX**

1. BID DOCUMENT SUBMISSION CHECKLIST
2. BID FORM and BID ITEMS
3. ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS, OR ADDENDA TO BID DOCUMENTS FORM
4. BID BOND
5. SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS
6. BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY
7. CONTRACTOR'S QUALIFICATION QUESTIONNAIRE
8. CONSENT OF SURETY
9. NON-COLLUSION AFFIDAVIT
10. STATEMENT OF OWNERSHIP DISCLOSURE
11. EXHIBIT B, MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
12. AGREEMENT
13. HOLD HARMLESS AGREEMENT
14. PREVAILING WAGE AFFIDAVIT
15. NEW JERSEY STATUTORY PAYMENT BOND
16. NEW JERSEY STATUTORY PERFORMANCE BOND
17. MAINTENANCE BOND
18. CONTRACTOR'S AFFIDAVIT
19. CONTRACTOR'S RELEASE
20. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM
21. PUBLIC WORKS CONTRACTOR REGISTRATION FORM
22. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN
23. AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE
24. CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

Bear Brook Road Roadway Reconstruction

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST WINDSOR

(Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute

Bidder: Initial each item Submitted with Bid

X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	<i>JB</i>
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	<i>JB</i>
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	<i>JB</i>
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	<i>JB</i>
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	<i>JB</i>

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid

Bidder: Initial each Item Submitted w/ Bid

X	Bid Document Submission Checklist	<i>JB</i>
X	Completed and signed Bid Forms and Items	<i>JB</i>
X	Acknowledgement of receipt of changes to Bid document Form (if required)	<i>JB</i>
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	<i>JB</i>
X	Contractors Qualification Questionnaire	<i>JB</i>
X	Non-Collusion Affidavit (must be notarized)	<i>JB</i>
X	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	<i>JB</i>
X	Hold Harmless Agreement	<i>JB</i>
X	Prevailing Wage Affidavit	<i>JB</i>
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
X	Americans with Disabilities Act	

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award

Bidder: Initial each Item Submitted w/ Bid

X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	<i>JB</i>
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	<i>JB</i>
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	<i>JB</i>
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	<i>JB</i>
X	Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities In Iran	<i>JB</i>

Bear Brook Road Roadway Reconstruction

D. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: CCM Contracting Inc

By Authorized Representative: _____

Signature: Thomas Smith

Print Name and Title: Thomas Smith Project Manager

Date Signed: 8/2/23

Bear Brook Road Roadway Reconstruction**BID FORM and BID ITEMS**

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP**
Bear Brook Road
Roadway Reconstruction

This Bid will not be accepted after **2:30 pm** prevailing time on August 2, 2023 at which time all Bids will be publicly opened and read.

CCM Contracting Inc

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

Bear Brook Road Roadway Reconstruction

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

The Undersigned understands that this project is being completed with funds from the New Jersey Department of Transportation and must submit all relevant forms and contract documents.

BASE BID

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Division 1 Section 01601 NJDOT # 154003P	MOBILIZATION LUMP SUM @ \$15,000. ⁰⁰ <i>Fifteen Thousand Dollars & Zero Cents</i> (Write out price)	<i>\$15,000.⁰⁰</i>
2	Special Conditions Division 1 NJDOT # 160007M	ASPHALT PRICE ADJUSTMENT 1,600 DOLLARS @ \$1.00 PER DOLLAR One Dollar and Zero Cents (Write out price)	\$1,600.00
3	Division 1 NJDOT # 160004M	FUEL PRICE ADJUSTMENT 1,000 DOLLARS @ \$1.00 PER DOLLAR One Dollar and Zero Cents (Write out price)	\$1,000.00

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
4	NJDOT # 159003M	BREAKAWAY BARRICADE (IF AND WHERE DIRECTED) 30 UNITS @ \$ 0.01 PER UNIT <u>One Cent</u> (Write out price)	<u>\$0.30</u>
5	Division 2 NJDOT # 159009M	TRAFFIC CONE (IF AND WHERE DIRECTED) 60 UNITS @ \$ 0.01 PER UNIT <u>One Cent</u> (Write out price)	<u>\$0.60</u>
6	Division 2 NJDOT # 159006M	DRUM (IF AND WHERE DIRECTED) 70 UNITS @ \$ 0.01 PER UNIT <u>One Cent</u> (Write out price)	<u>\$0.70</u>
7	Division 2 NJDOT # 159012M	CONSTRUCTION SIGNS (IF AND WHERE DIRECTED) 80 SQUARE FEET @ \$ 0.01 PER SQUARE FOOT <u>One Cent</u> (Write out price)	<u>\$0.80</u>
8		BREAKAWAY SIGN POST, TRAFFIC CONTROL (IF AND WHERE DIRECTED) 11 UNITS @ \$ 150. ⁰⁰ PER UNIT <u>One Hundred Fifty Dollars & Zero Cents</u> (Write out price)	<u>\$1,650.⁰⁰</u>
9	NJDOT # 159135M	TEMPORARY PAVEMENT MARKERS (IF AND WHERE DIRECTED) 2,500 UNITS @ \$ 0.01 PER UNIT <u>One Cent</u> (Write out price)	<u>\$25.⁰⁰</u>
10		UNIFORM TRAFFIC CONTROL OFFICER (NJDOT NOT PARTICIPATING IN THIS ITEM) 320 HOURS @ \$ 135.00 PER HOUR <u>One Hundred Thirty Five Dollars and Zero Cents</u> (Write out price)	<u>\$43,200.00</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
11	NJDOT # 401027M	POLYMERIZED JOINT ADHESIVE 445 LINEAR FEET @ \$ <u>6^{.00}</u> PER LINEAR FOOT <u>Six Dollars & Zero Cents</u> (Write out price)	<u>\$2,670^{.00}</u>
12	NJDOT # MMR078M	HMA MILLING 2" 23,449 SQUARE YARDS @ \$ <u>3.25</u> PER SQUARE YARD <u>Three Dollars & Twenty Five Cents</u> (Write out price)	<u>\$76,209.25</u>
13	NJDOT # 401021M	5" HOT MIX ASPHALT PAVEMENT REPAIR (IF AND WHERE DIRECTED) 3,157 SQUARE YARDS @ \$ <u>45^{.00}</u> PER SQUARE YARD <u>Forty Five Dollars & Zero Cents</u> (Write out price)	<u>\$142,065^{.00}</u>
14	NJDOT # 401042M	HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE 2,831 TONS @ \$ <u>95.75</u> PER TON <u>Ninety Five Dollars & Seventy Five Cents</u> (Write out price)	<u>\$271,068.75</u>
15	NJDOT # 401030M	TACK COAT 2,348 GALLONS @ \$ <u>0.01</u> PER GALLON <u>One Cent</u> (Write out price)	<u>\$23.48</u>
16		REMOVE CONCRETE SIDEWALK 1,406 SQUARE FEET @ \$ <u>4^{.00}</u> PER SQUARE FOOT <u>Four Dollars & Zero Cents</u> (Write out price)	<u>\$5,624^{.00}</u>
17		REMOVE HOT MIX ASPHALT SIDEWALK 3,423 SQUARE FEET @ \$ <u>4^{.00}</u> PER SQUARE FOOT <u>Four Dollars & Zero Cents</u> (Write out price)	<u>\$13,692^{.00}</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
18	NJDOT # 606012P	CONCRETE SIDEWALK, 4" THICK 5,004 SQUARE FEET @ \$ <u>7⁰⁰</u> PER SQUARE FOOT <u>Seven Dollars & Zero Cents</u> (Write out price)	<u>\$35,028⁰⁰</u>
19	NJDOT # 302051P	DENSE GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS (IF AND WHERE DIRECTED) 150 CUBIC YARDS @ \$ <u>35⁰⁰</u> PER CUBIC YARD <u>Thirty Five Dollars & Zero Cents</u> (Write out price)	<u>\$5,250⁰⁰</u>
20	NJDOT # 607021P	6"X8"X18" CONCRETE VERTICAL CURB (REMOVE AND REPLACE) 720 LINEAR FEET @ \$ <u>29⁰⁰</u> PER LINEAR FOOT <u>Twenty Nine Dollars & Zero Cents</u> (Write out price)	<u>\$20,880⁰⁰</u>
21	NJDOT # 606084P	DETECTABLE WARNING SURFACE 258 SQUARE FEET @ \$ <u>33⁰⁰</u> PER SQUARE FOOT <u>Thirty Three Dollars & Zero Cents</u> (Write out price)	<u>\$8514⁰⁰</u>
22	NJDOT # 612003P	REGULATORY AND WARNING SIGN 15 SQUARE FEET @ \$ <u>50⁰⁰</u> PER SQUARE FOOT <u>Fifty Dollars & Zero Cents</u> (Write out price)	<u>\$750⁰⁰</u>
23		BREAKAWAY SIGN POST AND HARDWARE 3 UNITS @ \$ <u>160⁰⁰</u> PER UNIT <u>One Hundred Sixty Dollars & Zero Cents</u> (Write out price)	<u>\$480⁰⁰</u>
24	NJDOT # 610003M	TRAFFIC STRIPES, 4" YELLOW 10,031 LINEAR FEET @ \$ <u>0.70</u> PER LINEAR FOOT <u>Seventy Cents</u> (Write out price)	<u>\$7021.70</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
25	NJDOT # 610007M	TRAFFIC STRIPES, 8" WHITE 1,590 LINEAR FEET @ \$ <u>1.50</u> PER LINEAR FOOT <u>One Dollar & Fifty Cents</u> (Write out price)	<u>\$2,385.00</u>
26	NJDOT # 610017M	TRAFFIC MARKING LINES, 24" WHITE 969 LINEAR FEET @ \$ <u>4.25</u> PER LINEAR FOOT <u>Four Dollars & Twenty Five Cents</u> (Write out price)	<u>\$4,118.25</u>
27	NJDOT # 610017M	TRAFFIC MARKING LINES, 24" YELLOW 54 LINEAR FEET @ \$ <u>4.25</u> PER LINEAR FOOT <u>Four Dollars & Twenty Five Cents</u> (Write out price)	<u>\$229.50</u>
28	NJDOT # 610009M	TRAFFIC MARKINGS, ONLY WHITE 484 SQUARE FEET @ \$ <u>8.60</u> PER SQUARE FOOT <u>Eight Dollars & Sixty Cents</u> (Write out price)	<u>\$4,162.40</u>
29	NJDOT # 610009M	TRAFFIC MARKINGS, ARROW WHITE 690 SQUARE FEET @ \$ <u>12.60</u> PER SQUARE FOOT <u>Twelve Dollars & Sixty Cents</u> (Write out price)	<u>\$8,694.00</u>
30		GROUND MOUNTED FLEXIBLE DELINEATOR, WHITE 20 UNITS @ \$ <u>200.00</u> PER UNIT <u>Two Hundred Dollars & Zero Cents</u> (Write out price)	<u>\$4,000.00</u>
31		GROUND MOUNTED FLEXIBLE DELINEATOR, YELLOW 11 UNITS @ \$ <u>200.00</u> PER UNIT <u>Two Hundred Dollars & Zero Cents</u> (Write out price)	<u>\$2,200.00</u>

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
32		REMOVE AND REPLACE SPLIT RAIL FENCE 52 LINEAR FEET @ \$ <u>60^{.00}</u> PER LINEAR FOOT <u>Sixty Dollars & Zero Cents</u> (Write out price)	<u>\$3,120^{.00}</u>
33	NJDOT # 603006P	CONCRETE SLOPE GUTTER, 6" THICK 68 SQUARE YARDS @ \$ <u>85^{.00}</u> PER SQUARE YARD <u>Eighty Five Dollars & Zero Cents</u> (Write out price)	<u>\$5,780^{.00}</u>
34		INLET REPAIR 19 UNITS @ \$ <u>500^{.00}</u> PER UNIT <u>Five Hundred Dollars & Zero Cents</u> (Write out price)	<u>\$9,500^{.00}</u>
35	NJDOT # 602213M	REMOVE AND REPLACE CURB PIECE, ECO HEAD 19 UNITS @ \$ <u>400^{.00}</u> PER UNIT <u>Four Hundred Dollars & Zero Cents</u> (Write out price)	<u>\$7,600^{.00}</u>
36		SOLAR POWERED BI-DIRECTIONAL RECTANGULAR RAPID FLASHING BEACON (RRFB), COMPLETE 4 UNITS @ \$ <u>12,500^{.00}</u> PER UNIT <u>Twelve Thousand Five Hundred Dollars & Zero Cents</u> (Write out price)	<u>\$50,000^{.00}</u>
TOTAL PRICE BASE BID (Items 1-36) <u>Seven Hundred Fifty Three Thousand Five Hundred Forty Two Dollars & Twenty Three Cents</u> (TOTAL AMOUNT BASE BID WRITTEN IN WORDS)			<u>\$753,542.23</u>

Bear Brook Road Roadway Reconstruction

	<u>SPEC. REFER.</u>	<u>BRIEF DESCRIPTION OF ITEM &</u>	
<u>ITEM #</u>	<u>FOR PAYMENT</u>	<u>PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>

If a Corporation,

Name of Contractor CCM Contracting Inc

Signature of Bidder [Signature] President
Name Title

Business Address 336 Rt 22, Green Brook, NJ, 08812

Incorporated under the Laws of the State of New Jersey

President Michael Carraccio, President
(Name) (Title)

Secretary N/A
(Name) (Title)

Treasurer N/A
(Name) (Title)

Dated: 8/2/23

(Affix Corporation Seal Here)
If a Partnership, Individual, or Non-Incorporated Organization,

Name of Company CCM Contracting Inc

Signature of Bidder [Signature] Project Manager
(Name) (Title)

Names and Addresses of Members of Company

Michael Carraccio, 5 Nose Ct, Warren, NJ 07059

Bear Brook Road Roadway Reconstruction

ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

**TOWNSHIP OF WEST WINDSOR
BEAR BROOK ROAD
ROADWAY RECONSTRUCTION**

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 local unit'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.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
	None			

Acknowledged by Bidder

Name of Bidder: CCM Contracting Inc

By Authorized Representative: _____

Signature: Thomas Smith

Print Name and Title: Thomas Smith, Project Manager

Bear Brook Road Roadway Reconstruction

Date:

8/2/23

Bear Brook Road Roadway Reconstruction

BID BOND

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

_____ as Principal, and _____ as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of

_____ (\$ _____) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Windsor a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

Bear Brook Road Roadway Reconstruction

NOW THEREFORE,

- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

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 Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: _____
Witness

Principal

BY: _____
Witness

Surety

BY: _____
Witness

Attorney-in-Fact

Bear Brook Road Roadway Reconstruction**SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS**

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

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

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

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

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

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

Bear Brook Road Roadway Reconstruction

LIST OF SUBCONTRACTORS

TITLE OF BID: Bear Brook Road Roadway Reconstruction

NAME OF BIDDER: CCM Contracting Inc

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
Straight Edge Striping	201 Wilton Ave Middlesex, NJ 08846	732 302 3001	Striping & Signage	Striping & Signage

Plumbing and Gas Fitting and All Kindred Work:

Name None Phone # _____

Address _____

License Number _____

Electrical Work:

Name None Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work:

Name None Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work:

Name None Phone # _____

Address _____

Bear Brook Road Roadway Reconstruction

BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER

I, Michael Carroccia of the Municipality of Warren in the County of Somerset and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

I am President, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

CCM Contracting Inc
Name of Contractor (Type or Print)

[Signature]
Signature/Title

Subscribed and Sworn before me this
2nd Day of August, 2023

Michael Carroccia, President
(Type or Print Name of Affiant)

[Signature]
Notary Public
My Commission Expires March 21, 2025

THOMAS SMITH
Commission # 50125190
Notary Public, State of New Jersey
My Commission Expires
March 21, 2025

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 11/5/92

Name and address of Officers:

President: Michael Carroccio, 5 Nase Ct, Warren, NJ 07059

Vice President: _____

Secretary: _____

Treasurer: _____

CONTRACTOR'S EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 31

2. How many years' experience in this type of construction work has your organization had? 31

3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$ <u>See Attached List</u>		
B.	\$ _____	_____	_____
C.	\$ _____	_____	_____
D.	\$ _____	_____	_____
E.	\$ _____	_____	_____

Names, Addresses and Telephone Numbers of References for the items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>See Attached List</u>	
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No

Bear Brook Road Roadway Reconstruction

If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? No

If so, where and why? _____

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? No

If so, where and why? _____

6. Give list of uncompleted contracts presently held by you:

Name of Contract	Contracting Agency	Amount
<u>See Attached List</u>		\$ _____
		\$ _____
		\$ _____
		\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

\$1,500,000.00

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

See Attached List

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

Bear Brook Road Roadway Reconstruction

CONSENT OF SURETY

See Attached

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

- 1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
- 2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
- 3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
- 4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$ _____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
Name

Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____

for (Project) _____

is awarded to (Bidder) _____

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20 _____.

(Name) INSURANCE COMPANY

By _____
(Name)
Attorney in Fact

Bear Brook Road Roadway Reconstruction

NON-COLLUSION AFFIDAVIT

STATE OF NJ :
COUNTY OF Somerset : SS:

I, Michael Cerroccis of the (City, Town, Township, Borough, etc.)
of Warren in the County of Somerset 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 CCM Contracting Inc
the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct,
and made with full knowledge that the West Windsor Township relies upon the truth of the statements
contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) 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:

CCM Contracting Inc
(Name of Bidder)

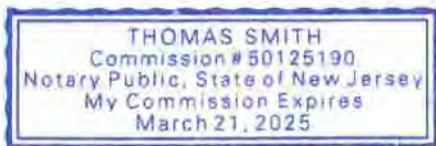
Michael Cerroccis
(Also type or print name of affiant under signature)

Subscribed and sworn to before me this

2nd day of August, 2013

Thomas Smith
Notary Public of NJ

My commission expires March 21, 2025



Bear Brook Road Roadway Reconstruction

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: CCM Contracting Inc

Organization Address: 336 Rt 21, Green Brook, NJ 08812

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 ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (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 ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

Bear Brook Road Roadway Reconstruction

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

Name of Individual or Business Entity	Address
Michael Carroccia	5abase Ct, Warren, NJ 07059

Part III DISCLOSURE OF TEN (10%) PERCENT 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 ten (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 ten (10%) percent 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 ten (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 ten (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.**

Bear Brook Road Roadway Reconstruction

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

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 Township of West Windsor 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 Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Thomas Smith	Title:	Project Manager
Signature:	Thomas Smith	Date:	8/2/23

Bear Brook Road Roadway Reconstruction**(REVISED 4/10)****EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 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 affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor or subcontractor 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 Department of Labor & Workforce Development (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

Bear Brook Road Roadway Reconstruction**EXHIBIT B** (Cont.)

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 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:

(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;

Bear Brook Road Roadway Reconstruction**EXHIBIT B** (Cont.)

(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) The Contractor or subcontractor agrees 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 and submitted promptly to 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

Bear Brook Road Roadway Reconstruction


EXHIBIT B (Cont.)

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.

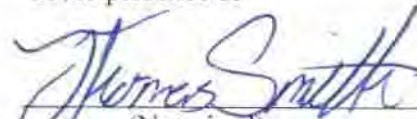
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the 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.

Signed by 
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of


(Notarized)

THOMAS SMITH
Commission # 50125190
Notary Public, State of New Jersey
My Commission Expires
March 21, 2025

Bear Brook Road Roadway Reconstruction

AGREEMENT

This Contract made the _____ day of _____, 2023 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

WITNESSETH:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **Bear Brook Road Roadway Reconstruction**. Performance by the Contractor is to be completed not later than **45** calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account

Bear Brook Road Roadway Reconstruction

of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.

Bodily injury and property damage, shall be in accordance with the contract documents.

- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Section 4. Final Inspection and Payment.

Bear Brook Road Roadway Reconstruction

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975.
(N.J.A.C. 17:27)

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

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 non-discrimination clause.

Bear Brook Road Roadway Reconstruction

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) 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 (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above,

Bear Brook Road Roadway Reconstruction

or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:

- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that 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 of 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 the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall

Bear Brook Road Roadway Reconstruction

be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

Bear Brook Road Roadway Reconstruction**Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)**

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *One Thousand Dollars (\$1,00.00) per day (revise per General Conditions 4.23 based on contract value)* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Section 10. General Conditions.

Bear Brook Road Roadway Reconstruction

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Gay Huber
Township Clerk

Hemant Marathe
Mayor

By:

Contractor

Bear Brook Road Roadway Reconstruction

HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 2nd day of August, 2023

as a binding act in deed of CCM Contracting Inc
Name of Organization

Thomas Smith Project Manager
Authorized Signature & Title

Thomas Smith Project Manager
Print Authorized Signature Name & Title

Bear Brook Road Roadway Reconstruction**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

Bear Brook Road Roadway Reconstruction

This PREVAILING WAGE AFFIDAVIT is signed this 2nd day of August, 2013

as a binding act in deed of

CCM Contracting Inc
Name of Organization
Thomas Smith Project Manager
Authorized Signature & Title
Thomas Smith Project Manager
Print Authorized Signature Name & Title

Bear Brook Road Roadway Reconstruction

**NEW JERSEY STATUTORY
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

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 bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the 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 THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall pay all lawful claims of beneficiaries as defined by N.J.S.A 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 by N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee 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 stipulates 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 bonds.

Bear Brook Road Roadway Reconstruction

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A: 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

Bear Brook Road Roadway Reconstruction

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

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 bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the 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 THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and 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 stipulates 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 bonds.

Bear Brook Road Roadway Reconstruction

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A: 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____

ATTEST:

Witness

Principal

Witness

Surety

Bear Brook Road Roadway Reconstruction

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

(Here insert the name or legal title and address of OWNER)

as OBLIGEE, in the full and just several sums of _____

Dollars (\$ _____) for maintenance, lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated _____, 20_____, (hereinafter called the CONTRACT) for _____.

Which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part thereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which may develop during a period of two (2) years from the date of completion, and acceptance of the WORK performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the

Bear Brook Road Roadway Reconstruction

PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____
(Affix Corporate Seal)

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S AFFIDAVIT

STATE OF: New Jersey

COUNTY OF: Somerset

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

Michael Camroccia

(Individual, Partner, or duly authorized representative of Corporate Contractor)

Of CCM Contracting Inc (Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

Bear Brook Road Roadway Reconstruction (Project)

With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: New Jersey SS:

COUNTY OF: Somerset

On this 2nd day of August 20 23 before me personally came

and appeared Michael Camroccia to me known, who,

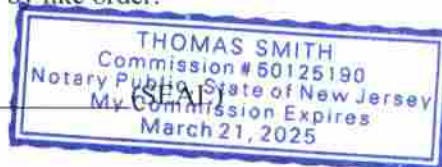
being by me duly sworn, did depose and say that he resides at 5 Nese Ct, Warren, NJ

07059 and

that he is the President of CCM Contracting Inc;

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Thomas Smith



Bear Brook Road Roadway Reconstruction

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said firm.

_____(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

_____(SEAL)

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Full Name)

Of _____ (Company and Street Address)

_____ County and State of _____

does hereby acknowledge that he has received this _____ day of _____

and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

_____ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT,

between the said _____ (Contractor)

And Owner, the Township of West Windsor dated _____, 20____.
(Owner)

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor, its successors and assigns of and from all claims and demands arising from or in connection with the said CONTRACT dated _____, 20____, and of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

Bear Brook Road Roadway Reconstruction

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed on this _____ day of _____, 20____.

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____
(PARTNER) (SEAL)

Attest: _____ (SEAL)

BY: _____ (SEAL)
(SECRETARY, PRESIDENT OR VICE PRESIDENT)

(CORPORATE SEAL)

Bear Brook Road Roadway Reconstruction

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

	Name	Not Registered	Registration Number
Bidder	<u>CCM Contracting Inc</u>	<u> </u>	<u>0599609</u>
(Subcontractor)	<u>Straight Edge Striping</u>	<u> </u>	<u>1241139</u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>
(Subcontractor)	<u> </u>	<u> </u>	<u> </u>

Subscribed and sworn

Before me this 2nd day
of August 2023.

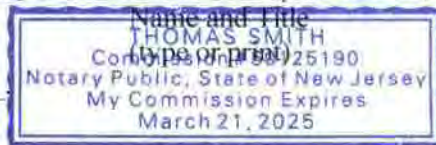
Thomas Smith

Michael Conroccie
Signature

Notary Public of New Jersey

Michael Conroccie, President

My Commission Expires March 21, 2023



**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**

Bear Brook Road Roadway Reconstruction

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

CCM Contracting Inc

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

Bear Brook Road Roadway Reconstruction

CONTRACT AMENDMENTS AND EXTENSIONS

<input checked="" type="checkbox"/>	<p><i>I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)</i></p>
-------------------------------------	--

IF UNABLE TO CERTIFY

<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. <u>Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.</u></i></p>
--------------------------	--

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

Bear Brook Road Roadway Reconstruction

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Thomas Smith	Title	Project Manager
Signature	Thomas Smith		Date 8/2/23

Bear Brook Road Roadway Reconstruction

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

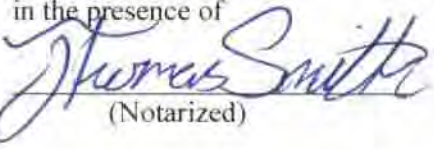
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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.

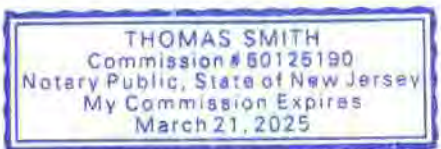
The Township shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Township or any of its agents, servants and employees,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

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by 
Successful Bidder / Contractor

Signed, sealed and delivered
in the presence of

(Notarized)



Bear Brook Road Roadway Reconstruction

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or “debarred,” from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Bear Brook Road Roadway Reconstruction

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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	CCM Contracting Inc
Physical Address of Individual or Organization	336 Rt 22, Green Brook, NJ 08817
Unique Entity ID (if applicable)	06083159
CAGE/NCAGE Code (if applicable)	N/A
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 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 West Windsor Township 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 West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Thomas Smith	Title:	Project Manager
Signature:	<i>Thomas Smith</i>	Date:	8/2/23

Bear Brook Road Roadway Reconstruction

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input checked="" type="checkbox"/>	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	Michael Carroccia
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Physical Address	5 Nose Ct, Warren, NJ 07059
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OR

<input type="checkbox"/>	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)

<input type="checkbox"/>	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 the organization's parent entity, as the case may be.
--------------------------	---

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
---	--

Physical Address	
-------------------------	--

OR

Bear Brook Road Roadway Reconstruction

<input type="checkbox"/>	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 **West Windsor Township** 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 to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Thomas Smith</i>	Title:	<i>Project Manager</i>
Signature:	<i>Thomas Smith</i>	Date:	<i>8/2/23</i>

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	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	Physical Address

Add additional sheets if necessary

Bear Brook Road Roadway Reconstruction

OR	
<input checked="" type="checkbox"/>	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)

<input type="checkbox"/>	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	Physical Address

Add additional Sheets if necessary

OR

<input checked="" type="checkbox"/>	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

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 turn 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 West Windsor Township 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 West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	<i>Thomas Smith</i>	Title:	<i>Project Manager</i>
Signature:	<i>Thomas Smith</i>	Date:	<i>8/2/23</i>

Bear Brook Road Roadway Reconstruction



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT / BID SOLICITATION TITLE

Bear Brook Road Roadway Reconstruction

CONTRACT / BID SOLICITATION No.

[Redacted]

CHECK THE APPROPRIATE BOX



I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR



I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

[Redacted description area]

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Thomas Smith

Signature of Vendor's Authorized Representative

8/2/23

Date

Thomas Smith Project Manager

Print Name and Title of Vendor's Authorized Representative

CCM Contracting Inc

Vendor Name

732-968-1010

Vendor Phone Number

336 Rt 22

Vendor Address (Street Address)

732-968-1135

Vendor Fax Number

Green Brook, NJ 08812

Vendor Address (City/State/Zip Code)

tsmith@ccmrocciacb.com

Vendor Email Address for Authorized Representative

1 Engaged in prohibited activities in Russia or Belarus means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Bear Brook Road Roadway Reconstruction**GENERAL CONDITIONS****INDEX**

1. GENERAL
2. DEFINITIONS
3. CORRELATION AND INTENT OF CONTRACT DOCUMENTS
 - 3.1 INTENT
 - 3.2 CORRELATION OF DOCUMENTS
 - 3.3 APPLICATION OF SPECIAL REQUIREMENTS
 - 3.4 DISCREPANCIES, ERRORS AND OMISSIONS
 - 3.5 ADDITIONAL INSTRUCTIONS AND DETAILED DRAWINGS
 - 3.6 COMPLIANCE WITH LAWS
 - 3.7 PROVISIONS REQUIRED BY LAW DEEMED INSERTED
4. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR
 - 4.1 GENERAL
 - 4.2 SEPARATE CONTRACTS
 - 4.3 MUTUAL RESPONSIBILITY OF CONTRACTORS
 - 4.4 SUBCONTRACTING
 - 4.5 PROTECTION OF WORK AND PROPERTY
 - 4.6 INDEMNITY
 - 4.7 NON-INTERFERENCE WITH AND PROTECTION OF PUBLIC
 - 4.8 SUPERVISION OF WORK
 - 4.9 ASSIGNMENT



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CCM CONTRACTING, INC.
Trade Name:
Address: 336 ROUTE 22 WEST
GREENBROOK, NJ 08812
Certificate Number: 0599609
Effective Date: November 05, 1992
Date of Issuance: September 27, 2017

For Office Use Only:
20170927082106188

Certificate Number
629042

Registration Date: 04/26/2022
Expiration Date: 04/25/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

Responsible Representative(s):

Michael Carroccia, Owner

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

CCM CONTRACTING, INC 2022

NON TRANSFERABLE

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

FINISHED WORK 2022

JOB LOCATION	DESCRIPTION	OWNER	BASE AMOUNT	CHANGE ORDER/ALTERNATE	OVERALL TOTAL	DESCRIPTION OF WORK	CONTACT	CONTACT NUMBER
Morris NJ	Washington Valley Road	Township of Morris	\$ 649,953.00	\$ -	\$ 649,953.00	MILL & PAVE INLET REPAIR, STRIPING	Joe Schwab	973-837-7440
Teaneck NJ	Windsor Road	Township of Teaneck	\$ 691,890.00	\$ -	\$ 691,890.00	MILL & PAVE INLET REPAIR, STRIPING	David Garval	201-837-1690
Morris Plains NJ	Packer Drive	Borough of Morris Plains	\$ 187,023.00	\$ -	\$ 187,023.00	MILL & PAVE INLET REPAIR, CURB, STRIPING	Leon Hall	201-837-2349
Springfield NJ	Tooler Ave	Springfield Township	\$ 161,266.96	\$ -	\$ 161,266.96	MILL & PAVE CURB, SIDEWALK, STRIPING	Art Elvan	973-434-8345
Teaneck NJ	E Tryon Ave	Township of Teaneck	\$ 253,255.40	\$ -	\$ 253,255.40	MILL & PAVE CURB & SIDEWALK, DRAINAGE IMPROVEMENTS, & STRIPING	David Garval	201-837-1690
Teaneck NJ	2019 Road Saturation Program	Township of Teaneck	\$ 1,264,690.85	\$ -	\$ 1,264,690.85	MILL & PAVE CURB, & STRIPING	David Garval	201-837-1690
Sacausus NJ	Meadow Ln Improvements	City of Sacausus	\$ 203,972.75	\$ -	\$ 203,972.75	MILL & PAVE CURB, & STRIPING	Scott Goodman	201-541-0770
Township of Clark	2019 Road Improvement Program	Township of Clark	\$ 547,691.47	\$ -	\$ 547,691.47	MILL & PAVE TREE REMOVAL, CURB & SIDEWALK, DRAINAGE IMPROVEMENTS, & STRIPING	David Telfs	908-273-8901
Bridgewater Township	Woodland Terrace Improvements	Bridgewater Township	\$ 340,426.62	\$ -	\$ 340,426.62	MILL & PAVE CURB & SIDEWALK, DRAINAGE IMPROVEMENTS, & STRIPING	Anthony Gallo	908-225-6300 ext 5514
Long Branch	Garfield Ave & Harrison St Improv.	City of Long Branch	\$ 377,272.00	\$ -	\$ 377,272.00	MILL & PAVE CURB & SIDEWALK, DRAINAGE IMPROVEMENTS, & STRIPING	Sam Anshkin	732-922-9229
TOTAL COST OF WORK DONE:					\$ 4,794,407.10			

	EQUIPMENT LIST	VIN #	LIC PLATE
1	2018 F 350	1R78W3BT9IEC85246	XHHF31
2	2014 F 350	1FT8W3RT7EEB72896	XCEH69
3	2017 3500	1GTS2VCY2HZ372395	XBFU75
4	2011 F350	1FT8W3BT5BEA33530	R32DTX
5	2015 F 550	1FD0W5HT9FEC73200	XCPW86
6	2016 F350	1FT8W3BT9GIC66169	XETD59
7	2016 F350	1FD0W5HT7GEA85745	XEET83
8	2016 3500	1GTS2VCG1G2118831	XFNE43
9	2002 F 450	1FDXF46F82ED10866	
10	2018 F 450	1FD0X4HT9IEB85392	
11	2001 F 450	1FDXW46F21ED17472	X256BY
12			
13	2003 F 350	1FD5F35F23EA70110	XCYZ7
14	2019 GMC 1500		XHLM59
201	GMC 5500	1GDE53265F527305	XBFU75
202			
203			
204			
205			
206			
207	2009 FREIGHTLINER	1FVACWDV19HAG7008	XGFF61
208	2006 STERLING L 8500	2FZAAWDJ66AV13907	
209	2006 STERLING L 8500	2FZAAWDJ56AV13896	
210	2006 STERLING L 8500	2FZAAWDJ66AV13910	
211	2006 STERLING L 8500	2FZAAWDJ128AV13886	
212	2006 STERLING L 8500	2RZAAWDJ26AW01305	
213	2004 INTERNATIONAL 7400	1HTWDAD35J036038	
214	2009 INTERNATIONAL 7500	1HTWPAZT89J126336	XFAD37
215	2004 INTERNATIONAL 4200	1HTMPAFM24H662752	
216	2000 MOBILE SWEEPER	1A9Y24DR67R059028	
217	1991 F 800	1FDK84A7LYA44283	
218	2000 F 750	3FDXF75HXYMA02492	
300	20019 PERTERBUILT 389	1XPXP4EX5KD6266029	AU186Y
301	2008 MACK DUMP	1M2AX09CX8M002688	AS314T
302	2004 MACK ROLL OFF	1M2AG11C24M009131	ATS46R
303	2006 WESTER STAR DUMP	5KRMA1V76PV19759	AM172P
304	2007 MACK DUMP	1M2AG11C27M0055241	
305			
306			
307			
308			
309	2000 MACK DUMP	1M29267C22M062535	
310	2004 MACK CL 700	1M2AD64Y64M001434	AU534R
311			
312			
312			
313	2020 VOVO DUMP	4VSKG9EH4LN233703	AU528Z
314	2020 VOVO DUMP	4VSKG9EH4LN233704	AU529Z
315	2020 KENWORTH T 370	2HKHHJ7X9KM371392	
400	1993 KOMATSU WA 3201-1		
401	2007 KOMATSU WA 250 -5L	A74687	
402	2007 KOMATSU WA250-5L	A74684	
403	2007 KOMATSU WA250-5L	A74675	
404	JOHN DEERE 624 K	1DW624KZCB640358	
405			
406			
407			
408			
409	LIJL 1044 C-54	97AB17P19-182	
410	JOHN DEERE 544 G		
411			
412	JOHN DEERE 410 J		
413	JOHN DEERE 410 G		
414	JOHN DEERE 410 J		
415	KOMATSU WA 200		
500	JOHN DEERE 650 H	T0650HX891749	
501	JOHN DEERE 650 J	T0650JX128187	
502			
503			
504			
505			
506	JOHN DEERE 225 D LC	1FF225DXXKCS02461	
507	JOHN DEERE 330 LC	FF0330X0880990	
508	JOHN DEERE 330 CLC	FF330CX083173	
509	LINK BELT 160 X		
510	JOHN DEERE 350 D L	1FF350DXAA080692	
600	BOMAG 120 AD	8.6188E+11	
601	BOMAG 120 AD	1FF350DXAA080692	
602	BOMAG 138 AD	1.0165E+11	
603	CAT CB 54	CAT0CB54JFLM00348	
604	CAT AP 1055	CATAP1055KTJ500269	
605			
606	MAULDIN 1750C	1750-C1968-N-75TCW5YZX0296	
607			
608			
609	ROAD TECH 700 E		

TOTAL PUBLIC WORK ON HAND 2023

OWNER	DESCRIPTION	JOB LOCATION	BASE AMOUNT	CHANGE ORDER/ALTERNATE	OVERALL TOTAL
Boro of Highland Park	2021 Roadway Improvement Program	Highland Park NJ	\$ 619,274.58	\$ -	\$ 619,274.58
TOTAL COST OF ONGOING PUBLIC WORK ON HAND:					\$ 619,274.58

TOTAL PRIVATE WORK ON HAND 2023

GENERAL CONTRACTOR	DESCRIPTION	JOB LOCATION	BASE AMOUNT	CHANGE ORDER/ALTERNATE	OVERALL TOTAL
ARCO Build/Design	SLM Warehouse	Somerset NJ	\$ 256,503.50	\$ 77,938.00	\$ 334,441.50
ARCO Build/Design	Link Logistics	Somerset NJ	\$ 998,465.00	\$ 62,450.00	\$ 1,060,915.00
ARCO Build/Design	Roxbury Warehouse	Roxbury NJ	\$ 1,769,693.20	\$ -	\$ 1,769,693.20
Duall Building	Mt Mitchell g/11 Memorial	Atlantic Highlands	\$ 165,750.00	\$ 38,800.30	\$ 204,550.30
Furino & Sons	Bristol Myer Squibb	Summit NJ	\$ 423,444.15	\$ -	\$ 423,444.15
Furino & Sons	Bristol Myer Squibb	New Brunswick NJ	\$ 59,450.00	\$ -	\$ 59,450.00
Furino & Sons	Ward St Improvements	North Brunswick NJ	\$ 133,589.00	\$ -	\$ 133,589.00
G William Group	Ray Catena Lexus Dealer	Oakhurst NJ	\$ 485,229.00	\$ (11,900.00)	\$ 473,329.00
NJAW	Harvard Rd	Linden NJ	\$ 51,775.00	\$ -	\$ 51,775.00
Penn Bower	North Ave Hillside Slab Removal	Hillside NJ	\$ 3,220,000.00	\$ 47,310.00	\$ 3,267,310.00
Pettillo Inc	Delaney on the Green	Fiorham Park NJ	\$ 276,412.50	\$ 64,080.00	\$ 340,492.50
Pettillo Inc	Highland Crossing	Rutherford NJ	\$ 1,001,755.00	\$ -	\$ 1,001,755.00
Pettillo Inc	Bayonne Logistics	Bayonne NJ	\$ 1,086,512.50	\$ -	\$ 1,086,512.50
Pettillo Inc	Sterling Warehouse	Linden NJ	\$ 1,654,841.10	\$ 70,680.93	\$ 1,725,522.03
Pettillo Inc	QTS Warehouse Addition	Piscataway NJ	\$ 144,728.75	\$ 26,500.00	\$ 171,228.75
Pinnacle Commercial	Belleville Storage	Belleville NJ	\$ 454,702.00	\$ -	\$ 454,702.00
Pursell	Wawa	East Hanover NJ	\$ 386,257.50	\$ -	\$ 386,257.50
Pursell	Wawa	Lakewood NJ	\$ 477,508.75	\$ -	\$ 477,508.75
RL Landscaping	Exchange Pl	Jersey City NJ	\$ 1,926,579.00	\$ 56,640.00	\$ 1,983,219.00
Roman E&G	Joyce Kilmer Rd	New Brunswick NJ	\$ 124,500.00	\$ -	\$ 124,500.00
Roman E&G	Somerset County Bridge Replacement	Bernardsville NJ	\$ 93,454.15	\$ 86,961.30	\$ 180,415.45
Sanitary Construction Inc	Regency Center	Old Bridge NJ	\$ 2,401,210.00	\$ -	\$ 2,401,210.00
Sanitary Construction Inc	Sunmit Health Medical	Bridgewater NJ	\$ 68,500.00	\$ -	\$ 68,500.00
Sanitary Construction Inc	Harbor Group Warehouse	Somerset NJ	\$ 655,550.00	\$ 241,650.00	\$ 897,200.00
TOTAL COST OF ONGOING PRIVATE WORK ON HAND:					\$ 19,077,520.63

Nationwide Mutual Insurance Company

Surety Administrative Office: 1100 Locust Street, Dept. 2006, Des Moines, IA 50391-2006

BID BOND

KNOW ALL BY THESE PRESENTS, That we, CCM Contracting, Inc.

of 336 US Highway 22, Greenbrook, NJ 08812 (hereinafter called the Principal) as Principal and

Nationwide Mutual Insurance Company,
a corporation created and existing under the laws of the State of Ohio

(hereinafter called the Surety), as Surety are held and firmly bound unto Township of West Windsor

(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

Roadway Reconstruction to Bear Brook Road

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 said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 2nd day of August, 2023




Witness

CCM Contracting, Inc.

By  _____
Principal
Etic

Nationwide Mutual Insurance Company

By  _____
Lisa Nosal Attorney-in-fact



Laura Renne Witness

Nationwide Mutual Insurance Company

Surety Administrative Office: 1100 Locust Street, Dept. 2006, Des Moines, IA 50391-2006

CONSENT OF SURETY

To: Township of West Windsor

Re: Contractor Name: CCM Contracting, Inc.

Project Description: Roadway Reconstruction to Bear Brook Road

Nationwide Mutual Insurance Company, incorporated under the laws of State of Ohio,
Authorized to do business in the State of: New Jersey

hereby agrees that in the event Contractor is the successful bidder for:

Roadway Reconstruction to Bear Brook Road

And is awarded the contract, it, as surety, will provide the contractor with bonds in such sums as are required in the advertisement or in the specifications.

Signed, sealed and dated this 2nd day of August, 2023

Nationwide Mutual Insurance Company

By:  _____
Lisa Nosal Atty-in-fact

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

LISA NOSAL; PAMELA J BOYLE; ROBERT E CULNEN; STEPHANIE F FOY;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 2nd day of August, 2023

Assistant Secretary

**NATIONWIDE MUTUAL INSURANCE COMPANY
AND SUBSIDIARIES AND AFFILIATES**

Consolidated and Combined Statutory Statements of Admitted Assets, Liabilities and Surplus

<i>(in millions)</i>	December 31,	
	2022	2021
Admitted assets		
Invested assets		
Bonds	\$ 21,716	\$ 21,081
Stocks	8,850	7,935
Mortgage loans, net of allowance	1,777	1,985
Owner occupied real estate, at cost (less accumulated depreciation of \$408 and \$431 as of December 31, 2022 and 2021, respectively)	296	341
Cash, cash equivalents and short-term investments	89	558
Other invested assets	6,731	6,372
Total invested assets	\$ 39,459	\$ 38,272
Premiums in course of collection	4,821	4,449
Corporate-owned life insurance	1,524	1,657
Deferred federal income tax asset	1,921	1,747
Other assets	1,760	1,580
Total admitted assets	\$ 49,485	\$ 47,705
Liabilities and surplus		
Liabilities		
Losses and loss expense reserves	\$ 17,247	\$ 16,628
Unearned premiums	8,906	8,447
Accrued expenses and taxes, other than federal income taxes	800	791
Agents' security compensation plan reserve	789	993
Other liabilities	2,829	2,824
Total liabilities	\$ 30,571	\$ 29,683
Surplus		
Surplus notes, net of unamortized issue discount of \$8 and \$9 as of December 31, 2022 and 2021, respectively	\$ 3,546	\$ 3,545
Unassigned surplus	15,368	14,477
Total surplus	\$ 18,914	\$ 18,022
Total liabilities and surplus	\$ 49,485	\$ 47,705

See accompanying notes to the consolidated and combined statutory financial statements.

Certification

I, Jamie Train, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2022 and 2021 to the best of my knowledge and belief.

Jamie Train

Jamie Train



ANDREW SWARTZEL
NOTARY PUBLIC • STATE OF OHIO
Comm. No. 2021-RE-839107
My Commission Expires Oct. 24, 2028

County of Franklin

Andrew Swartzel
4-11-23



On Your Side®

Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio

Surety Administrative Office:

1100 Locust Street

Department 2006

Des Moines, IA 50391-2006

1-866-387-0457 • Fax (515) 508-4101

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Nationwide Mutual Insurance Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and 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 capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amount as of December 31, 2022, which amounts have been certified as indicated by certified public accountants KPMG, and will be included in the Annual Statement to be filed with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

Capital (common Stock): \$0

Surplus: \$15,367,999,999

(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:

Nationwide Mutual Insurance Company

\$1,545,739,000

July 1, 2023

(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 R.S.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):

Not Applicable

(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 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:

Reinsure	Address	Amount
----------	---------	--------

Not Applicable

(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 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 public agency.

CERTIFICATE

I, Lisa Nosal, as **Attorney-in-Fact** of Nationwide Mutual Insurance Company, a mutual insurance company domiciled in Ohio, 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/officer)

Lisa Nosal

(Printed name of certifying agent/officer)

Attorney-in-Fact

(Title of certifying agent)

Dated: August 2, 2023

(month, day, year)

Bear Brook Road Roadway Reconstruction

BID DOCUMENT SUBMISSION CHECKLIST
TOWNSHIP OF WEST WINDSOR
 (Pursuant to N.J.S.A. 40A:11-23.1b)

A. FAILURE TO SUBMIT THE FOLLOWING DOCUMENTS PRIOR TO THE OPENING OF BIDS IS A MANDATORY CAUSE FOR THE BID TO BE REJECTED. (N.J.S.A. 40A:11-23.2)

Required with Submission of Bid By State Statute		Bidder: Initial each item Submitted with Bid
X	If applicable, bidder's acknowledgement of receipt of any notice(s) or revisions(s) or addenda to an advertisement, specifications or bid document	AMC
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	AMC
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	AMC
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	AMC
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	AMC

B. FAILURE TO INCLUDE WITH THIS BID THE FOLLOWING DOCUMENTS MAY BE CAUSE FOR DISQUALIFICATION

West Windsor Requires w. Submission of Bid		Bidder: Initial each Item Submitted w/ Bid
X	Bid Document Submission Checklist	AMC
X	Completed and signed Bid Forms and Items	AMC
X	Acknowledgement of receipt of changes to Bid document Form (if required)	AMC
X	Affidavit of Bidder that he/she is not on the State of New Jersey's list of Disbarred, Suspended or Disqualified Vendors	AMC
X	Contractors Qualification Questionnaire	AMC
X	Non-Collusion Affidavit (must be notarized)	AMC
X	Mandatory Equal Employment Opportunity Language (must be notarized) Agreement	AMC
X	Hold Harmless Agreement	AMC
X	Prevailing Wage Affidavit	AMC
	Payment Bond	
	Performance Bond	
	Maintenance Bond	
	Contractor's Affidavit	
	Contractor's Release	
X	Americans with Disabilities Act	AMC

C. FAILURE TO PROVIDE THE FOLLOWING DOCUMENTS PRIOR TO THE TIME OF AWARD WILL BE CAUSE FOR DISQUALIFICATION

West Windsor Requires At Award		Bidder: Initial each Item Submitted w/ Bid
X	New Jersey Business Registration Certificate as required by N.J.S.A. 52:32-44	AMC
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	AMC
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	AMC
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	AMC
X	Combined Certification: Prohibited Activities in Russia and Belarus & Investment Activities In Iran	AMC

Bear Brook Road Roadway Reconstruction

D. SIGNATURE: The undersigned hereby acknowledges reading and submitting the above listed requirements

Name of Bidder: Earle Asphalt Company

By Authorized Representative: Brian M. Cooper, PE

Signature: 

Print Name and Title: Brian M. Cooper, PE, Manager of Engineering

Date Signed: August 2, 2023

Bear Brook Road Roadway Reconstruction**BID FORM and BID ITEMS**

TO: The Township of West Windsor
P. O. Box 38
271 Clarksville Road
Princeton Junction, New Jersey 08550

RE: **WEST WINDSOR TOWNSHIP**
Bear Brook Road
Roadway Reconstruction

This Bid will not be accepted after **2:30 pm** prevailing time on August 2, 2023 at which time all Bids will be publicly opened and read.

Earle Asphalt Company

Name of Firm Submitting Bid

The following Bid is hereby made to the Township of West Windsor.

The undersigned Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary for the work specified.

The undersigned Bidder has examined the location of the proposed work, the Plans, Specifications and other Contract Documents and is familiar with the local conditions at the place where work is to be performed, and understands that information relative to existing structures, apparent and latent conditions and natural phenomena as furnished in the Contract Documents or by the Owner or Engineer, carries no guarantee expressed or implied as to its completeness or accuracy and has made all due allowances therefore; and understands that the quantities of work tabulated in this Bid or indicated on the Plans or in the Specifications are only approximate and are subject to increase or decrease.

The undersigned Bidder declares that this Bid is made without connection with any other person or persons making Bids for the same work and is in all respects fair and without collusion or fraud.

The undersigned Bidder has determined the quantity and quality of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned Bidder agrees that the prices bid, for all items, shall apply to actual quantities required, approved, and used during construction of the project, including addenda, change orders and supplemental agreements.

The undersigned Bidder hereby agrees to be bound by the award of the Contract, and if awarded the Contract on this Bid, to execute within ten (10) days after receipt of notification that the Contract Documents are ready for signature, the required Contract Agreement and the required Contract Bonds and Insurance Certificates, of which Contract this Bid, the Plans for the work, and the Specifications as above indicated, shall be a part.

Bear Brook Road Roadway Reconstruction

The undersigned understands that the Owner reserves the right to reject any or all Bids or to waive any informality or technicality of any Bid in the interest of the Owner.

Accompanying this Bid is a Bid Bond, Cashier's Check or a certified Check in the sum of ten (10%) percent of the amount of the Bid, or \$20,000.00, whichever is less, payable to the Owner as a guarantee that the Agreement will be executed. A Performance Bond, and the specified insurance certificates, will be furnished within ten (10) days after receipt of notification that the Contract Agreements are ready for signature.

If this Bid shall be accepted by the Owner, and the undersigned shall fail to contract aforesaid, then the Owner shall be entitled to recover from the Bidder, the difference between the amount specified in the Bid and the amount for which the Owner may contract with another party to perform the work covered by said Bid, if the latter amount be in excess of the former.

If this Bid shall be accepted by the Owner, the undersigned agrees to complete the entire work proposed under this Contract within the time limit specified in the Agreement section of these specifications.

The following Bid Schedule will be completed in ink or typewritten. The amount of each Bid Item shall be written in both words and figures with the extensions in figures only. In the case of a discrepancy, the amount written in words will govern. The successful Bidder will be required to furnish a Bid Breakdown for lump sum items as indicated in the "Instructions to Bidders."

The Undersigned understands that this project is being completed with funds from the New Jersey Department of Transportation and must submit all relevant forms and contract documents.

BASE BID

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Division 1 Section 01601 NJDOT # 154003P	MOBILIZATION LUMP SUM @ \$ 29,992.77 Twenty nine thousand nine hundred ninety two dollars & seventy seven cents (Write out price)	\$29,992.77
2	Special Conditions Division 1 NJDOT # 160007M	ASPHALT PRICE ADJUSTMENT 1,600 DOLLARS @ \$1.00 PER DOLLAR One Dollar and Zero Cents (Write out price)	\$1,600.00
3	Division 1 NJDOT # 160004M	FUEL PRICE ADJUSTMENT 1,000 DOLLARS @ \$1.00 PER DOLLAR One Dollar and Zero Cents (Write out price)	\$1,000.00

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
4	NJDOT # 159003M	BREAKAWAY BARRICADE (IF AND WHERE DIRECTED) 30 UNITS @ \$ 0.01 PER UNIT	\$0.30
		Zero dollars & one cent (Write out price)	
5	Division 2 NJDOT # 159009M	TRAFFIC CONE (IF AND WHERE DIRECTED) 60 UNITS @ \$ 0.01 PER UNIT	\$0.60
		Zero dollars & one cent (Write out price)	
6	Division 2 NJDOT # 159006M	DRUM (IF AND WHERE DIRECTED) 70 UNITS @ \$ 0.01 PER UNIT	\$0.70
		Zero dollars & one cent (Write out price)	
7	Division 2 NJDOT # 159012M	CONSTRUCTION SIGNS (IF AND WHERE DIRECTED) 80 SQUARE FEET @ \$ 15.00 PER SQUARE FOOT	\$1,200.00
		Fifteen dollars & zero cents (Write out price)	
8		BREAKAWAY SIGN POST, TRAFFIC CONTROL (IF AND WHERE DIRECTED) 11 UNITS @ \$ 0.01 PER UNIT	\$0.11
		Zero dollars & one cent (Write out price)	
9	NJDOT # 159135M	TEMPORARY PAVEMENT MARKERS (IF AND WHERE DIRECTED) 2,500 UNITS @ \$ 0.01 PER UNIT	\$25.00
		Zero dollars & one cent (Write out price)	
10		UNIFORM TRAFFIC CONTROL OFFICER (NJDOT NOT PARTICIPATING IN THIS ITEM) 320 HOURS @ \$ 135.00 PER HOUR	\$43,200.00
		One Hundred Thirty Five Dollars and Zero Cents (Write out price)	

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
11		POLYMERIZED JOINT ADHESIVE	
	NJDOT # 401027M	445 LINEAR FEET @ \$ 0.01 PER LINEAR FOOT Zero dollars & one cent (Write out price)	\$4.45
12		HMA MILLING 2" 5.88 23,449 SQUARE YARDS @ \$ PER SQUARE YARD	\$137,880.12
	NJDOT # MMR078M	Five dollars & eighty eight cents (Write out price)	
13		5" HOT MIX ASPHALT PAVEMENT REPAIR (IF AND WHERE DIRECTED) 8.33 3,157 SQUARE YARDS @ \$ PER SQUARE YARD	\$26,297.81
	NJDOT # 401021M	Eight dollars & thirty three cents (Write out price)	
14		HOT MIX ASPHALT 9.5 M 64 SURFACE COURSE 2,831 TONS @ \$ 103.00 PER TON	\$291,593.00
	NJDOT # 401042M	One hundred three dollars & zero cents (Write out price)	
15		TACK COAT 2,348 GALLONS @ \$ 0.01 PER GALLON	\$23.48
	NJDOT # 401030M	Zero dollars & one cent (Write out price)	
16		REMOVE CONCRETE SIDEWALK 1,406 SQUARE FEET @ \$0.01 PER SQUARE FOOT	\$14.06
		Zero dollars & one cent (Write out price)	
17		REMOVE HOT MIX ASPHALT SIDEWALK 3,423 SQUARE FEET @ \$0.01 PER SQUARE FOOT	\$34.23
		Zero dollars & one cent (Write out price)	

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
18	NJDOT # 606012P	CONCRETE SIDEWALK, 4" THICK 5,004 SQUARE FEET @ \$10.50 PER SQUARE FOOT Ten dollars & fifty cents (Write out price)	\$52,542.00
19	NJDOT # 302051P	DENSE GRADED AGGREGATE BASE COURSE, VARIABLE THICKNESS (IF AND WHERE DIRECTED) 150 CUBIC YARDS @ \$ 6.00 PER CUBIC YARD Six dollars & zero cents (Write out price)	\$900.00
20	NJDOT # 607021P	6"X8"X18" CONCRETE VERTICAL CURB (REMOVE AND REPLACE) 720 LINEAR FEET @ \$ 39.75 PER LINEAR FOOT Thirty nine dollars & seventy five cents (Write out price)	\$28,620.00
21	NJDOT # 606084P	DETECTABLE WARNING SURFACE 258 SQUARE FEET @ \$ 40.00 PER SQUARE FOOT Forty dollars & zero cents (Write out price)	\$10,320.00
22	NJDOT # 612003P	REGULATORY AND WARNING SIGN 15 SQUARE FEET @ \$ 50.00 PER SQUARE FOOT Fifty dollars & zero cents (Write out price)	\$750.00
23		BREAKAWAY SIGN POST AND HARDWARE 3 UNITS @ \$ 150.00 PER UNIT One hundred fifty dollars & zero cents (Write out price)	\$450.00
24	NJDOT # 610003M	TRAFFIC STRIPES, 4" YELLOW 10,031 LINEAR FEET @ \$ 0.50 PER LINEAR FOOT Zero dollars & fifty cents (Write out price)	\$5,015.50

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
25	NJDOT # 610007M	TRAFFIC STRIPES, 8" WHITE 1,590 LINEAR FEET @ \$ 1.00 PER LINEAR FOOT One dollar & zero cents (Write out price)	\$1,590.00
26	NJDOT # 610017M	TRAFFIC MARKING LINES, 24" WHITE 969 LINEAR FEET @ \$ 5.00 PER LINEAR FOOT Five dollars & zero cents (Write out price)	\$4,845.00
27	NJDOT # 610017M	TRAFFIC MARKING LINES, 24" YELLOW 54 LINEAR FEET @ \$ 5.00 PER LINEAR FOOT Five dollars & zero cents (Write out price)	\$270.00
28	NJDOT # 610009M	TRAFFIC MARKINGS, ONLY WHITE 484 SQUARE FEET @ \$ 8.50 PER SQUARE FOOT Eight dollars & fifty cents (Write out price)	\$4,114.00
29	NJDOT # 610009M	TRAFFIC MARKINGS, ARROW WHITE 690 SQUARE FEET @ \$ 8.50 PER SQUARE FOOT Eight dollars & fifty cents (Write out price)	\$5,865.00
30		GROUND MOUNTED FLEXIBLE DELINEATOR, WHITE 20 UNITS @ \$ 225.00 PER UNIT Two hundred twenty five dollars & zero cents (Write out price)	\$4,500.00
31		GROUND MOUNTED FLEXIBLE DELINEATOR, YELLOW 11 UNITS @ \$ 225.00 PER UNIT Two hundred twenty five dollars & zero cents (Write out price)	\$2,475.00

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
32		REMOVE AND REPLACE SPLIT RAIL FENCE 52 LINEAR FEET @ \$ 60.00 PER LINEAR FOOT <u>Sixty dollars & zero cents</u> (Write out price)	<u>\$3,120.00</u>
33	NJDOT # 603006P	CONCRETE SLOPE GUTTER, 6" THICK 68 SQUARE YARDS @ \$140.00 PER SQUARE YARD <u>One hundred forty dollars & zero cents</u> (Write out price)	<u>\$9,520.00</u>
34		INLET REPAIR 19 UNITS @ \$ 1,250.00 PER UNIT <u>One thousand two hundred fifty dollars & zero cents</u> (Write out price)	<u>\$23,750.00</u>
35	NJDOT # 602213M	REMOVE AND REPLACE CURB PIECE, ECO HEAD 19 UNITS @ \$ 300.00 PER UNIT <u>Three hundred dollars & zero cents</u> (Write out price)	<u>\$5,700.00</u>
36		SOLAR POWERED BI-DIRECTIONAL RECTANGULAR RAPID FLASHING BEACON (RRFB), COMPLETE 4 UNITS @ \$ 15,000.00 PER UNIT <u>Fifteen thousand dollars & zero cents</u> (Write out price)	<u>\$60,000.00</u>
TOTAL PRICE BASE BID (Items 1-36)			<u>\$757,213.13</u>
Seven hundred fifty seven thousand two hundred thirteen dollars & thirteen cents			
(TOTAL AMOUNT BASE BID WRITTEN IN WORDS)			

Bear Brook Road Roadway Reconstruction

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM & PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
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If a Corporation,

Name of Contractor Earle Asphalt Company

Signature of Bidder  Brian M. Cooper, PE
 Name Title Manager of Engineering

Business Address 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719

Incorporated under the Laws of the State of New Jersey

President Walter R. Earle II
(Name) (Title)

Secretary Michael G. Earle
(Name) (Title)

Treasurer Michael G. Earle
(Name) (Title)

Dated: August 2, 2023

(Affix Corporation Seal Here)

If a Partnership, Individual, or Non-Incorporated Organization, N/A

Name of Company _____

Signature of Bidder _____
(Name) (Title)

Names and Addresses of Members of Company

Bear Brook Road Roadway Reconstruction

ACKNOWLEDGEMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA TO BID DOCUMENTS FORM

**TOWNSHIP OF WEST WINDSOR
BEAR BROOK ROAD
ROADWAY RECONSTRUCTION**


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 local unit'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.

West Windsor Township Reference Number or Title of Addendum/Revision		How Received (mail, fax, pick- up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
None				BMC

Acknowledged by Bidder

Name of Bidder: Earle Asphalt Company

By Authorized Representative: Brian M. Cooper, PE

Signature: 

Print Name and Title: Brian M. Cooper, PE, Manager of Engineering

Bear Brook Road Roadway Reconstruction

Date: August 2, 2023

Bear Brook Road Roadway Reconstruction

BID BOND

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

Earle Asphalt Company as Principal, and Federal Insurance Company as Surety, are

hereby held and firmly bound unto the **Township of West Windsor**, as Owner, in the Penal Sum of

Ten Percent of Amount Bid Not to Exceed Twenty Thousand Dollars (\$ 10% NTE \$20,000) for the payment of which, well and truly to be

made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this, 1st day of August, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the Township of West Windsor a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the

Bear Brook Road Roadway Reconstruction

NOW THEREFORE,

- A) If said Bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

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 Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: Michael G. Earle
 Witness
 Michael G. Earle, Secretary

BY: [Signature]
 India Buxton, Witness

Earle Asphalt Company
 Principal
[Signature]
 Brian M. Cooper, PE, Manager of Engineering

Federal Insurance Company
 Surety
[Signature]
 Gentry Stewart, Attorney-in-Fact

Bear Brook Road Roadway Reconstruction**SUBCONTRACTOR DECLARATION and LIST OF SUBCONTRACTORS**

IF THE PROJECT'S SCOPE OF WORK INVOLVES SPECIALTY TRADE CATEGORIES, PLEASE LIST SUBCONTRACTOR INFORMATION AND/OR SUB-SUBCONTRACTOR INFORMATION BELOW.

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

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

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

All Bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other legal firm or legal entity. Accordingly, if a Bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the Bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3 in the entity submitting the bid. Alternately, if a Bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:23-1.3.

If the project's scope of work involves specialty trade categories, the General Contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the General Contractor himself rather than through the utilization of a subcontractor shall write the words "**IN-HOUSE**" next to each applicable category and then insert the name, and the license number where required, of each such employee of the General Contractor or the General Contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

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

Bear Brook Road Roadway Reconstruction

LIST OF SUBCONTRACTORS

TITLE OF BID: Bear Brook Road Roadway Reconstruction

NAME OF BIDDER: Earle Asphalt Company

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
None				

Plumbing and Gas Fitting and All Kindred Work: None

Name _____ Phone # _____

Address _____

License Number _____

Electrical Work: None

Name _____ Phone # _____

Address _____

License Number _____

Structural Steel and Ornamental Iron Work: None

Name _____ Phone # _____

Address _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating Work: None

Name _____ Phone # _____

Address _____

Bear Brook Road Roadway Reconstruction

BIDDER'S AFFIDAVIT INDICATING THEY ARE NOT DEBARRED, SUSPENDED AND DISQUALIFIED BY THE STATE OF NEW JERSEY

TOWNSHIP OF WEST WINDSOR
COUNTY OF MERCER


I, Brian M. Cooper, PE of the Municipality of Township of Wall in the County of Monmouth and the State of New Jersey of full age, being duly sworn according to the law on my oath depose and say that:

I am Manager of Engineering, an officer of the firm of Proposal for the above-named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of Treasury, Division of Property Management & Construction list of Debarred, Suspended and Disqualified bidders and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the Township relies upon the truth of the statements contained in said Proposal and in the statements contained in the Affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's list of Debarred, Suspended and Disqualified bidders list at any time prior to, and during the life of this Contract, including the Guarantee Period, that the Township shall be immediately so notified by the signatory of this Eligibility Affidavit.


The undersigned understands that the firm making the Bid as a Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor violates any statute or regulations as enumerated in N.J.A.C. 17:12-6.3 or N.J.A.C. 7:1D-2.2.

Earle Asphalt Company
Name of Contractor (Type or Print)

 Manager of Engineering
Signature/Title

Subscribed and Sworn before me this
2nd Day of August, 2023

Brian M. Cooper, PE
(Type or Print Name of Affiant)


Notary Public
My Commission Expires _____

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: February 5, 1968

Name and address of Officers: _____

President: Walter R. Earle II 400 Laurel Avenue, Brielle, NJ 08730

Vice President: Thomas J. Earle 303 Cooper Avenue, Red Bank, NJ 07701

Secretary: Michael G. Earle 556 Navesink River Road, Red Bank, NJ 07701

Treasurer: Michael G. Earle 556 Navesink River Road, Red Bank, NJ 07701

CONTRACTOR'S EXPERIENCE

- How many years has your organization been in business as a general contractor under your present business name?
49 years and 6 years as Earle Asphalt & Paving Co.
- How many years' experience in this type of construction work has your organization had? 55 years
- What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary.)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	<u>\$ See Attached</u>	_____	_____
B.	<u>\$ _____</u>	_____	_____
C.	<u>\$ _____</u>	_____	_____
D.	<u>\$ _____</u>	_____	_____
E.	<u>\$ _____</u>	_____	_____

Names, Addresses and Telephone Numbers of References for the items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>See Attached</u>	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

- Have you ever failed to complete any work awarded to you (within the last ten years)? No

EARLE ASPHALT COMPANY - (REFERENCES) PAST PROJECTS

<u>OWNER</u>	<u>CONTACT</u>	<u>PROJECT NAME</u>	<u>COMPLETION</u>	<u>AMOUNT</u>
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	South Olden Avenue - Road Improvements	01/17	551,221.46
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	Daniel Hesslein, PE 732-750-5300	Placement of Pervious Placement Within Grassed Median Areas Contract P200.416	02/17	673,486.73
Township of Lawrence 2207 Lawrence Road Lawrence Township, NJ 08648	James F. Parvesse, PE 609-844-7087	2016 Road Improvement Program	03/17	1,063,170.20
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf of Certain County Rds Contract 2015E Lakehurst to CR 527	6/17	1,210,307.64
Borough of Freehold 51 West Main Street Freehold, NJ 07728	c/o Abbington Eng. (732) 431-1440	2016 Overall Roadway Improvements	06/17	497,892.68
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	2015 Road Program Phase II	06/17	1,989,769.43
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Rd Recon at Pelican Point 23rd Ave & 24th Ave	06/17	362,746.39
Middlesex Water Company 1500 Ronson Road Iselin, NJ 08330	Brian Carr 732-634-1500	Plainfield Ave 42" Water Main Extension	08/17	2,452,209.43
Township of Middletown One Kings Highway Middletown, NJ 07748	c/o T&M Associates Dennis J. Mantlick, PE 732-473-3400	2015 Cooper Road and Main Street Improvements	08/17	737,358.06
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon of East County Line Road (CR 526) Apple Street to Rt 549 Ph II	9/17	982,288.57
City of Trenton 319 East State Street Trenton, NJ 08608	c/o Roberts Eng. Cameron Corini, EIT 609-586-1141	Reconstruction of South Broad Street	09/17	508,901.93

Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Sunset Boulevard & Aberfoyle Drive Road Improvements	10/17	628,007.91
Township of Bordentown 1 Municipal Drive Bordentown, NJ 08505	c/o CME Assoc. Gregory R. Valesi 732-462-7400	2016 Roadway Improvement Program	11/17	992,390.97
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates John J. Stefani, PE 732-462-7400	Mermaid Drive Improvements	11/17	436,990.43
Borough of Spring Lake Heights 555 Brighton Avenue Spring Lake Heights, NJ 07762	Joseph C. May, PE Borough Engineer 732-449-3500	Municipal Road Imps - NJDOT Local Aid Mun Road Imps.	11/17	564,255.84
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf Portions of Certain County Roads, 2016B	12/17	2,690,283.76
Lacey Municipal Utilities Auth. 123 S. Main Street Forked River, NJ 08731	c/o Remington Vernick Alan Dittenhofer 732-286-9220	Fairview Avenue Sanitary Improvs Contract No. 2015-1	12/17	485,381.99
Township of Manchester 1 Colonial Drive Manchester, NJ 08759	c/o Maser Consulting Robert Mullin, PE, PP 877-627-3772	Reconstruction of Broadway Boulevard - Phase 2	12/17	345,538.43
County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph M Ettore, PE 732-431-7760	2016 Resurf of Various County Rds.	12/17	3,996,388.77
Township of Eagleswood 146 Division Street West Creek, NJ 08092	c/o Owen, Little & Assoc Frank J. Little, Jr. 732-908-2695	SFY '15 Downtown Area Imps West Side of NJSH Rt 9 Thomas Ave to Willetts Ave	01/18	233,695.86
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates John J. Stefani, PE 732-462-7400	2016 Roadway Improvement Program, #2016-046	01/18	1,308,091.39
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Pine & Spruce Street Road Improvements	01/18	294,556.37
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Alaimo Group Nelson Landon, PE 609-267-8310	Sabinas, Virgin Island & Gorginio Improvements	01/18	429,987.43

Township of Colts Neck 124 Cedar Drive Colts Neck, NJ 07722	Glenn Gerken, PE c/o T&M Associates 732-473-3400	FY 2016 Municipal Aid Road Program	02/18	393,822.07
Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Van Cleef Eng. Herbert J. Seeburger 609-689-1100	Hopewell-Wertsville Road Ph II	03/18	303,501.34
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Improvements to Sylvan Lake Boulevard	03/18	396,237.58
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Replace Jackson Mills Culvert Jackson	04/18	1,109,439.50
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf Portions of Certain County Roads, 2016A	05/18	2,721,283.06
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Washington Avenue Elevation and Restoration Project	05/18	686,061.45
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Kristin Way, Paxson Ave Ext, Stratton Drive	05/18	488,748.99
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Ridge Avenue Reconstruction	05/18	1,075,276.04
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Whitehorse-Hamilton Square Road Cypress Lane to Klockner Road	06/18	457,768.65
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	FY 2016 Local Aid Lake Riviera Ph III	06/18	1,448,945.21
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	FY 2015 NJDOT Municipal Aid Road Program Improvements to Harvard Avenue	06/18	262,004.39
Borough of Beachwood 1600 Pinewald Road Beachwood, NJ 08722	c/o T&M Associates Charles Cunliffe, PE 732-473-3400	2016 Capital Imp Program & Water Main Replacement	07/18	553,988.02

Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Superstorm Sandy - North Beach Road & Drainage Repairs Ph 2	07/18	1,088,667.24
Borough of Fieldsboro 204 Washington Street Fieldsboro, NJ 08505	c/o Maser Consulting Anthony Sinn 856-797-0412 x 4154	Rdwy Imps for Washington Street from Second Street to Fourth Street	08/18	197,847.65
Township of Colts Neck 124 Cedar Drive Colts Neck, NJ 07722	c/o T&M Associates Glenn Gerken, PE 732-473-3400	FY 2017 Capital Rdwy Improvement Program Phase I	08/18	652,539.76
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon of the Hyson Road-Cook Bridge Road Intersection, Jackson	08/18	1,096,208.38
Borough of Seaside Park 1701 North Ocean Avenue Seaside Park, NJ 08752	c/o CME Associates Drew Pavlick, PE, PP 732-462-7400	Improvements to North Avenue	08/18	500,836.58
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Improvements to Nostrand Drive & Abergele Court	08/18	479,206.24
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	John Ernst 732-750-5300	Central Pavement Restoration/Misc. Improvements, Contract P200.396	09/18	8,991,308.32
Township of Neptune 25 Neptune Boulevard Neptune, NJ 07753	Leanne Hoffmann, PE 732-988-5200	Improvements to Brighton Avenue Force Main	10/18	330,653.47
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Ortley Beach Resurfacing and Striping Project	10/18	2,134,024.71
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o CME Associates Drew Pavlick, PE, PP	Roadway Improvements to Birchwood Park - Phase II	11/18	518,853.04
Township of Upper Freehold 314 Route 539 Cream Ridge, NJ 08514	c/o T&M Associates Patrick Jeffery, PE, PP 856-722-6700	2017 Capital Program	11/18	1,464,582.88
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Tindall Avenue & Redfern Street Road Improvements	11/18	614,649.06

Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Fort de France Avenue Recon.	11/18	338,210.30
Township of Burlington 851 Old York Road Burlington Township, NJ 08016	Donald McAllister 609-239-5836	Mill & Overlay of Various Streets Contract 2017-12	12/18	735,675.90
City of Long Branch 344 Broadway Long Branch, NJ 07740	c/o Leon S. Avakian Louis J. Lobosco, PE 732-922-9229	2016 Roadway Improvements	12/18	1,023,662.18
Borough of Morrisville 35 Union Street Morrisville, PA 19067	c/o Gilmore & Assoc. Elora M. Das E.I.T. 215-369-3955	Plaza Boulevard Roadway Resurf. Contract #18-06003	01/19	131,888.96
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction of Hope Chapel Road CR 547, Manchester and Jackson	01/19	977,891.48
Borough of Hightstown 148 North Main Street Hightstown, NJ 08520	c/o Van Cleef Eng. Herbert J. Seeburger Jr 609-689-1100	Roadway Reconstruction East Ward Street	01/19	371,722.91
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates John J. Stefani, PE 732-462-7400	Mermaid Drive Improvements Ph 2 #2018-02	01/19	416,241.18
Borough of Morrisville 35 Union Street Morrisville, PA 19067	c/o Gilmore & Assoc. Elora M. Das, EIT (215) 369-3955 x 712	Contract # 18-06003 Plaza Boulevard Roadway Resurfacing	01/19	131,888.96
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	Joseph Francisco c/o Boswell Engineering jfrancisco@boswellengineering.com	GSP Improvements Exit 105 Contract P300.271	02/19	20,785,978.17
Borough of Spring Lake 423 Warren Avenue Spring Lake, NJ 07762	c/o Leon S. Avakian Louis J. Lobosco, PE 732-922-9229	Lorraine Avenue and Tuttle Avenue Water Distribution System Improvs.	02/19	779,582.69
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction/Resurfacing Contract 2017B	03/19	2,861,058.69
Borough of Point Pleasant 2233 Bridge Avenue Point Pleasant, NJ 08742	c/o Remington Alan B. Dittenhofer, PE 732-286-9220	Mill & Overlay of Various Locations	04/19	276,604.86

County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction/Resurfacing Contract 2016C	05/19	3,976,602.68
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Anthony Srital (732) 625-4340	Route 33 Business from Kondrup Way to Fairfield Road	05/19	2,771,713.13
Borough of Hightstown 156 Bank Street Hightstown, NJ 08520	c/o Roberts Eng. Carmela Roberts, PE 609-586-1141	First Avenue and Forman Street Water Main Extension Project	07/19	274,985.35
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Holly Hill Cove Roadway Resurfacing	08/19	424,598.97
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Dhaval Patel 732-625-4340	Route 295, Route 130 to Independence Avenue	08/19	4,845,477.67
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	John Ernst 732-750-5300	GSP Roadway Resurfacing (2017) Contract No. P200.418	08/19	11,201,588.11
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Lions Head South Boulevard Road Improvements	08/19	559,313.13
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	North Beaches - Resurfacing & Striping Project	08/19	3,432,681.38
Township of Medford 17 North Main Street Medford, NJ 08055	Christopher J. Noll, PE (856) 235-7170	Skeet Road Phases II & III	09/19	555,806.02
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract A FY 2016 Mun Aid Prog. Saint Louis Ave to Baltimore Ave Avenue	10/19	307,109.96
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract B FY 2017 Mun Rd Imps Baltimore Ave to Ocean Ave	10/19	373,841.56
Township of Berkeley 627 Pinewald-Keswick Rd	c/o Najarian Associates John Freeman, PE	Stockport, Yucatan, Maison, Prince Charles	11/19	502,286.21

County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction/Resurfacing Contract 2016C	05/19	3,976,602.68
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Anthony Srital (732) 625-4340	Route 33 Business from Kondrup Way to Fairfield Road	05/19	2,771,713.13
Borough of Hightstown 156 Bank Street Hightstown, NJ 08520	c/o Roberts Eng. Carmela Roberts, PE 609-586-1141	First Avenue and Forman Street Water Main Extension Project	07/19	274,985.35
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Holly Hill Cove Roadway Resurfacing	08/19	424,598.97
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Dhaval Patel 732-625-4340	Route 295, Route 130 to Independence Avenue	08/19	4,845,477.67
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	John Ernst 732-750-5300	GSP Roadway Resurfacing (2017) Contract No. P200.418	08/19	11,201,588.11
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Lions Head South Boulevard Road Improvements	08/19	559,313.13
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	North Beaches - Resurfacing & Striping Project	08/19	3,432,681.38
Township of Medford 17 North Main Street Medford, NJ 08055	Christopher J. Noll, PE (856) 235-7170	Skeet Road Phases II & III	09/19	555,806.02
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract A FY 2016 Mun Aid Prog. Saint Louis Ave to Baltimore Ave Avenue	10/19	307,109.96
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract B FY 2017 Mun Rd Imps Baltimore Ave to Ocean Ave	10/19	373,841.56
Township of Berkeley 627 Pinewald-Keswick Rd	c/o Najarian Associates John Freeman, PE	Stockport, Yucatan, Maison, Prince Charles	11/19	502,286.21

Bayville, NJ 08721	732-389-0220			
Township of Howell 1460 Route 9 South Howell, NJ 07731	c/o CME Associates Bennett A. Matlack, PE 732-389-0220	Howell Capital Program #2 Mill & Overlay	11/19	2,119,000.65
Township of Ewing 2 Jake Garzio Drive Ewing, NJ 08628	c/o Remington Kahleen Niemann (856)303-1245	FY' 2018 NJDOT Trust Fund Resurfacing of Buttonwood Drive	11/19	474,743.81
Brick Township BOE 101 Hendrickson Avenue Brick, NJ 08724	c/o Suburban Consult Kirk Danielson (732) 282-1776	Veterans Memorial Middle School Parking Lot Improvements	11/19	971,149.40
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2017C Recon/Resurf County Roads	12/19	3,235,196.56
Borough of Island Heights 1 Wanamaker Municipal Comp P.O. Box 797 Island Heights, NJ 08732	c/o Maser Consulting Bruce Bradford	2018 Water Main Replacement	12/19	664,418.90
West Windsor Parking Authority 64 Princeton Highstown Road Princeton Junction, NJ 08550	c/o ACT Engineers Andrew C. Birtok, PE (609) 918-0200	2019 Repaving Project	12/19	762,622.73
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Steve Tracy (732) 625-4340	Route 9 Bridge Over Waretown Creek	01/20	3,069,713.13
Township of Hopewell 201 Washington Crossing Pennington Road Titusville, NJ 08560	c/o Van Cleef Eng. Herbert Seeburger, PE (609) 689-1100 x 1010	2018 Road Maintenance Program Various Roads, Contract 18-02	1/20	942,793.13
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650-0150	Donald Ragazzo 609-890-3636	Fitzrandolph Avenue, Hewitt Road & West McGalliard Avenue - Road Improvements	1/20	575,092.72
Township of Toms River 33 Washington Street Toms River, NJ 08753	Robert J. Chankalian (732) 341-1000	Elevation of Pumpshire Road	1/20	577,013.13
Township of Toms River 33 Washington Street Toms River, NJ 08753	Robert J. Chankalian (732) 341-1000	Bay Breeze & Sea Breeze Drive Road Elevation Project	2/20	2,232,639.23

Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Forest Drive & Shady Lane Road Improvements	2/20	472,083.23
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	2019 NJDOT MA Jamaica Blvd Phase III Road Reconstruction	3/20	382,655.07
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates Lucee Zamor (732) 462-7400	2018 Roadway Improvements Program Bid # 2018-056	4/20	1,660,239.98
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	Pulaski Blvd & Satiago Dr West Mill & Overlay	5/20	317,313.13
Borough of Pennington 30 North Main Street Pennington, NJ 08534	c/o Van Note-Harvey Brandon Fetzer 609-987-2323	East Curfis Avenue and Weidel Dr Reconstruction Project	5/20	441,869.61
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	La Dunette Drive and Santo Domingo Drive Mill & Overlay	5/20	320,413.13
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Replacement of Main Street Bridge, Ocean Township	6/20	766,432.73
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	Paradise Blvd Mill & Overlay	7/20	314,913.13
Towship of Little Egg Harbor 665 Radio Road Little Egg Harbor, NJ 08087	c/o T&M Associates Jason A. Worth, PE 732-473-3400	Improvements to Maryland Road	7/20	402,892.61
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Replacement of East Branch Culvert (Structure No. 1533-011)	08/20	538,086.28
Borough of Pt. Pleasant Beach 416 New Jersey Avenue Pt. Pleasant Beach, NJ 08742	c/o T&M Associates Charles Cunliffe 732-473-3400	FY2019 Municipal Aid Road Program Improvements to St. Louis Avenue (Phase II)	08/20	473,916.96
State of New Jersey 1035 Parkway Avenue	Andres Vanegas 609-963-1596	Route 33, Fortunato Place to School House Road	8/20	2,962,079.23

Trenton, NJ 08625	Andres.Vanegas@dot.nj.gov			
Borough of Atlantic Highlands 100 First Avenue Atlantic Highalnds, NJ 07716	c/o CME Associates Bennet Matlack 732-462-7400	2019 Municipal Aid Program	9/20	800,252.48
Borough of Eatontown 47 Broad Street Eatontown, NJ 07724	c/o ARH Associates Zayineth Carballo 609-561-0482	2019 Eatontown Road Program	9/20	701,749.94
Township of Howell 4567 Route 9 North Howell, NJ 07731	c/o Boro Engineering Albert Yodakis 732-996-7076	Repaving of Cranberry Road	10/20	628,397.21
Township of Toms River 33 Washington Street Toms River, NJ 08753	c/o Robert Chankalian 732-341-1000	2019 Township Wide Paving Prg	10/20	3,928,607.94
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Vernick Willaim Dempsey 732-427-2437	2019 NJDOT Local Freight Grant	10/20	684,749.35
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Darshan Patel 609-963-1596 Darshan.Patel@dot.nj.gov	Maint Rdwy Repair Contract Central Sub-Region C-3, Contract 311	10/20	6,828,128.46
Township of Tabernacle 163 Carranza Road Tabernacle, NJ 08088	c/o Dante Guzzi Eng. William Buechele 609-654-4440	2020 Road Program Project Contract Np. TAB2020-1	11/20	531,315.17
Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540	Rich Decker 609-921-7077	Improvements to Alexander Street and Mount Lucas Road	11/20	680,015.40
Township of Little Egg Harbor 655 Radio Road Little Egg Harbor, NJ 08087	c/o T&M Associates James Worth 732-473-3400	FY2020 NJDOT Municipal Aid Road Program-Improvements to Great Bay Boulevard	12/20	583,596.69
Township of Hopwell 201 Washington Crossing- Pennington Road Titusville, NJ 08560	c/o Van Cleef Eng Herbert Seeburger 609-689-1100	2019 Road Maintenance Program Bid #19-15	12/20	1,826,13.33
Borough of Tinton Falls 556 Tinton Avenue Tinton Falls, NJ 07724	c/o T&M Associates Thomas Neff 732-671-6400	2018 Road Improvement Program	12/20	2,067,248.61

State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Donald Olla 609-963-1596	MRRRC Central, Sub-Region C-1 Contract No. C109	12/20	5,133,496.51
Southern Regional School Dist 105 Cedar Bridge Road Manahawkin, NJ 08050	c/o Edwards Eng Simon Paige 908-231-9595	Paving & Drainage Improvements @ Southern Regional High School	12/20	1,087,450.52
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o ARH Associates	Resurfacing & Drainage Improvements Roosevelt, Harding & Truman Drives	1/21	519,800.46
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o ARH Associates	Resurfacing & Drainage Improvements P/O Midstreams w/ Dennis Dr Water Main Replacement	1/21	805,992.64
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Naresh Agrawal 609-963-1596 Naresh.Agrawal@dot.nj.gov	Route 130 & Columbus Road/ Jones Street	1/21	2,177,191.87
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Construction of Traffic Signal Contract 2017E, Toms River Twp.	2/21	759,915.37
Ewing-Lawrence Sewerage Auth 600 Whitehead Road Lawrenceville, NJ 08648	Sue 609-587-4061	Denow Road Relief Sewer Contract EL 20-02	2/21	458,364.44
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Najarian Associates John Freeman 732-389-0220	Improvements to Berkeley Roads - 2020	3/21	575,351.68
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction and Resurfacing of Portions of Certain County Roads Contract 2018D	4/21	3,669,569.15
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	Andy McConnell 732-750-5300 c/o Jacobs Eng Glenn Langowski PE	GSP Inter 109 Improvements Contract P300.390 973-267-0555	5/21	13,669,009.19
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Miken Shah 856-414-8458 Miken.Shah@dot.nj.gov	Route 206, Farmers Market Drive to Route 68	05/21	2,791,754.93
County of Ocean 129 Hooper Avenue	John Ernst 732-929-2130	Reconstruction and Resurfacing of Portions of Certain County Roads	5/21	2,096,758.92

Toms River, NJ 08754		Contract 2018A		
County of Burlington 49 Rancocas Road Mount Holly, NJ 08060	Joseph T. Brickley (609) 265-5012	2019 State Funded Over Program	5/21	3,842,557.15
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Nicholas Beyer 609-963-1596 Nicholas.Beyer@dot.nj.gov	Route 133 EB & WB, Mercer County DP #20405	5/21	4,462,149.93
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Construction of Horizontal Curve High Friction	6/21	1,921,484.96
Township of Robbinsville 2298 Route 33 Robbinsville, NJ 08691	c/o T&M Associates Donald Newell 856-722-6700	2020 Roadway Improvements to Vahlsing Way and Richardson Road	6/21	491,177.50
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Inam Qadeer 609-963-1596 Inam.Qadeer@dot.nj.gov	Route 130 Bridge Over Doctor's Creek & Crosswicks Creek	7/21	7,297,503.88
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Girish Patel 609-963-1596 Inam.Qadeer@dot.nj.gov	Route 18 Resurfacing (Texas to Rues)	7/21	14,243,019.67
Township of Ewing 2 Jake Garzio Drive Ewing, NJ 08628	c/o Remington & Vernick Kim Wendell Bibbs, PE (856) 303-1245	Silvia Street Extension	7/21	8,006,191.39
Township of Hopewell 201 Washington Crossing Pennington Road Titusville, NJ 08560	c/o Van Cleef Eng. Herbert Seeburger, PE (609) 689-1100 x 1010	Road Improvements - Scotch Road Bid #20-09	8/21	489,441.01
Township of Lacey 818 West Lacey Road Forked River, NJ 08731	c/o Van Cleef Eng. Millis Looney 732-573-0490	Nautilus Boulevard and Capstan Dr Road Improvement Project	8/21	676,749.08
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Tim Becker 609-963-1596 Tbecker@dewberry.com	Maint Rdwy Repair Contract Central Sub-Region C-3, Contract 310	8/21	11,468,819.74
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction and Resurfacing of Portions of Certain County Roads Contract 2019A	9/21	2,706,894.16

Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington & Vernick William Dempsey (732) 427-2437	2020 Mill & Pave Road Improvements	9/21	1,312,801.61
Township of Hopewell 201 Washington Crossing Pennington Road Titsville, NJ 08560	c/o Van Cleef Eng. Herbert Seeburger (609) 689-1100 x1010	2020 Road Maintenance Program Bid #20-10	9/21	896,654.51
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o ARH Associates Richard Hall (609) 561-0482	Resurf and Drainage Improvements North Lake Shore Dr, Nassau St and Duquesne Blvd.	9/21	544,490.52
Borough of Roosevelt 33 North Rochdale Avenue Roosevelt, NJ 08055	c/o Roberts Eng. Carmela Roberts 609-586-1141	Improvements to Homestead Lane, Cedar Court & Elm Court	10/21	770,243.27
Township of Chesterfield 295 Bordentown Chesterfield Rd Chesterfield, NJ 08515	Environmental Res Joseph Hirsch (856) 235-7170	Resurfacing of Sykesvill Road - NJDOT FY2019/2020	10/21	536,156.36
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Nicholas Beyer 609-963-1596 Nicholas.Beyer@dot.nj.gov	Rts 29, 129, 175 & 195 Maintenance Roadway, C116	10/21	10,449,744.81
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Kieran Dougherty 609-963-1596	Rt 195 Hobson Ave to CR 526	11/21	3,388,813.13
Township of Lower Southampton 1500 Desire Avenue Feasterville, PA 19053	c/o CKS Engineers John W. Evarts (215) 340-0600	2021 Roadway Improvement Program Contract No. 1702-55	11/21	556,204.97
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Stormwater Management Contract 2019A, Various Townships	12/21	796,932.26
Township of Ewing 2 Jake Garzio Drive Ewing, NJ 08628	John Ernst 732-929-2130	FY' 2020 & 2021 NJDOT Trust Fund Recon of Stuyvesant Ave	12/21	788,483.17
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Richard Williams 609-890-3636	Paxon Ave (Flock Rd to Robin Dr) Road Improvements	12/21	531,435.97
County of Monmouth 1 East Main Street	Thomas M. Lombardi, PE 732-431-7760	2018 Resurf of Various County Rds.	12/21	7,274,566.39

Freehold, NJ 07728

Borough of Oceanport 315 E. Main Street Oceanport, NJ 07727	c/o Maser Consulting William H.R. White III (877) 627-3772	Main St Phase 2 / Intersection at County Route 11 & Main St / East Main St	12/21	1,148,130.02
Ocean County College 1 College Drive Toms River, NJ 08753	Ryan Ward (732) 255-0400	Parking Lot 2 & Service Road Improvements	12/21	2,336,090.71
Township of Howell 4567 Route 9 North Howell, NJ 07731	c/o CME Associates Ryan McAuley	2021 Capital Program #2 - Developments	12/21	933,743.00
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o Owen, Little & Assoc. Frank Little (732) 908-2695	BID No. 2021-043 Beach Haven West Road Paving Program	12/21	633,215.61
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington & Vernick William Dempsey (732) 427-2437	Construction of Vermont Avenue Extension - Route 70 Off-Ramp to Chestnut Street	1/22	1,527,629.58
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington & Vernick William Dempsey (732) 427-2437	FY2019 NJDOT Trust Fund Rt 88 Pedestrian Safety Improvement Project	1/22	569,387.78
Township of Florence 711 Broad Street Florence, NJ 08518	c/o Colliers Engineering Nick Minner (856) 242-2075	NJDOT FY2019 Municipal Aid Potts Mill Road Improvement Phase II	2/22	537,319.34
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Najarian Associates John Freeman (732) 389-0220	Improvements to Berkeley Roads - 2021	4/22	623,871.98
Brick Township Board of Ed 101 Hendrickson Avenue Brick, NJ 08724	c/o CME Associates Drew Pavlick (732) 462-7400	Lanes Mills Elementary School Parking Lot Improvements	4/22	756,153.06
Township of Ewing 2 Jake Garzio Drive Ewing, NJ 08628	c/o Remington & Vernick Kathleen Niemann (856) 795-9595	2021 Road Improvement Program Resurfacing of Various Roads	4/22	777,126.81
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction and Resurfacing of Brick Boulevard and Hooper Avenue	6/22	3,759,417.83
New Jersey Turnpike Auth	John Ernst	NJTA E-Z Pass Improvements	06/22	7,066,833.62

1 Turnpike Plaza Woodbridge, NJ 07095	732-750-5300	Interchange 6 Toll Plaza, T300.463		
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o CME Associates 732-462-7400	2020 Resurfacing Contract - South Lake Dr., West Lake Dr., Beth Ave., Kelly Ave & Rose Ave	06/22	502,893.49
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08609	Michele Bado (609) 890-3648	Henry St, Joni Ave & Lenox Ave - Road Improvments	06/22	509,929.24
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Inam Shaikh 609-963-1596	Route 1 College Road	7/22	3,272,842.32
Borough of Deal 190 Norwood Avenue Deal, NJ 07723	Stephen Carasia (732) 531-1454	FY2022 Various Road Improvements	7/22	900,473.89
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Thomas Zook 609-963-1596	Route 195, CR 526 (Trenton- Lakewood Rd) to Route 9	8/22	8,567,882.34
Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540	Deanna Stockton (609) 924-4141	Reconstruction of Bank and Nassau Street	9/22	1,248,450.25
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08609	Terejona Acosta (609) 890-3636	South Broad St - Southbound Lanes (Lalor St to Maple Shade Ave) Road Improvements	9/22	993,105.17
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Steve Tracy	Route 70, Dakota Trail to Riverview Drive (CR 48) DP No. 20132	9/22	13,703,263.60
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Jane Lyons 609-963-1596	Route 206, Litecky Drive to New York Avenue, DP No 21116	9/22	2,213,463.06
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction and Resurfacing of CR 539 From Rt 72 to Rt 530	10/22	3,205,072.26
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Stormwater Management Contract 2020A Various Townships	10/22	1,019,936.17

Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington & Vernick William Dempsey (732) 95-8000	2021 Road Improvements - Phase I	10/22	1,749,044.57
Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540	Deanna Stockton (609) 924-4141	Roadway Resurfacing 2021	10/22	1,449,912.52
Township of Little Egg Harbor 665 Radio Road Little Egg Harbor, NJ 08087	c/o T&M Associates Jason Worth (73) 908-4763	FY 2021 NJDOT Municipal Aid Road Program - Improvements to Sea Breeze Dr & Tradewinds Dr	10/22	541,082.62
County of Burlington 1900 Briggs Road Mount Laurel, NJ 08054	Joseph M. Sadusky, PE (856) 642-3700	2019 State Funded Overlay Program 2020 Construction Contract 2	10/22	7,231,684.94
Township of Jackson 95 West Veterans Highway Jackson, NJ 08527	c/o T&M Associates Julio Vega (732)671-6400	2021 Roadway Improvement Program	10/22	1,821,194.44
Township of Medford 49 Union Street Medford, NJ 08055	Environmental Res Chirstopher Noll (856) 235-7170	Evergreen and White Pine Water Main Replacement	11/22	641,704.63
Township of Howell 4567 Route 9 North Howell, NJ 07731	c/o T&M Associates Charles Cunliffe (732) 908-4767	2020 Capital Program #3 - Various Out Roads (Howell Contract #21-18)	11/22	1,931,389.36
Township of Little Egg Harbor 665 Radio Road Little Egg Harbor, NJ 08087	c/o T&M Associates Jason Worth (732) 908-4763	Mystic Island Drainage Improvements Phase 2	11/22	1,663,402.54
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	Najarian Associates John Freeman 732-389-0200 x253	Improvements to Berkeley Roads - 2022	12/22	665,156.82
City of Lambertville 18 York Street Lambertville, NJ 08530	Suburban Engineering (973) 398-1776	Tropical Storm Ida Restoration Projects for Various Roadways	01/23	570,228.65
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Road Elevation of Canal Lane & Harbor Court	02/23	1,507,634.00
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	John J. Gross-Dewberry 609-618-9492 732-750-5300-NJTA	Garden State Parkway P200.546 Culvert Repairs MP 115 to 116	04/23	3,488,213.44

Delran Township BOE 52 Hartford Road Delran, NJ 08075	CME Associates Bill Buechele (609) 654-4440	Millbridge Elementary Parking and Circulation Improvements	05/23	816,623.91
Borough of Ship Bottom 1621 Long Beach Boulevard Ship Bottom, NJ 08008	c/o Owen, Little & Assoc. Frank Little (732) 908-2695	Shore Avenue	06/23	920,188.27
Borough of Surf City 813 Long Beach Boulevard Surf City, NJ 08008	c/o Owen, Little & Assoc. Frank Little (732) 908-2695	N. 1st St & N. 3rd St	06/23	518,506.32

Bear Brook Road Roadway Reconstruction

If so, where and why? N/A

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? No

If so, where and why? N/A

Did this other contracting organization ever fail to complete any work awarded to it (within the last ten years)? No

If so, where and why? N/A

6. Give list of uncompleted contracts presently held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
<u>See Attached</u>		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last ten years) of a similar nature to the work being bid on.

2022 - \$101,750,000.00

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

See Attached

Bidders and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract.

SCHEDULE OF WORK ON HAND

<u>OWNER</u>	<u>PROJECT</u>	<u>CONTRACT AMOUNT</u>
West Windsor Township	Alexander Road Reconstruction – Phase 3	274,513
Bordentown Township	Dept of PW Pavement Restoration Project	765,613
Ocean County	Traffic Signal Contract 2019A, Lakewood	1,282,513
County of Monmouth	Rdwy Imps to Halls Mill Road	27,088,613
Toms River BOE	Parking Lot Improvs @ Various Locations	4,370,113
NJDOT	Milltown Road/North Main St Over Rt 1	8,740,913
Ocean County	Recon/Resurf of Portions of Co Rds 2019B	586,913
Bordentown Township	2020 Roadway Improvement Program	394,583
Long Branch Sewerage Auth.	Hoey Pump Station Force Main Replacement	2,052,813
New Hanover Township	Recon of Bunting Bridge Rd Phase III	154,613
Hightstown Borough	Stockton Street & Joseph Street Improvs	370,013
Barnegat Light Borough	West 6 th Street, (Broadway to Dead End)	185,613
South Brunswick Township	Improvements to Ridge Road	780,213
Ocean County	Traff Signal @ James St (CR 32)	732,313
New Jersey Turnpike Authority	Oper. Imps @ PNC Bank Arts Center Ramps	7,983,013
Township of Westampton	Lambert/Forceville/Tallowood Dr Imps	456,713
NJDOT	Rt 9, Jones Rd to Longboat Ave, DP 21118	9,085,513
NJDOT	Route 37, Resurfacing, DP 21124	9,165,313
Trenton City	Parking Lot Improvements at Hetzel Park	503,913
Beachwood Borough	Capstan, Pacific, Poplar & Neptune Aves.	317,513
Lakewood Township	2021 Road Improvements – Phase II	804,013
Harvey Cedars Borough	East 72 nd Street & 85 th Street	205,813
Upper Freehold Township	2021 Capital Road Program	2,112,913
NJTA	Bridge Superstructure Replace, P100.590	16,999,613
Medford Township	2020/2021 Road Prog Tabernacle Road	1,737,013
Hopewell Township	Harbourton Rocktown Road Imps, #21-10	490,013
Mt. Laurel Twp MUA	Union Mill Farms Force Main Replacement	409,713

Berkeley Township	2021 Road Program	404,313
Ocean County	Contact 2020A	2,535,313
New Hanover Township	Hockamick Road Phase I	202,313
New Hanover Township	Hockamick Road Phase II	186,213
Neptune City Borough	2021 NJDOT Road Improvements Project	265,913
New Jersey Turnpike Authority	P200.636 GSP Roadway Resurfacing	20,555,513
Bristol Environmental	JBMDL Phase II Water Pipeline	713,013
Ocean Co Utilities Authority	Butler Blvd Force Main CI-20 Replacement	2,046,613
Seaside Park Borough	NJDOT Reconstruction of H & G Streets	719,213
Princeton Municipality	Witherspoon Street Roadway Improvements	4,474,913
Mercer County	Imps Along Hamilton Avenue (CR 606)	990,513
Lakewood Township	Vine Avenue Extension	2,583,013
Two Rivers Reclamation Auth.	Force Main Oceanport Section Ft Monmouth	5,670,413
Island Heights Borough	Camp Walk & Highland Ave Road Improvs	213,313
Island Heights Borough	Bay/Dirmit/Thomas/East End Ave Improvs	208,913
Eastampton Township	Knightsbridge Road – Road Improv Program	1,938,213
Ocean Gate Borough	Narragansette Avenue HC Ramp	31,113
Moorestown Township	2021 Road Overlay Program	1,646,313
Seaside Heights Boro	Barnegat Ave & Sheridan Ave Road Imps	367,413
Suez Water	Washington Street Paving Project	750,513
Berkeley Twp	Anguilla/Biabou/Brussels/Christiansted	452,313
Bordentown Township	Rising Sun Road – Dunns Mill Rd Connector	2,132,265
Ocean County	Traffic Signal @ Inter of CR 55	557,513
NJDOT	Route 27, Witherspoon Street Inter. Improvs.	667,913
Ocean County	Stormwater Management 2021B	963,613
NJDOT	Route 9, Indian Head Road to Central Avenue	48,480,513
NJDOT	Route 18, Drainage & Pavement Rehab	86,113,513
NJDOT	Route 29 Pavement Preservation	3,430,513
Florence Township	2022 Local Road Paving Program	2,080,313

Mercer County	Whitehorse Mercerville Road – CR 533	1,153,513
Monmouth County	Inter Imps @ CR 23	913,513
Brick Township	2021 Local Resurfacing Contract	713,913
Ocean Township	Bonita Road and Lagoon View Drive	787,613
Lower Southampton Township	2022 Roadway Improvement Program	654,813
Ocean County	Recon/Resurf of Portions of Co Rds 2020B	3,891,513
Ocean County	Recon/Resurf of Washington Street	2,383,513
Ocean County	Recon/Resurf of Brookside Drive	1,438,513
Berkeley Township	2022 Mill & Overlay Ph II (Jamaica/Bahamia)	240,613
Middlesex Water Company	Production Way Main Replacement	839,713
Mount Laurel Township	S. Church St & Laurel Acres Park Dr.	821,384
Florence Township	Resurf of 9 th St From Broad St to Cedar Lane	656,213
Bordentown City	Resurf of E. Union Street & W. Union Street	478,013
Marlboro Township	Lloyd Road Water Main Replacement	2,328,413
Berkeley Township	York/Sherwood/Waldwick/Oxford	296,213
Burlington Township	Neck Road Milling & Overlay	293,413
Jackson Township	Susan Drive Roadway Improvements	541,513
Freehold Boro	Ford Avenue Roadway Improvements	647,413
NJDOT	DP 22144, Route 72 Old South Broadway	2,429,513
Point Pleasant Borough	2022 Mill & Overlay at Various Locations	611,013
Ocean County	Traffic Safety Improvs Along CR 528	2,191,513
Toms River Township	Rdwy Elevation Project Normandy Beach	2,707,513
North Hanover Township	Schoolhouse Road Imps Project Ph IV	164,813
Neptune Township	Clinton Ave Force Main Replacement	458,313
Neptune Township	Beverly Way Force Main Replacement	485,813
Lakewood Township	FY 2022 Forest Ave Roadway Improvements	780,813
Eagleswood Township	S. Creek Drive (Dock Road to End)	304,313
Burlington Township	Water Main Replacement in Town Estates Dev.	1,377,313
Lakewood Township	2022 Road Improvement Program Phase 1	2,072,913

Delran Township	Haines Mill Road Improvements	553,113
Beach Haven Boro	Pennsylvania Ave and Pelham Ave	811,013
Burlington County	2020 State Funded Overlay Program	12,260,513
Englishtown Borough	2022 Road Program	648,013
Ocean County	Barnegat Branch Trail Maintenance Contract 2022	212,113
Evesham Township	Resurfacing of Crown Royal Parkway	948,313
Cedar Glen West	2022 Roadway Improvements	4,500,429
Ocean County	Hope Chapel Rd & Miller Rd Traff Signal	1,143,513
NJTA	T200.713, Rdwy Resurf MP 0-83, Sec 4	26,815,513
Stafford Township	Cedar Bonnet Island Water Main Replacement	281,913
Hamilton Township	Industrial Drive Roadway Improvements	284,013
Howell Township	Fort Plains Road Improvements	364,813
Deal Borough	FY2023 Various Road Improvements	753,013
Brick Township	Laurelhurst Improvements Phase III	557,613
NJDOT	MRC S119 Routes 206 & 130, DP 234-8	5,713,513
Ocean County	Stormwater Management Contract 2022C	1,203,613
Ocean County	Improvements to Castlebuono Avenue	2,096,713
Berkeley Township	2022 Capital Roadway Resurf/Recon Program	275,913
Pt Pleasant Beach Borough	Boston Avenue Resurfacing Project	490,013
Princeton Municipality	Roadway Resurfacing 2023	1,547,213
Springfield Township	Jobstown-Juliustown Road	196,373
Southampton Township	Ridge Road Improvements	365,513
Berkeley Township	2022 Rd Prog-Elsinore/LaTourette/Lismore	588,913
East Windsor BOE	P'Lot Imps at Melvin H. Kreps Middle School	2,126,413
Maple Shade Township	Merion Lane Resurfacing	194,213
Berkeley Township	Whitmore Drive Improvements	354,813
Lower Makefield Township	2023 Liquid Fuels Road Program	1,370,513
Bellmawr Borough	McClelland Avenue Improvements	145,813
New Hanover Township	Hockamick Road, Phase III	171,313

Lakewood Township	Lakewood Industrial Park Roadway Improvements	999,713
Howell Township	Aldrich Road West 2022 Capital Program #3	396,313
Lakewood Township	Monmouth Ave & 4 th Street Inter Imps	537,013
Neptune Township	2022 Road Improvement Program	1,232,913
Ocean County	New Hampshire Ave/Chestnut St & Route 70	1,615,513
Ocean County	Clubhouse Culvert Replacement, #1518-025	538,913
No Burlington Co BOE	East P'Lot Repair @ No Burlington Co HS	538,913
Deptford Township	Resurfacing of Princeton Boulevard – Ph II	299,113
Toms River Township	On-Call Dune & Walkover Repair Project	304,913
Bay Head Borough	Lake Avenue Road Imps-Bridge to Osborne Ave	613,013
Surf City Borough	N. 8 th St – Barnegat Ave to Long Beach Blvd.	406,413
Trenton City	Reconstruction of Various Streets	2,867,713
Logan Township	Sharptown Road NJDOT Design Phase 1	227,113
Berkeley Township	2023 Drainage Improvements	616,913
Lake Como Borough	Margerum Avenue Improvements	313,313
Gloucester Township	2023 Road Improvement Program	485,413
Ocean County	Recon/Resurfacing Contract 2021A	3,896,513
Wenonah Borough	2023 Infrastructure Improvement Project	1,274,013
Willingboro Board of Education	Barrier Free Accessib. Imps @ Memorial MS	262,313
Lacey Township	Northwest Barnegat Pines Ph 3 Rd Improv	623,713
Mercer County	Spring Lake Improvements @ Roebing Memorial Park	306,013
Ocean County	Recon/Resurfacing CR 539 Horicon to Rt 528	2,490,313
NJDOT	Route 34, Bridge over Former Brick Yard Road	1,656,713
Runnemede Borough	Reconstruction of First Avenue	186,013
Lawnside School District BOE	Phase 2 Parking Lot Expansion	115,313
Delran Township BOE	Middle School Parking Addition	351,213
Lakewood Township	Frances Street Roadway Improvements	773,313
Lakewood Township	Ridgeway Place & Drake Road Rdwy Imps	591,313
Plumsted Township	Inlet Reconstruction Project	39,913

West Deptford Township	Improvements to Elberne Avenue	188,413
Berkeley Township	2023 Mill & Overlay	464,013
Ocean County	Recon/Resurfacing Contract 2021D	2,393,513
Brick Township	Roadway Improvements to Seaview Village	536,813
Washington Township	Whitman Drive Various Drainage Imps – Ph I	243,213
Monmouth County	Inter Imps @ CR 524, CR 572, Paint Is Spring Rd	2,606,013
Jamesburg Borough	2022 NJDOT Road Improvements	337,113
Willingboro Board of Education	Barrier Free Accessib. Imps @ W.R. James Elem.	95,513
Moorestown Township	W. Central Avenue	921,613
Moorestown Township	2023 Road Overlay Program	1,030,113

EARLE ASPHALT COMPANY EQUIPMENT LIST

Asset #	Year	Make	Model	VIN
00-0102	2017	CHEVY	SUBURBAN, Rob	1GNSKJKC3HR241419
00-0113	2012	CHEVROLET	EQUINOX	2GNFLDE57C6278717
00-0116	2019	FORD	F150	1FTMF1CB5KKD58186
00-0117	2016	FORD	EXPLORER	1FMSK8D85GGB00798
00-0120	2015	FORD	EDGE SEL	2FMTK4J88FBB69740
00-0122	2019	FORD	F150	1FTEX1EP7KKD51072
00-0123	2019	FORD	F-150 Std. Cab Long Bed 2wd	1FTMF1CB6KKC18020
00-0124	2019	FORD	F150 R/C	1FTMF1CB2KKC00565
00-0126	2016	FORD	F150	1FTFW1EF1GFC68042
00-0127	2016	FORD	F150	1FTFX1EF7GFA56341
00-0128	2018	FORD	F150	1FTEX1EP8JFA26003
00-0129	2019	FORD	F150 S/C	1FTEX1EP3KKC42933
00-0130	2018	FORD	F150	1FTEX1EP2JFB05893
00-0131	2013	GMC	SIERRA 1500 HD	1GTR2VE7XDZ390871
00-0132	2017	FORD	F150	1FTEX1EP5HFA30259
00-0133	2018	FORD	F150	1FTEX1EPXJFA47290
00-0134	2018	FORD	F150	1FTEW1EPXJFA47289
00-0136	2018	FORD	F150	1FTEX1EP8 JFB65581
00-0137	2019	FORD	F150	1FTEX1EP5 KKD51071
00-0138	2020	Ford	F150 XL	1FTEX1EP9LFA78226
00-0144	2019	FORD	F150	1FTMF1CB3KKD58185
00-0150	2018	FORD	EXPEDITION	1FMJUIJT5JEA26066
00-0159	2021	Chevrolet	Equinox LT AWD	3GNAXUEV6MS106552
00-0160	2023	Chevrolet	Suburban Premeir	1GNSKGL8PR159655
00-0164	2021	RAM	1500 BigHorn/Lonestar	1C6RRFFG7MN645569
00-0165	2021	RAM	1500 BigHorn/Lonestar	1C6RRFFG5MN645568
00-0166	2021	RAM	1500 BigHorn/Lonestar	1C6RRFFG3MN645567
00-0170	2021	RAM	1500	1C6RRFCG1MN697770
00-0172	2022	RAM	1500 Quad Cab 4X4	TBD
00-0173	2022	RAM	1500 Quad Cab 4X4	TBD
00-0175	2022	RAM	1500 Quad Cab 4X4	1C6RRFBG2NN341346
00-0179	2022	RAM	1500 Bighorn/Lonestar	1C6RRFFG3NN360031
00-0180	2022	RAM	1500 Bighorn/Lonestar	1C6RRFFG9NN380767
00-0183	2022	RAM	1500 Tradesman Reg. Cab 4X4	3C6JR7DG5NG242898
00-0184	2022	RAM	1500 Tradesman Reg. Cab 4X2	3C6JR6DG9NG348099
00-0185	2022	RAM	1500 Tradesman Reg. Cab	3C6JR6DG4NG330139
00-0186	2022	RAM	1500 Big Horn Quad Cab 4X4	1C6RRFBG4NN455512
00-0187	2022	RAM	1500 Big Horn Quad Cab 4X4	1C6RRFBG3NN445389
00-0189	2022	Jeep	Wagoneer Series II	1C4SJVBT4NS112404
01-0206	2018	FORD	TRANSIT	1FTYR1CMXJKB41967
01-0230	2020	Ford	Transit T-250 AWD	1FTBR2C88LKA00557
01-0232	2023	RAM	2500 ProMaster	3C6LRVCG3PE547748
02-0203	2014	DODGE	3500	3C7WR9CL8EG294294
02-0205	2014	DODGE	5500	3C7WRMDL8 EG 174156
02-0209	2019	FORD	F350	1FD8X3F61KEF35626

EARLE ASPHALT COMPANY EQUIPMENT LIST

02-0210	2019	FORD	F350	1FD8X3F63 KEF35627
02-0212	2014	FORD	F350	1FD7X3FT9E EA93913
02-0218	2011	FORD	F550	1FD0X5GT1BEA89359
02-0223	2013	FORD	F350	1FD8X3FT9DEA94384
02-0225	2017	DODGE	5500 RAM	3C7WRMBL0HG664632
02-0228	2015	GMC	SIERRA CREW CAB 3500	1GD421CG6FF593245
02-0232	2019	FORD	F350	1FD8W3F65KEC00095
02-0233	2019	FORD	F350 CREW CAB	1FD8W3F67KEC00096
02-0234	2017	FORD	F350 SUPERCAB	1FD8X3F65HEE36817
02-0282	2012	FREIGHTLINER	M2 (Crew Box Truck)	1FVACWDT9CHBP3256
02-0284	2015	Freightliner	M2-106	3ALACWDT6FDGT2818
02-0289	2017	Freightliner	M2-106	3ALACWDT3HDHV3633
02-0296	2012	FREIGHTLINER	M2	1FVHCYBS3CDBW0739
02-0297	2012	FREIGHTLINER	M2	1FVACXDT1CDBU0622
02-0298	2012	FREIGHTLINER	M2	1FVACWDT2CDBD5158
02-0299	2012	FREIGHTLINER	M2	1FVACWDT9CDBD5156
02-0302	2021	RAM	3500	3C7WRTAJ3MG570636
02-0304	2021	RAM	5500	3C7WRMDL7MG569542
02-0305	2021	RAM	5500	3C7WRMDL8MG571199
02-0306	2022	RAM	3500	3C7WRTAJ6NG246291
02-0307	2022	RAM	5500 Tradesman	3C7WRNDL0NG397491
02-0308		RAM	5500 Tradesman	TBD
02-0309		RAM	5500 Tradesman	TBD
02-0310	2022	RAM	3500 Tradesman Reg. Cab 4X4	3C7WRTAJ2NG389884
03-0207	2019	DODGE	5500	3C7WRNBL1KG 618739
03-0215	2013	FORD	F450 10 LUG	1FD0X4GT0 DEA94016
03-0224	2011	FREIGHTLINER	M2	1FVACWDT5BD BB3640
03-0249	1998	FORD	F800	1FDXF80C8WVA37682
03-0252	2009	INTERNATIONAL	7300	1HTZZAAN59J073064
03-0253	2021	Peterbilt	220	3BPPHM7X0MF594050
03-0254	2020	Peterbilt	220	3BPPHM7X4MF594049
03-0257	2023	Peterbilt	220	3BPPHM7XXPF595839
04-0200	2014	DODGE	5500 RAM	3C7WRMBL6EG210154
04-0202	2012	FORD	F550	1FD0X5GT3CEA48748
04-0204	2011	FORD	F550	1FD0W5GT7BEA93046
04-0208	2019	DODGE	5500	3C7WRMBL3KG618770
04-0216	2009	PETERBILT	335	2NPLHM6X8AM796141
04-0219	2012	FORD	F550	1FD0X5GT5CEA48749
04-0222	2012	FORD	F550	1FD0X5GT7CEC27083
04-0227	2018	FREIGHTLINER	M2 106	3ALACWFCXJD JW9343
04-0229	2014	DODGE	5500HD	3C7WRMBL5 EG294659
04-0231	2016	FREIGHTLINER	M2	3ALACWDT7GDHT2850
04-0236	2021	Freightliner	M2-106	3ALACWFC7MDMK3532
04-0237	2021	Freightliner	M2-106	3ALACWFC9MDMK3533
04-0238	2022	RAM	5500	3C7WRMBL1NG290026

EARLE ASPHALT COMPANY EQUIPMENT LIST

04-0297	2013	FREIGHTLINER	M2	1FVHCYBS3DHFD0044
05-0258	1990	INTERNATIONAL	4900	1HTSDZZN9 LH222545
05-0260	2004	FREIGHTLINER	FL60	1FVABPAK84H M66522
05-0261	2000	INTERNATIONAL	4700	1HTSCABM5YH292833
05-0263	2006	INTERNATIONAL	4300	1HTMMAALX 6H298431
05-0264	2007	INTERNATIONAL	4300	1HTMNAAL9 7H485285
05-0270	2006	FREIGHTLINER	M2	1FVACWDC66HV64852
05-0271	2006	INTERNATIONAL	4300	1HTMMAAL1 6H193163
05-0273	2006	FREIGHTLINER	M2	1FVACWDC26HW75365
05-0274	2006	FREIGHTLINER	M2	1FVACXDC0 6HW96494
05-0275	2006	FREIGHTLINER	M2	1FVACWDC06HW47919
05-0276	2006	FREIGHTLINER	M2	1FVACWDC96 HV95450
05-0277	2006	FREIGHTLINER	M2	1FVACWDC26HW80971
05-0278	2012	FREIGHTLINER	M2	1FCVACWTD3CHBP3043
05-0279	2012	FREIGHTLINER	M2	1FVACWDT0CDBP3007
05-0280	2013	FREIGHTLINER	M2	1FCVWDT1DHFF4726
05-0281	2014	FREIGHTLINER	M2	3ALACWDT3EDFU7577
05-0283	2014	FREIGHTLINER	M2	3ALACWDT2EDFZ5491
05-0285	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6232
05-0286	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6234
05-0287	2018	FREIGHTLINER	M2	1FVACWFE3KHKT6233
05-0288	2020	FREIGHTLINER	M2	1FVACWFE2LHLM8393
06-0269	2017	FREIGHTLINER	M2	3ALACXDT7HDJF2465
06-0294	2020	FREIGHTLINER	M2	3ALACYFE3LDKT6235
06-0295	2008	PETERBILT	335	2NPLHM7X1 9M773746
06-0303	1991	MACK	RD690SX	1M2P265C5MM008216
06-0311	1991	MACK	RD690SX	1M2P265C9MM008218
06-0312	1985	MACK	RD686SX	1M2P140C7FA013114
06-0536	2013	PETERBILT	365	1NPSXPEX4DD 193196
06-0537	2013	PETERBILT	365	1NPSXPEX6DD 193197
06-0539	2006	PETERBILT	357	1NPAXUEX65N866172
06-0540	2006	PETERBILT	357	1NPAXUEX85N866173
06-0541	2006	PETERBILT	357	1NPAXUEX86N866174
06-0542	2006	PETERBILT	357	1NPAXUEX15N 866175
06-0544	2014	PETERBILT	365	1NPSXPEX6ED248703
06-0545	2014	PETERBILT	365	1NPSXPEX8ED248704
06-0546	2014	PETERBILT	365	1NPSXPEXXED248705
06-0547	2014	PETERBILT	365	1NPSXPEX1ED248706
06-0548	2014	PETERBILT	365	1NPSXPEX3ED248707
06-0549	2018	WESTERN STAR	4900	5KKHAEDV4JPJJ8319
06-0550	2018	WESTERN STAR	4900	5KKHAEDV2JPJJ8318
06-0551	2018	WESTERN STAR	4900	5KKHAEDV0 JPJJ8317
06-0552	2018	WESTERN STAR	4900	5KKHAEDV0JPJJ8320
06-0553	2018	WESTERN STAR	4900	5KKHAEDV2JP JJ8321
06-0554	2018	MACK	GU713	1M2AX09C9JM037437

EARLE ASPHALT COMPANY EQUIPMENT LIST

06-0555	2018	MACK	GU713	1M2AX09C3JM037434
06-0557	2018	MACK	GU713	1M2AX09C5JM037435
06-0558	2018	MACK	GU713	1M2AX09C7JM037436
07-0002	1999	International	4900	1HTSDAANXXH641653
07-0003	2002	Freightliner	FL-70	1FVABTAK72HK41241
10-0252	2001	INTERNATIONAL	4300	1HTMMAAN5 2H523043
10-0254	1991	MACK	CS250	VG6BA08B1 MB600219
10-0255	1994	FORD	LN8000	1FDXR82E6 RVA08580
10-0298	2005	FREIGHTLINER	M2	1FVHCYDC25HU04167
10-0300	1989	MACK	RD690S	2M2P198C3 KC005974
10-0301	1991	MACK	RD690SX	1M2P265C0MM008219
11-0961	2005	KOMATSU	HM350-1	1100
12-0484	2019	CAT	262D HF	
12-0485	2019	CAT	262D HF	
12-0486	2006	CATERPILLAR	248B	SCL00723
12-0491	2014	CATERPILLAR	262D	0DTB01276
12-0492	2014	CATERPILLAR	262D HF	DTB01470
12-0493	2017	CATERPILLAR	262D HF	17M0568
12-0496	2022	CAT	262D3 HF	
12-0497	2022	CAT	262D3 HF	
13-0941	2005	KOMATSU	WA320-5L	A32339
13-0942	2007	KOMATSU	WA320-5L	A33124
13-0945	2013	KOMATSU	WA320-6	71207
13-0946	2017	KOMATSU	WA320-8	
13-0947	2004	CATERPILLAR	966G II	ANT00279
13-0948	2018	KOMATSU	WA320-8	
13-0949	2019	KOMATSU	WA320-8	
13-0950	2011	CATERPILLAR	966H	A6J01884
13-0954	2020	Komatsu	WA320-8	
13-0955	2020	Komatsu	WA320-8	
13-0956	2022	Komatsu	WA320-8	KMTWA135LNNA51120
13-0958	2022	CAT	966M	CAT0966MEEJA03983
13-0959	2022	Komatsu	WA320-8	
13-0961	2022	Komatsu	WA320-8	
13-0962	2022	Komatsu	WA270-8	
13-0963	2022	Komatsu	WA270-8	86055
13-0964	2022	Komatsu	WA320-8	
13-0965	2022	Komatsu	WA320-8	
14-0470	2017	JOHN DEERE	310SL	1T0310SLCHF308225
14-0471	2018	CAT	420F2IT	
14-0472	2018	CAT	420F2IT	CAT0420FP HWC04490
14-0474	2013	JOHN DEERE	310SK	1T0310SKH DE240271
14-0475	2014	JOHN DEERE	310SK	1T0310SKCEE258765
14-0476	2013	JOHN DEERE	310 SK	1T0310SKTEE265628
14-0477	2013	JOHN DEERE	310 SK	1T0310SKKDE243677

EARLE ASPHALT COMPANY EQUIPMENT LIST

14-0478	2015	JOHN DEERE	310 SL	
14-0479	2017	JOHN DEERE	310 SL	
14-0480	2018	JOHN DEERE	310SL HL	
14-0481	2018	JOHN DEERE	310SL HL	
14-0482	2017	JOHN DEERE	310SL HL	
14-0483	2020	Case	580SN WT	
14-0484	2020	Case	580SN WT	
14-0485	2022	Case	580SN WT	
14-0486	2022	Case	580SN WT	
14-0487	2022	Case	580SN WT	
14-0488	2022	Case	580SN WT	
14-0489	2022	Case	580SN WT	
15-0923	2018	KOMATSU	PC138	
15-0924	2018	15-0924	PC138	
15-0925	2015	Komatsu	PC138USLC-10	
15-0926	2014	KOMATSU	PC138LC-10	40037
15-0929	2008	KOMATSU	PC228USLC3	41262
15-0931	2011	KOMATSU	PC228USLC-8	50347
15-0932	2011	KOMATSU	PC308USLC-3EO	30274
15-0933	2012	KOMATSU	PC490LC-10	A40032
15-0934	2013	KOMATSU	PC228USLC-8	50921
15-0935	2016	JOHN DEERE	50G	1FF050GXCGH284276
15-0952	2020	Komatsu	PC138USLC-11	
15-0953	2020	Komatsu	PC138USLC-11	
15-0954	2020	Komatsu	PC138USLC-11	
15-0955	2022	Komatsu	PC238USLC-11	
15-0957	2022	Komatsu	PC138USLC-11 Excavator	
15-0958	2022	Komatsu	PC138USLC-11	
15-0960	2022	Komatsu	PC238USLC-11	
15-0961	2022	Komatsu	PC228USLC-11	
16-0901	2006	KOMATSU	GD675	51303
17-0916	2014	JOHN DEERE	450J	1T0450JXLE D259933
17-0925	2021	CAT	D4-15 LGP	
18-0449	2017	ASPHALT ZIPPER	AZ500-B203	AZ0253
18-0450	2007	ASPHALT ZIPPER	AZ500	50000263
18-0451	2020	Asphalt Zipper	AZ500-203B	
18-0452	2007	Asphalt Zipper	AZ-500	
18-0456	2011	WIRTGEN	W2200	8210560
18-0457	2016	WIRTGEN	W250I	06221007
18-0458	2018	WIRTGEN	W210 I	
18-0459	2019	WIRTGEN	W220i	
18-0460	2020	Roadtec	RX900LE-4	RX900EL-4-4015
18-0461	2020	Roadtec	RX700E-4	RX700E-4-4039
18-0462	2021	Roadtec	RX700e-4	
18-0484	2019	CATERPILLAR	PC306B	

EARLE ASPHALT COMPANY EQUIPMENT LIST

18-0486	2003	CATERPILLAR	PC205	
18-0491	2016	CATERPILLAR	PC306B	PC-T01154
18-0492	2014	CATERPILLAR	PC305	HFP
18-0493	2017	CAT	PC306B	
18-0494	2022	Asphalt Zipper	300X-200H	W2147050118
18-0495	2022	Asphalt Zipper	300X-200H	TBD
19-0400	2018	Ricks Rig	Series 2000 Frame only	
19-0401	2018	Ricks Rig attachment		
19-0402		Ricks Rig Series 2000		
19-0403	2015	CATERPILLAR	AP1055F	
19-0404	2008	CATERPILLAR	AP1055D	FAC00542
19-0408	2016	CATERPILLAR	AP1055F	TJ500494
19-0409	2017	WEILER	E2850A	
19-0410	2017	CATERPILLAR	AP655	17M0151
19-0411	1998	CAT	AP-650B	
19-0412	2020	Roadtec	SB 2500E	
19-0413	2021	CAT	AP1055F	
19-0414	2019	Marathon	HMT8000	
19-0415	2021	Roadtec	SB-3000	
19-0416	2020	Ricks Rig series 2000	2030	
19-0417	2016	CAT	AP1000F	
19-0418	2022	CAT	AP1055F	
19-0970	2012	GOMACO	C-450	900800-362
20-0418	2019	Caterpillar	CB24B	
20-0419	2018	CAT	CB24	
20-0420	2018	CAT	CB24	
20-0421	2018	CAT	CB24	
20-0423	2013	BOMAG	BMP8500	101720112039
20-0425	2006	WACKER	RT-82-SC	5730208
20-0430	2013	20-0430	CB54XW	
20-0431	2015	CATERPILLAR	CB14B	47300865
20-0432	2014	CATERPILLAR	CB54XW	
20-0433	2011	HAMM	HD110VVHF	H1850233
20-0436	2014	CATERPILLAR	CB54B	LXD
20-0438	2015	CATERPILLAR	CB54XW	0K3J00226
20-0439	2015	CATERPILLAR	CB54XW	
20-0445	2019	CAT	CB13	
20-0447	2019	CATERPILLAR	CB10	
20-0448	2004	DYNAPAC	CA250	65220389
20-0449	2008	DYNAPAC	CA362D	72421100
20-0450	2019	CAT	CB13	CAT0CB13VPWP00219
20-0494	2020	Bomag	BMP8500	
20-0495	2020	Bomag	BMP8500	
20-0496	2020	Bomag	BMP8500	
20-0497	2020	Bomag	BMP8500	

EARLE ASPHALT COMPANY EQUIPMENT LIST

20-0501	2020	CAT	CB1.7	
20-0502	2020	CAT	CB1.7	
20-0503	2020	CAT	CB1.7	
20-0504	2020	CAT	CB1.7	
20-0506	2021	CAT	CB15	
20-0507	2021	CAT	CB15	
20-0508	2022	CAT	CB4.0	
20-0509	2022	CAT	CB4.0	
20-0510	2022	CAT	CB13	
20-0511	2022	CAT	CB13	
20-0512	2023	CAT	CB16	
20-0513	2023	CAT	CB16	
20-0514	2023	CAT	CB16	
20-0515	2023	CAT	CB16	
20-0516	2022	Bomag	BMP8500	
20-0517	2022	Bomag	BMP8500	
20-0518	2020	CAT	CB1.8	
20-0519	2022	CAT	CB1.8	
20-0520	2021	CAT	CB1.8	
20-0521	2022	Bomag	BMP8500	
20-0522	2022	Bomag	BMP8500	
20-0523	2020	CAT	CB1.8	064400211
20-0524	2020	CAT	CB1.8	
21-0905	2004	HYSTER	H120XM	L005V03197B
21-0907	2014	YALE	GDP155	E878V01901M
21-0971	2015	KASIK	5000	
22-0992	2013	GENIE	S65	S6013-26533
22-0993	2006	GENIE	S60	S6006-12547
24-0330	2009	TURBO TURF	HS-500EHP	4183
31-0499	2013	NORWESCO	2650	100
32-0010	2017	SWEEPSTER	AWA320, fits E946	C010469K
32-0017	2019	Sweepster	22197MH	
32-0272	2018	FREIGHTLINER/ELGIN	M2-106	1FVACXFE7KHKT2269
32-0273	2021	Freightliner	M2-106	1FVACXFEXNHMS4337
32-0274	2021	Freightliner	M2-106	1FVACXFE1NHMS4338
32-0275	2023	Freightliner	M2-106	1FVACXFE9PHNP1963
32-0276		Broce	BW-260	
32-0277	2018	Paladin	Sweepster 22109MH2	
32-0278		M-B	LB PICKUP BROOM	
32-0279	2019	Sweepster by Paladin WLA 213 Series	21321MH2	For Loader E-949
32-0280	2020	Sweepster	21320MH2	
35-0002	2022	US Radar Inc.	Q4300	
36-0008	2017	Allmand	Night-Lite V Series LED	
36-0009	2019	Allmand	Night-Lite V Series LED	
36-0010	2019	Allmand	Night-Lite V Series LED	

EARLE ASPHALT COMPANY EQUIPMENT LIST

36-0011	2019	Allmand	Night-Lite V Series LED	
36-0012	2019	Allmand	Night-Lite V Series LED	
36-0013	2019	Allmand	Night-Lite V Series LED	
36-0014	2019	Allmand	Night-Lite V Series LED	
36-0015	2022	Allmand	Night-Lite LED	5AEA1DA1XNH010171
36-0016	2022	Allmand	Night-Lite LED	5AEA1DA11NH010172
36-0017	2022	Allmand	Night-Lite LED	5AEA1DA13NH010173
36-0018	2022	Allmand	Night-Lite LED	5AEA1DA15NH010174
36-0019	2021	Allmand	Night-Lite LED	5AEA1DA18MH008921
36-0020	2021	Allmand	Night-Lite LED	5AEA1DA11MH008923
36-0021	2021	Allmand	Night-Lite LED	5AEA1DA14MH008933
36-0022	2021	Allmand	Night-Lite LED	5AEA1DA16MH008934
36-0023	2021	Allmand	Night-Lite LED	5AEA1DA15MH008939
36-0024	2022	Allmand	Night-Lite LED	5AEA1DA19NH009061
36-0025	2022	Allmand	Night-Lite LED	5AEA1DA10NH009062
36-0026	2022	Allmand	Night-Lite Light Tower	5AEA1DA1XNH009067
36-0335	2016	ATLAS COPCO	V5+	
36-0337	2013	NETVISION	MLT5060K	1202252
36-0629	2016	ATLAS COPCO	COPCO LED	YA302988XJW913538
37-0318	2013	WANCO	WTSP	5F11S1013C1004067
37-0319	2013	WANCO	WTSP	5F11S1012C1004738
37-0320	2013	WANCO	WTSP	5F11S1014C1004739
37-0321	2013	WANCO	WTSP	5F11S1010C1004740
37-0322	2013	WANCO	WTSP	5F11S1012C1004741
37-0323	2013	WANCO	WTSP	5F11S1014C1004742
37-0326	2011	WANCO	WTSP55LSA	5F11S1013B1003869
37-0327	2011	WANCO	WTSP55LSA	5F11S101XB1003870
37-0328	2011	WANCO	WTSP55LSA	5F11S1014B1003864
37-0329	2011	WANCO	WTSP55LSA	5F11S1011B1003868
37-0394	2020	Wanco	WTSP55-LSA (4'x8') Trailer Mounted	5F11S1018L1003657
37-0395	2020	Wanco	WTSP55-LSA (4'X8') Trailer Mounted	5F11S1016L1004855
37-0396	2022	Wanco	WTSP55-LSA	5F11S1014N1000953
37-0397	2022	Wanco	WTSP55-LSA	5F11S1016N1000954
37-0398	2022	Wanco	WTSP55-LSA	5F11S1013N1000958
37-0399	2022	Wanco	WTSP55-LSA	5F11S1015N1000959
37-0400	2022	Wanco	WTSP55-LSA	5F11S1011P1000962
37-0401	2022	Wanco	WTSP55-LSA	5F11S1011P1000976
37-0402	2022	Wanco	WTSP55-LSA	5F11S1013P1000977
37-0403	2022	Wanco	WTSP55-LSA	5F11S1015P1001080
37-0404	2022	Wanco	WTSP55-LSA	5F11S1017P1001081
37-0405	2022	Wanco	WTSP55-LSA	5F11S1019P1001082
38-0702	2017	WANCO	WTMMB-A	
38-0703	2017	WANCO	WTMMB-A	
38-0704	2017	WANCO	WTMMB-A	
38-0705	2017	WANCO	WTMMB-A	

EARLE ASPHALT COMPANY EQUIPMENT LIST

38-0706	2017	WANCO	WTMMB-A	
38-0707	2017	WANCO	WTMMB-A	
38-0708	2017	WANCO	WTMMB-A	17R1017
38-0709	2017	WANCO	WTMMB-A	17R1018
38-0710	2017	WANCO	WTMMB-A	17R1019
38-0711	2017	WANCO	WTMMB-A	17R1020
38-0712	2018	WANCO	WTMMB-A	18R0414
38-0713	2018	WANCO	WTMMB-A	18R0415
38-0714	2018	WANCO	WTMMB-A	18R0416
38-0715	2017	WANCO	WTMMB-A	18R0417
38-0716	2018	WANCO	WTMMB-A	18R0418
38-0717	2018	WANCO	WTMMB-A	18R0420
38-0718	2018	WANCO	WTMMB-A	18R0421
38-0719	2018	WANCO	WTMMB-A	18R0422
38-0720	2019	Wanco	WTMMB-A	5F12S1618HH1006609
38-0721	2019	Wanco	WTMMB-A	5F12S1614HH1006610
38-0722	2020	Wanco	WTMMB-A	5F12S1615L1004650
38-0723	2020	Wanco	WTMMB-A	5F12S1617L1004651
38-0724	2022	Wanco	WTMMB-A	5F12S1616N1000075
38-0725	2022	Wanco	WTMMB-A	5F12S1618N1000076
38-0726	2022	Wanco	WTMMB-A	5F12S161XN1000077
38-0727	2022	Wanco	WTMMB-A	5F12S1611N1000078
38-0728	2022	Wanco	WTMMB-A	5F12S1613N1000079
48-0001	2020	Digga	DIG13DDT	
51-0905	2008	GROVE	RT760E	229130
62-0650	2016	WASTEQUIP	30YD HD	
62-0651	2016	WASTEQUIP	30YD HD	
62-0652	2017	WASTEQUIP	206738NE	
62-0653	2017	WASTEQUIP	206738NE	
63-0331	2003	SEA	8' X 20'	TTNU3913090
63-0332	2003	SEA	8' X 20'	TTNU8611958
63-0333	2003	SEA	8' X 20'	TTNU337339-3
63-0334	2002	SEA	8' X 20'	TTNU3757444
63-0389	2002	SEA	8' X 20'	330255-2
63-0390		HC	40' Box	
63-0394				
63-0395				
63-0396				
63-0641				
63-0642				
79-0250	2015	CRAFCO	SS125DC	1C9SV1229F1418309
79-0252	2020	Mauldin	MT-600 GK-01	
79-0993	2019	Marathon	Kera 150	2M9KHD1T5JH190471
80-0001	2018	Hippo	Powerpack	
80-0002	2016	Hippo	Power Pack	

EARLE ASPHALT COMPANY EQUIPMENT LIST

80-0003	2016	Hippo	Multi Power	
80-0004	2016	Hippo	Multi Power	
80-0005	2016	Hippo	Multi Power	
80-0339	2015	Atlas Copco CFM	XAS185	
80-0367	2015	ATLAS COPCO	XAS185	HOP047909
80-0389	2020	Atlas Copco	XAS185KDU	Mounted to 06-0294
80-0390	2021	Atlas Copco	XAS 188 CD8	
80-0391	2021	Atlas Copco	XAS 188 CD8	
81-0100		GENERAC	QT06024KNSN	60KW-R-Panel
81-0317	2011	GENERAC	QT060	5217446
81-0325	2012	CHICAGO PNEUMATIC	CPG25KD	HOP100470
82-0001		Lincoln	330 MPX	
83-0001	2022	BBA	PT150 D185	
86-0001	2022	MultiQuip	MC94SK	
86-0386	2015	BARTELL		
86-0388		STONE	65CM	
86-0390		CROWN MIXER	C9	
88-0001	2016	Husqvarna	FS 524	
88-0002	2016	Husqvarna	FS 3500G	
88-0973	2007	Husquvarna	TGT FS4800D FP 30"	
88-0974		2008 HUSQVARNA ROAD SAW	FS513	
90-0002	2011	INDECO	HP5000	
90-0003	2020	Epiroc	HB4100	
90-0005	2022	Indeco	HP800-FS	
90-0006	2022	Indeco	HP800-FS	
90-0007	2022	Indeco	HP800-FS	
90-0008	2022	Indeco	HP800-FS	
91-0001				
91-0005	2022	Joseph Fazzio	BB7YHDNA	
92-0010	2022	TRM Manufacturing Inc.	BCKT SD 950M	
92-0011	2022	EMAQ - Teran	BKT966G/H-SKEL	
92-0012	2022	Esco	PC210/228 24"	
92-0013	2022	Eaco	PC210/228 36"	
92-0014	2022	Komatsu	18" Bucket - PC138	
92-0100		Esco	PC-400/450/490-3/10	RH104257
92-0101	2014	Cat		
92-0102	2019	CAT		
92-0103				
92-0949	2020	Gem	QCSD 2.75 CY 124" WA320	
93-0001	2020	Kenco	36" Slab Crab EX200	
93-0011	2022	Fusion	MWLFORKSFU	
93-0012	2022	Paladin	Komatsu WA200/270/320	
93-0013	2023	GEM	Case 580SN w/CAT IT Coupler	
94-0700	2011	CLUB CAR	PRECEDENT	PQ1137-228653
94-0701	2011	CLUB CAR	PRECEDENT	PQ1137-228655

EARLE ASPHALT COMPANY EQUIPMENT LIST

95-0313	2015	BIG TEX	140A	16VFX1826F2073098
95-0314	2017	BIG TEX	6.5X10/35SA	16VAX1015G3084957
95-0316	2018	Diamond Cargo	8x14TA - 3500	53NBE1424J1063324
95-0321	2017	BIG TEX	70PI-14XK4RG-GA	16VPX1429H3043911
95-0324	2016	PROLINE	20 TON	5SPTD3022GW200110
95-0340	2011	HOMEMADE	6 TON	HMDLK2011111
95-0341	2011	HOMEMADE	6 TON	HMDLK2011112
95-0342	2013	STEPHAN GREEN	15 TON	1S9E15228D1489401
95-0345	2003	FONTAINE	48 X 102	13N14820331518182
95-0346	2003	UTILITY	48 X 102	1UYFS248X3A116208
95-0347	2003	UTILITY	48 X 102	1UYFS24813A116209
95-0348	2007	WILLIAMSON	3T0011	109FS082X7U021226
95-0349	2001	FONTAINE	48 X 102	13N24820311597368
95-0350	2018	BIG TEX	Utility Dump Trailer	16VDX1424J5024146
95-0352	2001	STEPHAN GREEN	6 TON	SGO50301TCMPRS006
95-0354	2016	HECHT	HAULMARK 7X14TST/WT3/LDR	575PB1426GP308558
95-0356	1995	STEPHAN GREEN	9 TON	SG031695TCMPRS9T3
95-0357	1998	STEPHAN GREEN	20 TON	1S920TT13W1489079
95-0358	2012	CAR MATE	CM714EC-HD	5A3C714D9CL001119
95-0359	2000	STEPHAN GREEN	25 TON	SG2200TCMPRS25T
95-0360	2000	STEPHAN GREEN	6 TON	SG011920TCMPRS020
95-0361	2003	STEPHAN GREEN	10 TON	1S9A1025031489001
95-0362	2002	STEPHAN GREEN	25 TON	SG030702TCMPRS025
95-0363	2004	STEPHAN GREEN	20 TON	1S920A22441489006
95-0364	2005	STEPHAN GREEN	6 TON	1S9E6222751489021
95-0366	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25224K1489002
95-0370	2018	BIG TEX	EH8.5X22/14OA 19'3"	16VFX1928K2040984
95-0376	2019	STEPHAN GREEN	6 TON 10' FLATBED	1S9E52222J1489120
95-0378	2019	STEPHAN GREEN	6 TON 10' FLATBED	1S9E52226J1489119
95-0380	2017	STEPHAN GREEN	25' x 10 ton, 3 axle	1S9E10221H1489152
95-0381	2017	STEPHAN GREEN	14' x 7 ton, 2 axle	1S9E52228H1489729
95-0382	2005	STEPHAN GREEN	20 TON	1S920A22751489017
95-0383	2005	STEPHAN GREEN	10 TON	1S910222851489030
95-0384	2006	STEPHAN GREEN	25 TON	1S92520AX61489001
95-0385	2015	BIG TEX	UT6.5X10-35SA	16VAX1010F3001580
95-0387	2020	Big Tex	UT 5X* 30SA 08BK4RG Black	16V1W1110L3079449
95-0394	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25228K1489004
95-0396	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25001H1489323
95-0397	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25001H1489322
95-0398	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25228H1489321
95-0399	2019	STEPHAN GREEN	25 Ton Flat Deck	1S9A25226K1489003
95-0449	2017	Williamson	BT0011	109FS0827HU021850
95-0451	2020	Williamson	Z002366	109FS1724LUO21482
95-0452	2007	Williamson	BT0011	
95-0453	2022	Stephan Green	12 Ton Trailer	

EARLE ASPHALT COMPANY EQUIPMENT LIST

95-0454	2022	Stephan Green	25 Ton Trailer	1S9A25227N1489001
95-0455	2022	Stephan Green	25 Ton Trailer	1S9A25229N1489002
95-0457	2023	Stephan Green	25 Ton	1S9A25223P1489001
95-0458	2023	Stephan Green	25 Ton	TBD
95-0459	2023	Stephan Green	25 Ton	TBD
95-0460	2023	Williamson	X017147	109FS1423PU021115
95-0906	2019	STEPHAN GREEN	12 Ton Trailer	1S9E12221K1489008
95-0908	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25223K1489007
95-0909	2019	STEPHAN GREEN	25 Ton Tag 26'x6' (3 Axle)	1S9A2522XJ1489004
95-0910	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25226J1489002
95-0911	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25228J1489003
95-0913	2019	STEPHAN GREEN	12 Ton Trailer	1S9E12224J1489017
95-0914	2020	Stephan Green	12 Ton Trailer	
95-0936	2020	Stephan Green	25 Ton Tri-Axle Trailer	1S9A25224L1489003
95-0937	2020	Stephan Green	25 Ton Tri-Axle Trailer	1S9A25226L1489004
95-0938	2020	95-0938	25 Ton Tri-Axle Trailer	1S9A25228L1489005
95-0973	2020	Buffalo Turbine	Mega Blower	
96-0001				
96-0002		Speed Shore	APS-0814	
96-0003		JF		
97-0001				
98-0002		FUEL TANK	PORTABLE	650 Gallons
98-0003	2002	SOLAR TECH	VMS/Converted fuel tank	4GM2M151521
98-0004		FUEL TANK	350 Gallons	
98-0010				
98-0011				
E13	1953	FORD	F100	F10R3C22775

Bear Brook Road Roadway Reconstruction

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the Bidder is awarded the contract that the Surety Company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the Surety to issue on behalf of the Bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents, i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of Bid if omitted from Bid package.
4. Must not contain any provision that would serve to limit the Surety's liability to the "spread to second" Bidder in the event the Bidder fails to enter into a contract upon award.

SAMPLE WORDING IS AS SHOWN BELOW:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,

 Name

 Address

exists under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____
for (Project) _____

is awarded to (Bidder) _____
the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20_____.

_____ INSURANCE COMPANY
(Name)

By _____
(Name)
Attorney in Fact

Consent of Surety

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, the receipt of whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

Federal Insurance Company
202B Hall's Mill Road , Whitehouse Station, NJ 08889

existing under the laws of the Indiana and licensed to do business
in the State of New Jersey certifies and agrees, that if the contract for
Township of West Windsor

for Bear Brook Road Roadway Reconstruction

is awarded to Earle Asphalt Company

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this 1st day of August , 2023 ,

Federal Insurance Company

By: 
Gentry Stewart , Attorney-in-Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Cassandra Baez, Amanda Pierina D'Angelo, Brendan William Fletcher, Jennifer Gail Godere, Rebecca M. Josephson, Michelle Anne McMahon, Aimee R Perondine, Donna M Planetta, Kathryn Pryor, Joshua Sanford, Bethany Stevenson, Gentry Stewart, Jacqueline Rose Susco and Nicholas Turecamo** of Hartford, Connecticut

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **March, 2022**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this **16th** day of **March, 2022** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise;
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact;
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments;
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect;
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **August 1, 2023**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-1656 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

December 31, 2022

(in thousands)

<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ 123,147	Outstanding Losses and Loss Expenses	\$ 9,253,034
United States Government, State and Municipal Bonds	3,789,695	Reinsurance Payable on Losses and Expenses	1,723,796
Other Bonds	5,964,508	Unearned Premiums	2,632,590
Stocks	245,498	Ceded Reinsurance Premiums Payable	380,182
Other Invested Assets	<u>1,979,194</u>	Other Liabilities	<u>471,528</u>
TOTAL INVESTMENTS	<u>12,082,042</u>	TOTAL LIABILITIES	<u>14,471,130</u>
Investments in Affiliates		Capital Stock	20,980
Great Northern Ins. Co.	422,405	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	381,723	Unassigned Funds	<u>1,545,403</u>
Chubb Indemnity Ins. Co.	185,044	SURPLUS TO POLICYHOLDERS	<u>4,277,857</u>
Chubb National Ins. Co.	194,379		
Other Affiliates	124,046		
Premiums Receivable	1,859,933		
Other Assets	<u>3,519,415</u>		
TOTAL ADMITTED ASSETS	<u>\$ 16,748,987</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 16,748,987</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,832 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2022

Sworn before me this March 16, 2023



Senior Vice President



Notary Public

September 19, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Jaime L. Yates, Notary Public
Philadelphia County
My commission expires September 19, 2023
Commission number 1357070
Member, Pennsylvania Association of Notaries

Bear Brook Road Roadway Reconstruction

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :
COUNTY OF Monmouth :

I, Brian M. Cooper, PE of the (City, Town, Township, Borough, etc.) of Wall in the County of Monmouth and the State of New Jersey of full age, being duly sworn according to law on my oath depose and say that:

I am Manager of Engineering of the firm of Earle Asphalt Company the Bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so, that said Bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Township of * relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) 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:

Earle Asphalt Company (Name of Bidder)

[Handwritten Signature] (Also type or print name of affiant under signature) Brian M. Cooper, PE, Manager of Engineering

Subscribed and sworn to before me this

2nd day of August, 20 23

[Handwritten Signature] Notary Public of

My commission expires, 20

DEBRA A. FRASER NOTARY PUBLIC OF NEW JERSEY My Commission Expires 9/23/2024

*West Windsor

Bear Brook Road Roadway Reconstruction

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: Earle Asphalt Company

Organization

Address: P.O. Box 556, Farmingdale, NJ 07727

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 ten (10%) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10%) percent or greater interest therein, or of all members in the limited liability company who own a ten (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 ten (10%) percent or more of its stock, of any class, or no individual partner in the partnership owns a ten (10%) percent or greater interest therein, or no member in the limited liability company owns a ten (10%) percent or greater interest therein, as the case may be. **(SKIP TO PART IV.)**

Bear Brook Road Roadway Reconstruction

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

Name of Individual or Business Entity		Address
Walter R. Earle II	33.33%	400 Laurel Avenue, Brielle, NJ 08730
Thomas J. Earle	33.33%	303 Cooper Avenue, Red Bank, NJ 07701
Michael G. Earle	33.33%	556 Navesink River Road, Red Bank, NJ 07701

Part III DISCLOSURE OF TEN (10%) PERCENT OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II N/A

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten (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 ten (10%) percent 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 ten (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 ten (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.**

Bear Brook Road Roadway Reconstruction

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

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 Township of West Windsor 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 Township of West Windsor to notify the Township of West Windsor 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 Township of West Windsor, permitting the Township of West Windsor to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	August 2, 2023

Bear Brook Road Roadway Reconstruction**(REVISED 4/10)****EXHIBIT B****MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE****N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)****N.J.A.C. 17:27-1.1 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 affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

The Contractor or subcontractor 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 Department of Labor & Workforce Development (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

Bear Brook Road Roadway Reconstruction**EXHIBIT B** (Cont.)

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 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:

(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;

Bear Brook Road Roadway Reconstruction**EXHIBIT B** *(Cont.)*

(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) The Contractor or subcontractor agrees 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 and submitted promptly to 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

Bear Brook Road Roadway Reconstruction


EXHIBIT B (Cont.)


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 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.

Signed by 
Successful Bidder / Contractor
Brian M. Cooper, PE
Manager of Engineering

Signed, sealed and delivered
in the presence of

(Notarized)

8/2/23

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 02/23/2024

Bear Brook Road Roadway Reconstruction

AGREEMENT

This Contract made the _____ day of _____, 2023 by and between the Township Council of the Township of West Windsor, a municipal corporation of the State of New Jersey, having its principal address at 271 Clarksville Road, Princeton Junction, New Jersey 08550 (hereinafter called "the Township") and _____, having its principal place of business at _____ (hereinafter called "the Contractor").

W I T N E S S E T H:

It is understood and agreed between the parties hereto as follows:

Section 1. Price, Terms and Acceptance.

In consideration of the total bid price of _____, agreed to be paid by the Township, the Contractor agrees to furnish all work, labor, services, materials, supplies and/or equipment as set forth in its bid proposal, strictly in accordance with all the terms and conditions of the plans, bid specifications, general conditions, special conditions, instructions to bidders, bid proposal forms, addenda, and all other documents contained in that certain bid package hereinafter called "Contract Documents" for the project known as **Bear Brook Road Roadway Reconstruction**. Performance by the Contractor is to be completed not later than **45** calendar days from the commencement date set forth in a written notice to proceed from the Township.

The Contractor hereby agrees that its acceptance of final payment from the Township shall be a release in full of any and all claims against the Township out of, or by reason of, the work done and materials furnished under these Contract Documents.

Section 2. Indemnification.

Contractor agrees to defend and hold the Township of West Windsor, its officers, agents, volunteers and employees, harmless from and against all suits, claims, costs, expenses, actions, demands, judgments or liabilities (including reasonable counsel fees), arising out of or relating to or in connection with any material or services furnished and delivered under this Agreement by the Contractor, or by and on account

Bear Brook Road Roadway Reconstruction

of any act or omission of the Contractor, its agents or employees, for any injury or damage sustained, or alleged to have been sustained, by any party or parties by reason of the use of defective material, furnished and delivered under the Agreement or by, or on account of any act of omission or commission of any Contractor, its agents or employees; and, in case any such action shall be brought against the Township of West Windsor, its officers, agents and employees, the Contractor shall immediately take charge of and defend same at its own cost and expense. The Township of West Windsor may, if it so desires, defend such action and charge the expense of same to the Contractor.

Section 3. Insurance.

The Contractor shall maintain the following amounts of insurance coverage during the course of this Agreement:

- a. Standard workers compensation insurance indemnifying the Contractor against any loss arising from liability or injury sustained by any and all agents, servants or employees of the Contractor, who shall be entitled to compensation under the Workers Compensation Law of the State of New Jersey. If the Contractor is incorporated outside the State of New Jersey, the said policy must include the "Other States Endorsement."
- b. Comprehensive, General and Contractual Liability, and Environment Impairment insurance coverage, including personal liability, contractual liability, explosion, collapse, underground hazard coverage shall be in accordance with the contract documents.
Bodily injury and property damage, shall be in accordance with the contract documents.
- c. All certificates shall be issued by an insurer that has an AM Best rating of at least A+ and which is authorized to underwrite insurance risk for the specific lines of coverage by the Department of Insurance of the State of New Jersey. Said insurer shall provide at least thirty (30) days prior written notice to the Township of any cancellation or reduction in amount or type of coverage. The Contractor shall provide the Township with proof of said insurance, along with a certificate naming the Township as additional insured.

Section 4. Final Inspection and Payment.

Bear Brook Road Roadway Reconstruction

All labor and supplies delivered to or performed for the Township by the Contractor shall be subject to final inspection by the Township. If the results of any such inspections indicate that any labor or materials are deficient in any respect, the Township may reject such services and shall require the Contractor to make such changes and provide such additional services as the Township may consider necessary to conform to the bid specifications. Failure to make such changes as are requested by the Township to conform to the bid specifications within thirty (30) days after notice is given, shall be cause for the Township to consider the Contractor in breach of the contract.

Payment will be made by the Township on Township voucher forms which are duly certified by the Contractor and attached to an itemization of the materials or services furnished. Payment of the full contract amount will indicate satisfactory evidence that the work has been completed and accepted, unless written agreement to the contrary is made between the Township and the Contractor. Payment vouchers may be submitted on a bi-weekly basis and shall not be considered for payment until the work and/or services provided by the Contractor have been installed, inspected and approved by the Township.

Section 5. Compliance with State and Federal Law.

The Contractor expressly agrees to strictly comply with all Federal, State and local laws, regulations and ordinances as may be applicable to performance of this Agreement.

Section 6. Statement of Compliance with Chapter 127 of the Public Laws of 1975
(N.J.A.C. 17:27)

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

- a. 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 or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action 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 non-discrimination clause.

Bear Brook Road Roadway Reconstruction

- b. 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 or sex.
- c. The Contractor or Subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance 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.
- d. 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.
- e. When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C as long as the Division is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal prescribed in accordance with N.J.S.A. 17:27-7.3.

The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor shall, within three (3) 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 (5) business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the Contractor or Subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.
- (B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade, by adhering to the procedures of (A) above,

Bear Brook Road Roadway Reconstruction

or if the Contractor or Subcontractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions consistent with the applicable county employment goal:

- (1) To notify the Public Agency Compliance Officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request the local construction trade union refer minority and women workers to fill job openings, provided that 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 of 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 the other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers so laid off by the Contractor or any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractors or Subcontractors:
 - (i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall determine the qualifications of such individuals and if the Contractor's or Subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a Contractor or Subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or referral agency, provided the referral agency is acceptable to the Division. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall

Bear Brook Road Roadway Reconstruction

be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.

- (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, said Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the Public Agency Compliance Officer and to the Division.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.
- (C) The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the Contractor or Subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the Contractor or Subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the Contractor or Subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

Bear Brook Road Roadway Reconstruction**Section 7. Acknowledgement of compliance with Section 11 of Chapter 150 of the Public Laws of 1963 (C.34:11-56.35 et seq.)**

Contractor hereby acknowledges its duty to comply with C.34:11-56.35 as amended by P.L. 2019 c.158. This statute allows the Commissioner of Labor and Workforce Development to immediately issue a stop-work order if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the General Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order. Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor hereby agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its Subcontractors.

Section 8. Furnishing of Maintenance Bond.

The Contractor shall be obligated to provide a maintenance bond to the Township following the completion of services under this contract, pursuant to the bid specifications.

Section 9. Liquidated Damages.

In the event of the failure of the Contractor to fulfill its obligations hereunder within the time stated herein, the Contractor shall be liable to the Township in the sum of *One Thousand Dollars (\$1,00.00) per day (revise per General Conditions 4.23 based on contract value)* for each day the contract remains incomplete. The sum shall be treated as liquidated damages and not a penalty for the loss of the Township of the use of the premises in a completed state of construction, alteration or repair and for added administrative and inspection costs to the Township on account of the delay; provided, however, that said liquidated damages shall be in addition to other consequential losses or damages that the Township may incur by reason of such delay, such as, but not limited to, added cost to the project and the cost of furnishing temporary accommodations for Township operations. Any such sums for which the Contractor is liable may be deducted by the Township from any monies due or to become due to the Contractor.

The said amount is fixed and agreed upon by and between the Contractor and the Township because of the impracticality and extreme difficulty affixing and ascertaining the actual damages the Township will suffer.

Section 10. General Conditions.

Bear Brook Road Roadway Reconstruction

- a. This Agreement incorporates by reference all provisions of the bid documents, including specifications and general conditions and instructions to bidders. This Agreement and the bid documents supersede all other representations and understandings between the parties.
- b. This Agreement is binding upon the Township, its successors or assigns and upon the Contractor and its successors. This Agreement may not be assigned by the Contractor.
- c. The Township shall recognize only the Contractor for the proper execution of this Agreement and work performed under this Agreement in accordance with the Contract Documents. Approval of a Subcontractor by the Township in no way relieves the Contractor from full responsibility for fulfilling all conditions of the Agreement.
- d. This Agreement shall be governed by and interpreted under the laws of the State of New Jersey.
- e. Any notices to be given under this Agreement shall be via first-class mail, addressed to the respective party at the address first appearing in this Agreement.

IN WITNESS WHEREOF, the Township has caused this instrument to be signed by its Mayor, attested to by its Clerk and its corporate seal is hereunto affixed, pursuant to a Resolution of the Township Council of the Township of West Windsor passed for that purpose, and the Contractor has set its hand and seal the day and year first written above.

ATTEST:

TOWNSHIP OF WEST WINDSOR

By:

Gay Huber
Township Clerk

Hemant Marathe
Mayor

By:

Contractor

Bear Brook Road Roadway Reconstruction

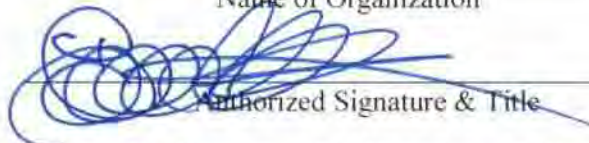
HOLD HARMLESS AGREEMENT

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the prevailing wage rate laws, the American with Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor the work, or through any act or omission on the part of the Contractor, his agents or employees.

Signed this 2nd day of August, 20 23

as a binding act in deed of Earle Asphalt Company

Name of Organization


Authorized Signature & Title

Brian M. Cooper, PE, Manager of Engineering

Print Authorized Signature Name & Title

Bear Brook Road Roadway Reconstruction**PREVAILING WAGE AFFIDAVIT**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L.1963, Chapter 150 as amended by P.L. 2019 c.158) for contracts entered into with the Township of West Windsor, except those contracts which are not within the scope of the act.

The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls as documentation of compliance and to permit on-site monitoring, including interviews with employees and review subcontracts by Township representatives. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractor that he may employ to perform the work covered by this bid are listed or are on record in the Office of the Commission of the New Jersey Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate or wages paid, hours worked and total wages paid to each workman employed by him/her in connection with a public work. Payroll records shall be preserved for a period of two (2) years from the date of payment.

The successful bidder agrees to indemnify and hold harmless the Township of West Windsor, the Township Council of the Township of West Windsor and all of its officers, agents and employees of and from any and all liability damages and attorney fees associated with a New Jersey Department of Labor investigation and/or determination that the New Jersey Prevailing Wage Act was not complied with.

The statute (N.J.S.A. 34:11-56.35 as amended by P.L. 2019 c.158) allows the Commissioner of Labor and Workforce Development to **immediately issue a stop-work order** if it makes an initial determination that an employer has violated the Prevailing Wage Act by paying wages at rates less than the rates required under the act. Such stop-work order will remain in effect until the employer has agreed to pay the required wages, any wages due and any penalty, and the Commissioner of Labor and Workforce Development issues a subsequent order releasing the stop-work order. If the stop-work order is issued against a subcontractor, the general Contractor has the right to terminate such subcontractor. A \$5,000 per day civil penalty may be imposed against any employer violating the stop-work order.

Furthermore, the Department of Labor and Workforce Development is entitled to enter the place of business during usual business hours to determine compliance with wage and hour laws by examining payroll and other records, interviewing employees, calling hearings, administering oaths, taking testimony under oath and taking depositions to determine compliance with wage and hour laws. Any employer or agent of the employer who willfully fails to furnish time and wage record or who refuses to admit the Department into the place or who hinders or delays the Department in the performance of duties may be fined not less than \$1,000 and will be guilty of a disorderly person offense, with each day of continuing noncompliance or hindrance constituting a separate offense.

Contractor agrees that it shall not submit any change order for increased compensation related to delay, remobilization, liquidated damages, or other similar grounds resulting from a stop-work order issued under this law, regardless of whether the underlying violation was intentional or unintentional, or whether such violation was committed by the Bidder or any of its subcontractors.

Bear Brook Road Roadway Reconstruction

This PREVAILING WAGE AFFIDAVIT is signed this 2nd day of
August, 2023

as a binding act in deed of

Earle Asphalt Company

Name of Organization



Authorized Signature & Title

Brian M. Cooper, PE, Manager of Engineering

Print Authorized Signature Name & Title

Bear Brook Road Roadway Reconstruction

**NEW JERSEY STATUTORY
PAYMENT BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

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 bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the 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 THIS OBLIGATION IS SUCH, that whereas the above named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall pay all lawful claims of beneficiaries as defined by N.J.S.A. 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 by N.J.S.A. 2A:44-143 having a just claim, as well as for the Obligee 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 stipulates 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 bonds.

Bear Brook Road Roadway Reconstruction

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A: 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____.

ATTEST:

Witness

Principal

Witness

Surety

Bear Brook Road Roadway Reconstruction

**NEW JERSEY STATUTORY
PERFORMANCE BOND**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____ (Name or legal title & address of CONTRACTOR)

as Principal, and _____ (Legal title of SURETY)

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 bound unto

as Obligee, in the penal sum of _____ (\$ _____)

for the 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 THIS OBLIGATION IS SUCH, that whereas the above-named Principal did on

the _____ day of _____, 20 _____

enter into a contract with _____

for _____

which contract is made part of this bond and the same as though set forth herein.

NOW, if the said _____

shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of said contract, then this obligation shall be null and 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 stipulates 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 bonds.

Bear Brook Road Roadway Reconstruction

This bond is given in compliance with the requirements of the Statutes of the State of New Jersey in respect to bonds of the contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A: 44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

Signed, sealed and dated this _____ day of _____, 20_____

ATTEST:

Witness

Principal

Witness

Surety

Bear Brook Road Roadway Reconstruction

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the Undersigned _____

(Here insert the name or legal title and address of CONTRACTOR)

as PRINCIPAL, and _____

(Here insert the legal title of SURETY)

a corporation organized and existing under the laws of the State of _____

as SURETY are held and firmly bound into _____

(Here insert the name or legal title and address of OWNER)

as OBLIGEE, in the full and just several sums of _____

Dollars (\$ _____) for maintenance, lawful money of the United States of America, to be paid to the said OBLIGEE, or its attorney, successors or assigns, to the payment of which sums well and truly to be made, the said PRINCIPAL and SURETY bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, said PRINCIPAL has entered into a certain CONTRACT with said OBLIGEE, dated _____, 20_____, (hereinafter called the CONTRACT) for _____,

Which CONTRACT and the CONTRACT DOCUMENTS for said WORK shall be deemed a part thereof as fully as if set forth herein.

NOW, THEREFORE, the joint and several conditions of this BOND are such:

That if the above bounden PRINCIPAL shall remedy without cost to the said OBLIGEE any defects which may develop during a period of two (2) years from the date of completion, and acceptance of the WORK performed under said CONTRACT, provided such defects in the judgment of the OBLIGEE, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

The PRINCIPAL and the SURETY agree that any alterations, changes or additions to the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the WORK to be performed under the CONTRACT in accordance with the CONTRACT DOCUMENTS, and/or any alterations, changes or additions to the CONTRACT, and/or any given by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the CONTRACT DOCUMENTS and/or any act of forbearance of either the PRINCIPAL or the OBLIGEE toward the other with respect to the CONTRACT DOCUMENTS and the CONTRACT and/or the reduction of any percentage to be retained by the OBLIGEE as permitted by the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the

Bear Brook Road Roadway Reconstruction

PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this BOND; and the SURETY, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reductions of retained percentage.

IN WITNESS WHEREOF, the PRINCIPAL and SURETY have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its proper officers, pursuant to authority of its governing body.

IN PRESENCE OF:

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

(Individual or Partnership Principal) (SEAL)

(Address)(Business Address)

Witness: _____

Attest: _____
(Corporate PRINCIPAL)

(Business Address)

BY: _____

(Affix Corporate Seal)

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the Undersigned, a Notary Public in and for said County and State personally appeared

(Individual, Partner, or duly authorized representative of Corporate Contractor)

Of _____
(Company)

Who being duly sworn to the law, deposes and says that all labor, material and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract for

(Project)

With the Township of West Windsor for have been paid in full.

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF: _____

SS:

COUNTY OF: _____

On this _____ day of _____, 20____, before me personally came

and appeared _____ to me known, who,

being by me duly sworn, did depose and say that he resides at _____

_____ and

that he is the _____ of _____;

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

Bear Brook Road Roadway Reconstruction

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came

and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same

as and for the act and deed of said firm.

(SEAL)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF: _____

SS: _____

COUNTY OF: _____

On this _____ day of _____ 20____, before me personally came

and appeared _____ to me known and

known to me to be one of the members of the firm of _____;

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the

same.

(SEAL)

Bear Brook Road Roadway Reconstruction

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

_____ (Full Name)

Of _____ (Company and Street Address)

_____ County and State of _____

does hereby acknowledge that he has received this _____ day of _____

and from the Owner, the Township of West Windsor the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to

_____ (Contractor)

By any means whatsoever, for on account of a certain agreement hereinafter called the CONTRACT,

between the said _____ (Contractor)

And Owner, the Township of West Windsor dated _____, 20____ (Owner)

NOW THEREFORE, the said _____ (Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the said Owner, the Township of West Windsor,

its successors and assigns of and from all claims and demands arising from or in connection with the said

CONTRACT dated _____, 20____, and of and from all, and all

manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extends, execution, claims and demand whatsoever in law or equity, or otherwise which against the said Owner, the Township of West Windsor its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

Bear Brook Road Roadway Reconstruction

IN WITNESS WHEREOF, _____
(Contractor)

has caused these presents to be duly executed on this _____ day of _____, 20____.

Signed, Sealed and Delivered in the presence of:

(INDIVIDUAL) (SEAL)

(PARTNERSHIP CONTRACTOR) (SEAL)

BY: _____
(PARTNER) (SEAL)

Attest: _____ (SEAL)

BY: _____ (SEAL)
(SECRETARY, PRESIDENT OR VICE PRESIDENT)

(CORPORATE SEAL)

Bear Brook Road Roadway Reconstruction

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FORM

N.J.S.A. 52:33-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division of Revenue.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:33-44.

Proof of registration is required for all contractors and named subcontractors. Proof of registration means a copy of the organization's "Business Registration Certificate". **NO OTHER FORM CAN BE SUBSTITUTED TO FULFILL THIS REQUIREMENT.**

Copies of the Business Registration Certificate of the Contractor and that of any named Subcontractor shall be submitted prior to the award of the contract.

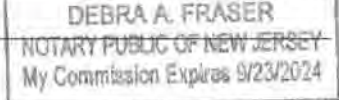
Name	Not Registered	Registration Number
Bidder <u>Earle Asphalt Company</u>	<u> </u>	<u>0103368</u>
(Subcontractor) <u>None</u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>

Subscribed and sworn

Before me this 2nd day
Of August 20 23

Debra Fraser


Signature

Notary Public of 

Brian M. Cooper, PE, Manager of Engineering
Name and Title
(type or print)

My Commission Expires , 20 .

**** Please note: Contracts that are less than 15% of West Windsor Township's bid threshold (\$17,500) are not covered by this law. Vendors that refuse to register and obtain a Business Registration Certificate cannot receive a contract in excess of \$2,625.00.**



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: EARLE ASPHALT COMPANY (FORMERLY* EARLE ASPHALT
& PAVING CO)

Trade Name:

Address: 1800 ROUTE 34
WALL, NJ 07719-9168

Certificate Number: 0103368

Effective Date: February 05, 1968

Date of Issuance: May 02, 2019

For Office Use Only:

20190502104534718

Bear Brook Road Roadway Reconstruction

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

"The Public Works Contractor Registration Act," P.L.1999, c.238 (C.34:11-56.48) requires that contractors and subcontractors, be registered with the New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance.

Please indicate below, for the bidder and all subcontractors listed on the "List of Subcontractors" herein, as to their registration with the New Jersey Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

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

Name	Not Registered	Registration Number
Bidder <u>Earle Asphalt Company</u>	<u> </u>	<u>18315</u>
(Subcontractor) <u>None</u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>
(Subcontractor) <u> </u>	<u> </u>	<u> </u>

Subscribed and sworn

Before me this 2nd day
of August 2023.

Debra A. Fraser


Signature

Notary Public of

Brian M. Cooper, PE, Manager of Engineering
Name and Title
(type or print)

My Commission Expires , 20

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

Certificate Number
18315

Registration Date 05/06/2023
Expiration Date 05/05/2025



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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



Responsible Representative(s):
Walter Earle II, President
Michael Earle, Secretary

Responsible Representative(s):
Thomas Earle, Vice-President

Handwritten signature of Robert Asarco-Angelo in black ink.

Robert Asarco-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.

Bear Brook Road Roadway Reconstruction

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity	Earle Asphalt Company
-------------------------	-----------------------

Part 1: Certification

COMPLETE PART 1 BY CHECKING **ONE OF THE THREE BOXES BELOW**

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be 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.

CONTRACT AWARDS AND RENEWALS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

Bear Brook Road Roadway Reconstruction

CONTRACT AMENDMENTS AND EXTENSIONS



I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

IF UNABLE TO CERTIFY



I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.


Bear Brook Road Roadway Reconstruction

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

I acknowledge that the Township of West Windsor is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of West Windsor to notify the Township of West Windsor in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Township of West Windsor and that the Township of West Windsor at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Brian M. Cooper, PE	Title	Manager of Engineering	
Signature			Date	August 2, 2023

Bear Brook Road Roadway Reconstruction

AMERICANS WITH DISABILITIES ACT
MANDATORY LANGUAGE


Equal Opportunity for Individuals with Disabilities

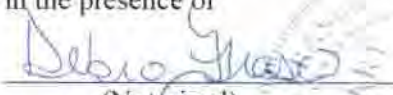
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Township 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 Township in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Township, 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 Township's grievance procedure, the Contractor agrees to abide by any decision of the Township which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Township or if the Township 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 Township 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 Township or any of its agents, servants and employees, the Township shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Township or its representatives.

It is expressly agreed and understood that any approval by the Township 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 Township pursuant to this paragraph.

It is further agreed and understood that the Township 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 Township from taking any other actions available to it under any other provisions of this agreement or otherwise at law.

Signed by 
Successful Bidder / Contractor
Brian M. Cooper, PE
Manager of Engineering

Signed, sealed and delivered
in the presence of

(Notarized)

8/2/23

DEBRA A. FRASER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/23/2024

Bear Brook Road Roadway Reconstruction

BID DOCUMENT REQUIREMENT	
Name of Form:	FEDERAL NON-DEBARMENT CERTIFICATION
Statutory Reference:	N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)
Description:	Meets statutory criteria for certification of non-debarment by a federal government agency.

Summary of the Certification Requirements under N.J.S.A. 52:32-44.1

Pursuant to state law any natural person, company, firm, association, corporation, or other entity prohibited, or "debarred," from contracting with the federal government agencies, shall also be prohibited from contracting for public work in the state of New Jersey. This prohibition also extends to any affiliate organization(s) held by or subject to the control of an entity of that prohibited person or entity.

Prior to awarding a contract for public work a local unit must obtain written certification from the contracting person or entity through the form below, attesting to their non-debarment from contracting with federal government agencies. Contracting units are reminded that they must fill-in the boilerplate information in the certification sections of Parts II through IV regarding their name and type of contracting unit before using the form.

Bear Brook Road Roadway Reconstruction


**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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	Earle Asphalt Company
Physical Address of Individual or Organization	1800 Route 34, Building 2, Suite 205, Wall, NJ 07719
Unique Entity ID (if applicable)	LTW6SCGSHAE7
CAGE/NCAGE Code (if applicable)	OJHFO
Check the box that represents the type of business organization:	

- Sole Proprietorship (skip Parts III and IV)
 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 West Windsor Township 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 West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	August 2, 2023

Bear Brook Road Roadway Reconstruction


PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
<input type="checkbox"/>	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	
Physical Address	
OR	
<input checked="" type="checkbox"/>	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)	
<input type="checkbox"/>	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 the organization’s parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Physical Address	
OR	

Bear Brook Road Roadway Reconstruction

<input checked="" type="checkbox"/>	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.
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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 **West Windsor Township** 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 to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	August 2, 2023

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities

Section A

<input type="checkbox"/>	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	Physical Address

Add additional sheets if necessary

Bear Brook Road Roadway Reconstruction

OR	
<input checked="" type="checkbox"/>	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)

<input type="checkbox"/>	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	Physical Address


Add additional Sheets if necessary

OR

<input checked="" type="checkbox"/>	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

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 turn 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 West Windsor Township 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 West Windsor Township to notify West Windsor Township 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 West Windsor Township, permitting West Windsor Township to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	August 2, 2023

Bear Brook Road Roadway Reconstruction



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT / BID SOLICITATION TITLE Bear Brook Road Roadway Reconstruction
CONTRACT / BID SOLICITATION No.

CHECK THE APPROPRIATE BOX

[X]

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3, section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

[]

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

[Blank lines for description of prohibited activity]

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

[Handwritten signature]

August 2, 2023
Date

Brian M. Cooper, PE, Manager of Engineering
Print Name and Title of Vendor's Authorized Representative

Earle Asphalt Company
Vendor Name

(732) 308-1113
Vendor Phone Number

1800 Route 34, Building 2, Suite 205
Vendor Address (Street Address)

(732) 308-1034
Vendor Fax Number

Wall, NJ 07719
Vendor Address (City/State/Zip Code)

bmead@earleco.com/bcooper@earleco.com
Vendor Email Address for Authorized Representative

1 Engaged in prohibited activities in Russia or Belarus means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.