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## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

**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	BMC
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	BMC
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	BMC
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	BMC
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	BMC

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

**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	BMC
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	BMC
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	BMC
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	BMC
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	BMC

**NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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 1, 2023

**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**

**N.J.D.O.T. FY 2021 Municipal Aid Grant for Roadway Improvements to Rabbit Hill Road**

This Bid will not be accepted after **2:30 pm** prevailing time on **August 1, 2023** at which time all Bids will be publicly opened and read.

Earle Asphalt Company

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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.

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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."

**BID SCHEDULE**

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Section 158	SILT FENCE 200 LF @ \$ 0.01 PER LF Zero dollars & one cent	\$2.00
		(Write out price)	
2	Section 158	INLET FILTER, TYPE 1 152 SF @ \$ 0.01 PER SF Zero dollars & one cent	\$1.52
		(Write out price)	
3	Section 01604	DRUM 30 UNITS @ \$ 0.01 PER UNIT Zero dollars & one cent	\$0.30
		(Write out price)	

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

4	Section 01604	TRAFFIC CONE 20 UNITS @ \$ 0.01 PER UNIT Zero dollars & one cent	\$0.20
		(Write out price)	
5	Section 01604	CONSTRUCTION SIGNS 392 SF @ \$ 0.01 PER SF Zero dollars & one cent	\$3.92
		(Write out price)	
6	Section 01604 Special Condition 1	UNIFORM TRAFFIC CONTROL DIRECTORS 259 HOURS @ \$ 135 PER HOUR ONE HUNDRED THIRTY-FIVE DOLLARS	\$34,965.00
		(Write out price)	
7	Section 160	ASPHALT PRICE INDEX ADJUSTMENT \$1 DOLLAR @ \$10,000.00 TEN THOUSAND DOLLARS	\$10,000.00
		(Write out price)	
8	Section 160	FUEL PRICE ADJUSTMENT \$1 DOLLAR @ \$10,000.00 TEN THOUSAND DOLLARS	\$10,000.00
		(Write out price)	
9	Section 202	REMOVAL OF PAVEMENT 801 SY @ \$ 8.80 PER SY Eight dollars & eighty cents	\$7,048.80
		(Write out price)	
10	Section 301	I-13, SOIL AGGREGATE, SUB-BASE (IWD) 100 TON @ \$ 5.00 PER TON Five dollars & zero cents	\$500.00
		(Write out price)	

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

11	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK 801 SY @ \$ 1.00 PER SY One dollar & zero cents  (Write out price)	\$801.00
12	Section 401	MILLING, 2" DEPTH 20,773 SY @ \$ 4.88 PER SY Four dollars & eighty eight cents  (Write out price)	\$101,372.24
13	Section 401	HOT MIX ASPHALT 19M64, BASE COURSE, 6" THICK 287 TONS @ \$ 75.00 PER TON Seventy five dollars & zero cents  (Write out price)	\$21,525.00
14	Section 401	HOT MIX ASPHALT 9.5M64, LEVELING COURSE (IWD) 100 TONS @ \$ 70.00 PER TON Seventy dollars & zero cents  (Write out price)	\$7,000.00
15	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 2,677 TONS @ \$ 105.88 PER TON One hundred five dollars & eighty eight cents  (Write out price)	\$283,440.76
16	Section 602	RESET CASTING. INLET, USING EXISTING CASTING (I&WD) 1 UNIT @ \$ 350.00 PER UNIT Three hundred fifty dollars & zero cents  (Write out price)	\$350.00

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

17	Section 602	CURB PIECE 19 UNITS @ \$ 575.00 PER UNIT Five hundred seventy five dollars & zero cents  (Write out price)	\$10,925.00
18	Section 602	BICYCLE SAFE GRATE (I&WD) 1 UNIT @ \$ 450.00 PER UNIT Four hundred fifty dollars & zero cents  (Write out price)	\$450.00
19	Section 602	INLET, TYPE "B" 1 UNIT @ \$ 5,585.20 PER UNIT Five thousand five hundred eighty five dollars & twenty cents  (Write out price)	\$5,585.20
20	Section 602	CONNECTION TO EXISTING INLET 1 UNIT @ \$ 1,500.00 PER UNIT One thousand five hundred dollars & zero cents  (Write out price)	\$1,500.00
21	Section 601	12" REINFORCED CONCRETE PIPE, CLASS V 55 LF @ \$ 170.00 PER LF One hundred seventy dollars & zero cents  (Write out price)	\$9,350.00
22	Section 606	REMOVE & REPLACE CONCRETE SIDEWALK, 4" THICK 341 SY @ \$ 120.00 PER SY One hundred twenty dollars & zero cents  (Write out price)	\$40,920.00
23	Section 606	CONCRETE SIDEWALK, 4" THICK 8 SY @ \$ 120.00 PER SY One hundred twenty dollars & zero cents  (Write out price)	\$960.00



## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

24	Section 401	SEALING OF CRACKS IN HOT MIX ASPHALT 200 LF @ \$ 5.00 PER LF Five dollars & zero cents	\$1,000.00
		(Write out price)	
25	Section 606	DETECTABLE WARNING SURFACE 18 SY @ \$ 275.00 PER SY Two hundred seventy five dollars & zero cents	\$4,950.00
		(Write out price)	
26	Section 607	CONCRETE CURB 512 LF @ \$ 43.50 PER LF Forty three dollars & fifty cents	\$22,272.00
		(Write out price)	
27	Section 610	REMOVAL OF RPM 70 UNITS @ \$ 0.01 PER UNIT Zero dollars & one cent	\$0.70
		(Write out price)	
28	Section 610	RPM, BI-DIRECTIONAL, AMBER LENS 71 UNITS @ \$ 35.00 PER UNIT Thirty five dollars & zero cents	\$2,485.00
		(Write out price)	
29	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 4" WIDE 9,956 LF @ \$ 0.85 PER LF Zero dollars & eighty five cents	\$8,462.60
		(Write out price)	
30	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, YELLOW, 4" WIDE, DOUBLE 4,728 LF @ \$ 1.70 PER LF One dollar & seventy cents	\$8,037.60
		(Write out price)	

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

31	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 8" WIDE 1,090 LF @ \$ 1.70 PER LF One dollar & seventy cents	\$1,853.00
		(Write out price)	
32	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 24" WIDE 918 LF @ \$ 5.10 PER LF Five dollars & ten cents	\$4,681.80
		(Write out price)	
33	Section 610	Traffic Markings, Thermoplastic, White 31 UNITS @ \$ 300.00 PER UNIT Three hundred dollars & zero cents	\$9,300.00
		(Write out price)	
34	Section 612	RESET/RELOCATE TRAFFIC SIGN 7 UNITS @ \$ 50.00 PER UNIT Fifty dollars & zero cents	\$350.00
		(Write out price)	
35	Section 612	TRAFFIC SIGN, W11-1(MOD), 30" X 30" 4 UNITS @ \$ 200.00 PER UNIT Two hundred dollars & zero cents	\$800.00
		(Write out price)	
36	Section 612	TRAFFIC SIGN, W11-2, 24" X 24" 6 UNITS @ \$ 180.00 PER UNIT One hundred eighty dollars & zero cents	\$1,080.00
		(Write out price)	
37	Section 612	TRAFFIC SIGN, W11-15, 24" X 24" 1 UNIT @ \$ 180.00 PER UNIT One hundred eighty dollars & zero cents	\$180.00
		(Write out price)	

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

38	Section 612	TRAFFIC SIGN, W11-15P, 24" X 18" 1 UNIT @ \$ 40.00 PER UNIT Forty dollars & zero cents  (Write out price)	\$40.00
39	Section 612	TRAFFIC SIGN, W16-1P, 30" X 24" 1 UNIT @ \$ 190.00 PER UNIT One hundred ninety dollars & zero cents  (Write out price)	\$190.00
40	Section 612	TRAFFIC SIGN, W16-9P, 24" X 12" 6 UNITS @ \$ 30.00 PER UNIT Thirty dollars & zero cents  (Write out price)	\$180.00
41	Section 612	TRAFFIC SIGN, R3-17, 24" X 18" 7 UNITS @ \$ 150.00 PER UNIT One hundred fifty dollars & zero cents  (Write out price)	\$1,050.00
42	Section 651	RESET VALVE BOX (I&W) 1 UNIT @ \$ 150.00 PER UNIT One hundred fifty dollars & zero cents  (Write out price)	\$150.00
43	Section 602	RESET CASTING, MANHOLE, USING EXISTING CASTING (I&W) 1 UNIT @ \$ 500.00 PER UNIT Five hundred dollars & zero cents  (Write out price)	\$500.00
44	Section 802	TRIMMING EXISTING TREE, OVER 6" TO 12" DIAMETER 9 UNITS @ \$ 150.00 PER UNIT One hundred fifty dollars & zero cents  (Write out price)	\$1,350.00

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

45	Section 802	TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER 76 UNITS @ \$ 250.00 PER UNIT Two hundred fifty dollars & zero cents	\$19,000.00
		(Write out price)	
46	Section 802	TRIMMING EXISTING TREE, OVER 18" TO 24" DIAMETER 5 UNITS @ \$ 325.00 PER UNIT Three hundred twenty five dollars & zero cents	\$1,625.00
		(Write out price)	
47	Section 802	TRIMMING EXISTING TREE, OVER 24" TO 30" DIAMETER 5 UNITS @ \$ 425.00 PER UNIT Four hundred twenty five dollars & zero cents	\$2,125.00
		(Write out price)	
48	Section 802	TREE REMOVAL, OVER 6" TO 12" DIAMETER 6 UNITS @ \$ 300.00 PER UNIT Three hundred dollars & zero cents	\$1,800.00
		(Write out price)	
49	Section 802	TREE REMOVAL, OVER 12" TO 18" DIAMETER 8 UNITS @ \$ 600.00 PER UNIT Six hundred dollars & zero cents	\$4,800.00
		(Write out price)	
50	Section 802	TREE REMOVAL, OVER 18" TO 24" DIAMETER 6 UNITS @ \$ 1,000.00 PER UNIT One thousand dollars & zero cents	\$6,000.00
		(Write out price)	

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

51	Section 802	STUMP REMOVAL 18 UNITS @ \$ 350.00 PER UNIT Three hundred fifty dollars & zero cents	\$6,300.00
		(Write out price)	
52	Section 804	TOPSOILING, 5" THICK 449 SY @ \$ 5.00 PER SY Five dollars & zero cents	\$2,245.00
		(Write out price)	
53	Section 806	FERTILIZING & SEEDING, TYPE 'GU' 449 SY @ \$ 0.01 PER SY Zero dollars & one cent	\$4.49
		(Write out price)	
54	Section 401	5" PAVEMENT CORES 5 UNITS @ \$ 250.00 PER UNIT Two hundred fifty dollars & zero cents	\$1,250.00
		(Write out price)	
55	Section 401	8" PAVEMENT CORES 5 UNITS @ \$ 250.00 PER UNIT Two hundred fifty dollars & zero cents	\$1,250.00
		(Write out price)	
		<b>TOTAL PRICE BID (Items 1 to 55)</b>	<b>\$662,013.13</b>
		<b>NJDOT Participating Road Portion</b>	
I-A	Section 202	REMOVAL OF PAVEMENT 143 SY @ \$ 4.80 PER SY Four dollars & eighty cents	\$686.40
		(Write out price)	

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

2-A	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK 143 SY @ \$ 1 00 PER SY One dollar & zero cents	\$143.00
		(Write out price)	
3-A	Section 401	MILLING, 2" DEPTH 3,707 SY @ \$ 1 90 PER SY One dollar & ninety cents	\$7,043.30
		(Write out price)	
4-A	Section 401	HOT MIX ASPHALT 19M64, BASE COURSE, 6" THICK 52 TONS @ \$ 56.00 PER TON Fifty six dollars & zero cents	\$2,912.00
		(Write out price)	
5-A	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 462 TONS @ \$ 88.85 PER TON Eighty eight dollars & eighty five cents	\$41,048.70
		(Write out price)	
6-A	Section 610	REMOVAL OF RPM 15 UNITS @ \$ 0.01 PER UNIT Zero dollars & one cent	\$0.15
		(Write out price)	
7-A	Section 610	RPM, BI-DIRECTIONAL, AMBER LENS 15 UNITS @ \$ 35.00 PER UNIT Thirty five dollars & zero cents	\$525.00
		(Write out price)	

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

8-A	Section 612	TRAFFIC SIGN, W11-1(MOD), 30" X 30" 2 UNITS @ \$ 200.00 PER UNIT <u>Two hundred dollars &amp; zero cents</u>  (Write out price)	<u>\$400.00</u>
9-A	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 4" WIDE 1,638 LF @ \$ 0.85 PER LF <u>Zero dollars &amp; eighty five cents</u>  (Write out price)	<u>\$1,392.30</u>
10-A	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, YELLOW, 4" WIDE, DOUBLE 822 LF @ \$ 1.70 PER LF <u>One dollar &amp; seventy cents</u>  (Write out price)	<u>\$1,397.40</u>
11-A	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 24" WIDE 11 LF @ \$ 5.10 PER LF <u>Five dollars &amp; ten cents</u>  (Write out price)	<u>\$56.10</u> <sup>BAC</sup>
12-A	Section 610	Traffic Markings, Thermoplastic, White 5 UNITS @ \$ 299.13 PER UNIT <u>Two hundred ninety nine dollars &amp; thirteen cents</u>  (Write out price)	<u>\$1,495.65</u>
<b>TOTAL PRICE BID (Items 1-A to 12-A)</b>			<u>\$57,100.00</u>
<b>NJDOT Non-Participating Road Portion</b>			
<b>TOTAL PRICE BID</b>			<u>\$719,113.13</u>
<b>(Items 1 to 55 and 1-A to 12-A)</b>			

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

If a Corporation,

Name of Contractor Earle Asphalt Company

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

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 1, 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

TOWNSHIP OF WEST WINDSOR

N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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				Brc

**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

Date: August 1, 2023

**NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

**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

**N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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: \_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-Fact

**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, 28th day of July, 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

**N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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: India Buxton  
India Buxton, Witness

Earle Asphalt Company  
Principal

Brian M. Cooper, PE, Manager of Engineering

Federal Insurance Company

Surety

Gentry Stewart, Attorney-in-Fact

**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.

**LIST OF SUBCONTRACTORS**

N.J.DOT FY 2021 Municipal Aid Grant,  
 TITLE OF BID: Roadway Improvements to Rabbit Hill Road 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 \_\_\_\_\_

**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.

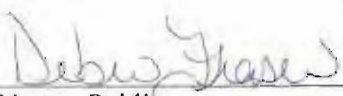
Earle Asphalt Company  
Name of Contractor (Type or Print)

  
Signature/Title

Brian M. Cooper, PE  
Manager of Engineering

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

Subscribed and Sworn before me this  
1st Day of August 2023

  
Notary Public  
My Commission Expires \_\_\_\_\_

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

**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.	_____	_____

**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 Willets 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 <a href="mailto:jfrancisco@boswellengineering.com">jfrancisco@boswellengineering.com</a>	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

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 Kahteen 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 Curlis 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	<a href="mailto:Andres.Vanegas@dot.nj.gov">Andres.Vanegas@dot.nj.gov</a>			
Borough of Atlantic Highlands 100 First Avenue Atlantic Highlands, 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 <a href="mailto:Darshan.Patel@dot.nj.gov">Darshan.Patel@dot.nj.gov</a>	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	MRRC 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 <a href="mailto:Naresh.Agrawal@dot.nj.gov">Naresh.Agrawal@dot.nj.gov</a>	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 <a href="mailto:Miken.Shah@dot.nj.gov">Miken.Shah@dot.nj.gov</a>	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 <a href="mailto:Nicholas.Beyer@dot.nj.gov">Nicholas.Beyer@dot.nj.gov</a>	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 <a href="mailto:Inam.Qadeer@dot.nj.gov">Inam.Qadeer@dot.nj.gov</a>	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 <a href="mailto:Inam.Qadeer@dot.nj.gov">Inam.Qadeer@dot.nj.gov</a>	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 <a href="mailto:Tbecker@dewberry.com">Tbecker@dewberry.com</a>	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 Titistville, 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 080555	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 <a href="mailto:Nicholas.Beyer@dot.nj.gov">Nicholas.Beyer@dot.nj.gov</a>	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 Hamiton 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

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

4. Have you ever failed to complete any work awarded to you (within the last ten years)? No  
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>		<u>\$</u>
		<u>\$</u>
		<u>\$</u>
		<u>\$</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.

**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



## 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 <sup>th</sup> 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 <sup>nd</sup> Street & 85 <sup>th</sup> 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/Dirmitt/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 <sup>th</sup> 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 <sup>th</sup> 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 <sup>th</sup> 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	Contract #7 – Barrier Free Accessibility Improvs	262,313
Lacey Township	Northwest Barnegat Pines Ph 3 Rd Improv	623,713
Mercer County	Spring Lake Improvements @ Roebling Memorial Park	306,013
Ocean County	Recon/Resurfacing CR 539 Honicon 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
Hamilton Township	Genesee Street Road Improvements	588,713
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	Gravel Road Project/Oakwood Ave & Pine Street	138,813
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

## 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	1FCAVWDT1DHFF4726
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	5KKHAEDV4JPJ8319
06-0550	2018	WESTERN STAR	4900	5KKHAEDV2JPJ8318
06-0551	2018	WESTERN STAR	4900	5KKHAEDV0 JPJ8317
06-0552	2018	WESTERN STAR	4900	5KKHAEDV0JPJ8320
06-0553	2018	WESTERN STAR	4900	5KKHAEDV2JP JJ8321
06-0554	2018	MACK	GU713	1M2AX09C9JM037437

## EARLE ASPHALT COMPANY EQUIPMENT LIST

06-0555	2018	MACK	GU713	I M2AX09C3JM037434
06-0557	2018	MACK	GU713	I M2AX09C5JM037435
06-0558	2018	MACK	GU713	I M2AX09C7JM037436
07-0002	1999	International	4900	I HTSDAANXXH641653
07-0003	2002	Freightliner	FL-70	I FVABTAK72HK41241
10-0252	2001	INTERNATIONAL	4300	I HTMMAAN5 2H523043
10-0254	1991	MACK	CS250	VG6BA08B1 MB600219
10-0255	1994	FORD	LN8000	I FDXR82E6 RVA08580
10-0298	2005	FREIGHTLINER	M2	I FVHCYDC25HU04167
10-0300	1989	MACK	RD690S	2M2P198C3 KC005974
10-0301	1991	MACK	RD690SX	I M2P265C0MM008219
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	KMTWA135L NNA51120
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	I T0310SLCHF308225
14-0471	2018	CAT	420F2IT	
14-0472	2018	CAT	420F2IT	CAT0420FP HWC04490
14-0474	2013	JOHN DEERE	310SK	I T0310SKH DE240271
14-0475	2014	JOHN DEERE	310SK	I T0310SKCEE258765
14-0476	2013	JOHN DEERE	310 SK	I T0310SK TEE265628
14-0477	2013	JOHN DEERE	310 SK	I T0310SKKDE243677

## 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	I202252
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	EH8.5X22/140A 193'	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	1S9A25223PI489001
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

## 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 \_\_\_\_\_ IN \_\_\_\_\_ and licensed to do business  
in the \_\_\_\_\_ NJ \_\_\_\_\_ certifies and agrees, that if the contract for  
Township of West Windsor

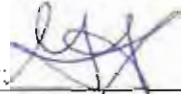
for N.J.D.O.T. FY 2021 Municipal Aid Grant for Roadway Improvements  
to Rabbit Hill Road

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 28th day of July , 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)

# CHUBB

## Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company

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 Planeta, 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 16<sup>th</sup> day of March, 2022.

*Dawn M. Chiores*

Dawn M. Chiores, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY  
County of Hunterdon SS.

On this 16<sup>th</sup> day of March, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chiores 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. Chiores 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. 2316685  
Commission Expires July 18, 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 (such 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 Resolutions 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 Resolutions shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or stated."

I, Dawn M. Chiores, 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

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (2) 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 July 26, 2023



*Dawn M. Chiores*

Dawn M. Chiores, 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) 903-3656 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	\$ 9,263,034
United States Government, State and Municipal Bonds	3,769,695	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>
<b>TOTAL INVESTMENTS</b>	<b><u>12,082,042</u></b>	<b>TOTAL LIABILITIES</b>	<b><u>14,471,130</u></b>
Investments in Affiliates		Capital Stock	20,980
Great Northern Ins. Co	422,405	Paid-In Surplus	2,711,474
Vigilant Ins. Co	361,723	Unassigned Funds	<u>1,545,403</u>
Chubb Indemnity Ins. Co	185,044	<b>SURPLUS TO POLICYHOLDERS</b>	<b><u>4,277,857</u></b>
Chubb National Ins. Co	194,379		
Other Affiliates	124,046		
Premiums Receivable	1,859,933		
Other Assets	<u>3,519,415</u>		
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$ 18,748,987</u></b>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<b><u>\$ 18,748,987</u></b>


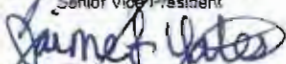
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,632 were deposited with government authorities as required by law.

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 31st day of December, 2022.

Sworn before me this March 16, 2023

  
 Senior Vice President  
  
 Notary Public

September 19, 2023  
 by commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Jaime L. Yates, Notary Public  
 Philadelphia County  
 My commission expires September 19, 2023  
 Commission number 1367070  
 Member, Pennsylvania Association of Notaries

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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)

  
(Also type or print name of affiant under signature)  
Brian M. Cooper, PE, Manager of Engineering

Subscribed and sworn to before me this

1st day of August, 2023

  
Notary Public of

My commission expires \_\_\_\_\_, 20\_\_\_\_\_



\*West Windsor

**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:**

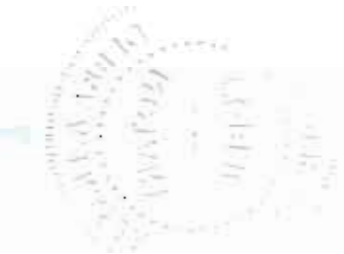
- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership     Limited Partnership     Limited Liability Partnership (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.)**



## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

(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**

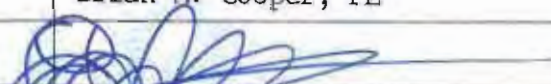
**Please list** the names and addresses of each stockholder, partner or member owning a ten (10%) percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** 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.**



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 1, 2023

(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

**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;

**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

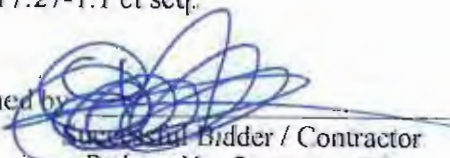
**EXHIBIT B (Cont.)**

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 8/01/23  
in the presence of

  
(Notarized)

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

Certification 5657

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-Dec-2022 to 15-Dec-2025

EARLE ASPHALT COMPANY  
1800 RT 34 BLDG 2 SUITE 205  
WALL NJ 07719



*Elizabeth M. Muoio*  
ELIZABETH MAHER MUOIO  
State Treasurer

**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 **N.J.D.O.T. FY 2021 Municipal Aid Grant for Roadway Improvements to Rabbit Hill Road**. Performance by the Contractor is to be completed not later than **120 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 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



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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.

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;

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

- 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.
- 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

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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, 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

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (ii) If the Contractor's or Subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the Contractor's or Subcontractor's workforce is no longer consistent with the applicable employment goal.
  - (iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, 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.

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

- (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).

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 *Three Hundred Dollars (\$300.00) 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.

**NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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.

- 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

**HOLD HARMLESS AGREEMENT**

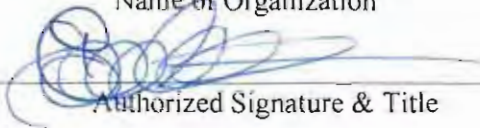
The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, and indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including 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 1st 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

### 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.**



NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

This PREVAILING WAGE AFFIDAVIT is signed this 1st 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

**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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

**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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

**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

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the 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)

**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)



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)

**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  
remit, 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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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)

**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.

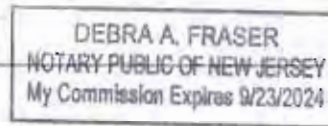
Name	Not Registered	Registration Number
Bidder <u>Earle Asphalt Company</u>	<u>                    </u>	<u>0103368</u>
(Subcontractor) <u>None</u>	<u>                    </u>	<u>                    </u>
(Subcontractor) <u>                    </u>	<u>                    </u>	<u>                    </u>
(Subcontractor) <u>                    </u>	<u>                    </u>	<u>                    </u>
(Subcontractor) <u>                    </u>	<u>                    </u>	<u>                    </u>

Subscribed and sworn

Before me this 1st day  
Of August 2023.

  
\_\_\_\_\_

  
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 03, 1968
Date of Issuance:	May 02, 2019

For Office Use Only:  
20190502104534718



# 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):

Thomas Earle, Vice-President:

Responsible Representative(s):

Walter Earle II, President

Michael Earle, Secretary

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.

**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 1st day  
of August 2023

  
Debra A. Fraser

Notary Public of                     

  
Signature

Brian M. Cooper, PE, Manager of Engineering  
Name and Title  
(type or print)

My Commission Expires                     , 20                    



## 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](http://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.)*



**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.

### 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.*

<b>Full Name (Print)</b>	Brian M. Cooper, PE	<b>Title</b>	Manager of Engineering
<b>Signature</b>			<b>Date</b> August 1, 2023

**AMERICANS WITH DISABILITIES ACT**  
**MANDATORY LANGUAGE**

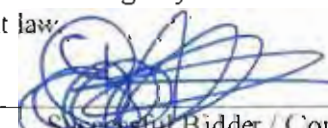
Equal Opportunity for Individuals with Disabilities

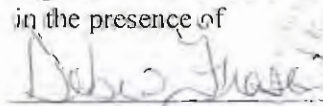
The Contractor and the Township of West Windsor (hereinafter the "Township") do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act"), 42 U.S.C. 12101 et seq., which prohibits discrimination on the basis of disability by public entities in all services, 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)

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

8/01/21

<b>BID DOCUMENT REQUIREMENT</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
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.




**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
<b>Check the box that represents the type of business organization:</b>	

- 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): \_\_\_\_\_

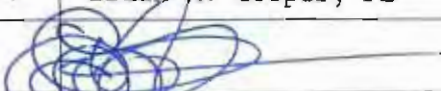
PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the <b>individual or organization listed above in Part I</b> is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification 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.</p>			
Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	August 1, 2023

<b>PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization</b>	
<b>Section A (Check the Box that applies)</b>	
<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.
<b>Name of Individual or Organization</b>	
<b>Physical Address</b>	
<b>OR</b>	
<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.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<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.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Physical Address</b>	
<b>OR</b>	

<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 1, 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 <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

\*\*Add additional sheets if necessary\*\*

<b>OR</b>	
<input checked="" type="checkbox"/>	The <b>Organization listed above in Part I</b> 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).
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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.
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**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 1, 2023



**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. PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES  
CERTIFICATION
23. AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE
24. CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

**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	
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X	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

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

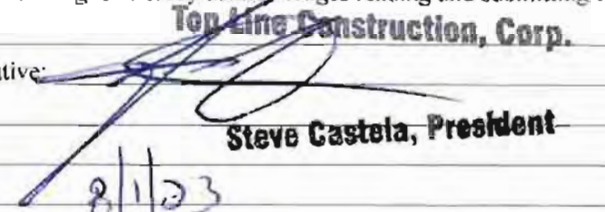
Bidder: Initial each Item Submitted w/ Bid

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

**NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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

Name of Bidder: Top Line Construction, Corp.

By Authorized Representative: 

Signature: \_\_\_\_\_

Print Name and Title: Steve Castela, President

Date Signed: 8/1/23

**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

**N.J.D.O.T. FY 2021 Municipal Aid Grant for Roadway Improvements to Rabbit Hill Road**

This Bid will not be accepted after 2:30 pm prevailing time on August 1, 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.

N.J.DOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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."

**BID SCHEDULE**

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Section 158	SILT FENCE 200 LF @ \$ .01 PER LF  <i>one cent</i> (Write out price)	<u>2.00</u>
2	Section 158	INLET FILTER, TYPE I 152 SF @ \$ .01 PER SF  <i>one cent</i> (Write out price)	<u>1.52</u>
3	Section 01604	DRUM 30 UNITS @ \$ .01 PER UNIT  <i>one cent</i> (Write out price)	<u>.30</u>

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

4	Section 01604	TRAFFIC CONE 20 UNITS @ \$ <u>.01</u> PER UNIT	<u>.20</u>
		<u>one cent</u> (Write out price)	
5	Section 01604	CONSTRUCTION SIGNS 392 SF @ \$ <u>5.00</u> PER SF	<u>1,960.00</u>
		<u>five dollars</u> (Write out price)	
6	Section 01604 Special Condition 1	UNIFORM TRAFFIC CONTROL DIRECTORS 259 HOURS @ \$ 135 PER HOUR ONE HUNDRED THIRTY-FIVE DOLLARS	<u>\$34,965.00</u>
		(Write out price)	
7	Section 160	ASPHALT PRICE INDEX ADJUSTMENT \$1 DOLLAR @ \$10,000.00 TEN THOUSAND DOLLARS	<u>\$10,000.00</u>
		(Write out price)	
8	Section 160	FUEL PRICE ADJUSTMENT \$1 DOLLAR @ \$10,000.00 TEN THOUSAND DOLLARS	<u>\$10,000.00</u>
		(Write out price)	
9	Section 202	REMOVAL OF PAVEMENT 801 SY @ \$ <u>.01</u> PER SY	<u>8.01</u>
		<u>one cent</u> (Write out price)	
10	Section 301	I-13, SOIL AGGREGATE, SUB-BASE (IWD) 100 TON @ \$ <u>.01</u> PER TON	<u>1.00</u>
		<u>one cent</u> (Write out price)	

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

11	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK 801 SY @ \$ <u>.01</u> PER SY	<u>8.81</u>
		<u>one cent</u> (Write out price)	
12	Section 401	MILLING, 2" DEPTH 20,773 SY @ \$ <u>4.75</u> PER SY	<u>98,671.75</u>
		<u>four dollars seventy five cents</u> (Write out price)	
13	Section 401	HOT MIX ASPHALT 19M64, BASE COURSE, 6" THICK 287 TONS @ \$ <u>91.08</u> PER TON	<u>26,139.96</u>
		<u>ninety one dollar eight cents</u> (Write out price)	
14	Section 401	HOT MIX ASPHALT 9.5M64, LEVELING COURSE (IWD) 100 TONS @ \$ <u>.01</u> PER TON	<u>1.00</u>
		<u>one cent</u> (Write out price)	
15	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 2,677 TONS @ \$ <u>105.22</u> PER TON	<u>281,673.94</u>
		<u>one hundred five dollars twenty two cents</u> (Write out price)	
16	Section 602	RESET CASTING, INLET, USING EXISTING CASTING (I&WD) 1 UNIT @ \$ <u>471.46</u> PER UNIT	<u>471.46</u>
		<u>four hundred seventy one dollar fourty six cents</u> (Write out price)	

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

17	Section 602	CURB PIECE 19 UNITS @ \$ <u>428.92</u> PER UNIT <u>four hundred twenty eight dollars</u> <u>nine two cents</u> (Write out price)	<u>8,149.48</u>
18	Section 602	BICYCLE SAFE GRATE (I&WD) 1 UNIT @ \$ <u>377.19</u> PER UNIT <u>three hundred seventy seven dollars</u> <u>nineteen cent</u> (Write out price)	<u>377.19</u>
19	Section 602	INLET, TYPE "B" 1 UNIT @ \$ <u>5248.82</u> PER UNIT <u>five thousand two hundred forty eight dollars</u> <u>eighty two cents</u> (Write out price)	<u>5248.82</u>
20	Section 602	CONNECTION TO EXISTING INLET 1 UNIT @ \$ <u>.01</u> PER UNIT <u>one cent</u> (Write out price)	<u>.01</u>
21	Section 601	12" REINFORCED CONCRETE PIPE, CLASS V 55 LF @ \$ <u>109.62</u> PER LF <u>one hundred nine dollars</u> <u>sixty two</u> (Write out price)	<u>6,029.10</u>
22	Section 606	REMOVE & REPLACE CONCRETE SIDEWALK, 4" THICK 341 SY @ \$ <u>134.20</u> PER SY <u>one hundred thirty four dollars</u> <u>twenty cents</u> (Write out price)	<u>45,962.20</u>
23	Section 606	CONCRETE SIDEWALK, 4" THICK 8 SY @ \$ <u>134.20</u> PER SY <u>one hundred thirty four dollars</u> <u>twenty cents</u> (Write out price)	<u>1,073.60</u>



NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

24 Section 401 SEALING OF CRACKS IN HOT MIX ASPHALT  
 200 LF @ \$ 2.57 PER LF 514.00  
*two dollars*  
*fifty seven cents*  
 (Write out price)

25 Section 606 DETECTABLE WARNING SURFACE  
 18 SY @ \$ 138.00 PER SY 2,484.00  
*one hundred thirty eight dollar*  
*zero cents*  
 (Write out price)

26 Section 607 CONCRETE CURB  
 512 LF @ \$ 62.36 PER LF 31,928.32  
*Sixty two dollars*  
*thirty six cents*  
 (Write out price)

27 Section 610 REMOVAL OF RPM  
 70 UNITS @ \$ .01 PER UNIT .70  
*one cent*  
 (Write out price)

28 Section 610 RPM, BI-DIRECTIONAL, AMBER LENS  
 71 UNITS @ \$ 57.75 PER UNIT 4,100.25  
*fifty seven dollars*  
*seventy five cents*  
 (Write out price)

29 Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 4"  
 WIDE  
 9,956 LF @ \$ .63 PER LF 6,272.28  
*sixty three cents*  
 (Write out price)

30 Section 610 TRAFFIC STRIPES, THERMOPLASTIC, YELLOW,  
 4" WIDE, DOUBLE  
 4,728 LF @ \$ 1.26 PER LF 5,957.28  
*one dollar*  
*twenty six cents*  
 (Write out price)

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

31	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 8" WIDE 1,090 LF @ \$ <u>1.37</u> PER LF	<u>1,493.30</u>
		<u>one dollar</u> <u>thirty seven cents</u> (Write out price)	
32	Section 610	TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 24" WIDE 918 LF @ \$ <u>4.10</u> PER LF	<u>3,763.80</u>
		<u>four dollars</u> <u>ten cents</u> (Write out price)	
33	Section 610	Traffic Markings, Thermoplastic, White 31 UNITS @ \$ <u>367.50</u> PER UNIT	<u>11,392.50</u>
		<u>three hundred sixty seven dollars</u> <u>fifty cents</u> (Write out price)	
34	Section 612	RESET/RELOCATE TRAFFIC SIGN 7 UNITS @ \$ <u>183.75</u> PER UNIT	<u>1,286.25</u>
		<u>one hundred eighty three dollars</u> <u>seventy five cents</u> (Write out price)	
35	Section 612	TRAFFIC SIGN, W11-1(MOD), 30" X 30" 4 UNITS @ \$ <u>210.00</u> PER UNIT	<u>840.00</u>
		<u>two hundred ten dollars</u> <u>zero cents</u> (Write out price)	
36	Section 612	TRAFFIC SIGN, W11-2, 24" X 24" 6 UNITS @ \$ <u>173.25</u> PER UNIT	<u>1,039.50</u>
		<u>one hundred seventy three dollars</u> <u>twenty five cents</u> (Write out price)	
37	Section 612	TRAFFIC SIGN, W11-15, 24" X 24" 1 UNIT @ \$ <u>173.25</u> PER UNIT	<u>173.25</u>
		<u>one hundred seventy three dollars</u> <u>twenty five cents</u> (Write out price)	

38	Section 612	TRAFFIC SIGN, W11-15P, 24" X 18" 1 UNIT @ \$ <u>36.75</u> PER UNIT <u>Thirty six dollars</u> <u>Seventy five cents</u> (Write out price)	<u>36.75</u>
39	Section 612	TRAFFIC SIGN, W16-1P, 30" X 24" 1 UNIT @ \$ <u>183.75</u> PER UNIT <u>one hundred eighty three dollars</u> <u>Seventy five cents</u> (Write out price)	<u>183.75</u>
40	Section 612	TRAFFIC SIGN, W16-9P, 24" X 12" 6 UNITS @ \$ <u>31.50</u> PER UNIT <u>Thirty one dollar</u> <u>fifty cents</u> (Write out price)	<u>189.00</u>
41	Section 612	TRAFFIC SIGN, R3-17, 24" X 18" 7 UNITS @ \$ <u>141.75</u> PER UNIT <u>one hundred forty one dollar</u> <u>Seventy five cents</u> (Write out price)	<u>992.25</u>
42	Section 651	RESET VALVE BOX (I&W) 1 UNIT @ \$ <u>17.25</u> PER UNIT <u>Seventeen dollar</u> <u>Twenty five cents</u> (Write out price)	<u>17.25</u>
43	Section 602	RESET CASTING, MANHOLE, USING EXISTING CASTING (I&W) 1 UNIT @ \$ <u>1,037.02</u> PER UNIT <u>one thousand thirty seven dollar</u> <u>two cents</u> (Write out price)	<u>1037.02</u>
44	Section 802	TRIMMING EXISTING TREE, OVER 6" TO 12" DIAMETER 9 UNITS @ \$ <u>105.00</u> PER UNIT <u>one hundred five dollar</u> (Write out price)	<u>945.00</u>

N.JDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

45 Section 802 TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER  
 76 UNITS @ \$ 210.00 PER UNIT 15,960.00  
 two hundred ten dollars

(Write out price)

46 Section 802 TRIMMING EXISTING TREE, OVER 18" TO 24" DIAMETER  
 5 UNITS @ \$ 315.00 PER UNIT 1,575.00  
 three hundred fifteen dollars

(Write out price)

47 Section 802 TRIMMING EXISTING TREE, OVER 24" TO 30" DIAMETER  
 5 UNITS @ \$ 525.00 PER UNIT 2,625.00  
 five hundred twenty five dollars

(Write out price)

48 Section 802 TREE REMOVAL, OVER 6" TO 12" DIAMETER  
 6 UNITS @ \$ 525.00 PER UNIT 3,150.00  
 three hundred twenty five dollars

(Write out price)

49 Section 802 TREE REMOVAL, OVER 12" TO 18" DIAMETER  
 8 UNITS @ \$ 1,050.00 PER UNIT 8,400.00  
 one thousand fifty dollars

(Write out price)

50 Section 802 TREE REMOVAL, OVER 18" TO 24" DIAMETER  
 6 UNITS @ \$ 1,942.51 PER UNIT 11,655.06  
 one thousand nine hundred forty two dollars  
 fifty one cent

(Write out price)

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

51 Section 802 STUMP REMOVAL  
 18 UNITS @ \$ 367.50 PER UNIT 6,615.00  
*three hundred sixty seven dollar*  
*fifty cent*  
 (Write out price)

52 Section 804 TOPSOILING, 5" THICK  
 449 SY @ \$ 24.18 PER SY 10,856.82  
*twenty four dollar*  
*eighteen cent*  
 (Write out price)

53 Section 806 FERTILIZING & SEEDING, TYPE 'GU'  
 449 SY @ \$ .46 PER SY 206.54  
*fourty six cent*  
 (Write out price)

54 Section 401 5" PAVEMENT CORES  
 5 UNITS @ \$ 264.60 PER UNIT 1,323.00  
*two hundred sixty four dollar*  
*sixty cent*  
 (Write out price)

55 Section 401 8" PAVEMENT CORES  
 5 UNITS @ \$ 294.00 PER UNIT 1,470.00  
*two hundred ninety four dollar*  
 (Write out price)

TOTAL PRICE BID (Items 1 to 55) 669,027.42  
 NJDOT Participating Road Portion

I-A Section 202 REMOVAL OF PAVEMENT  
 143 SY @ \$ .01 PER SY 1.43  
*one cent*  
 (Write out price)

2-A	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	143 SY @ \$ <u>.01</u> PER SY	<u>1.43</u>
			<u>one cent</u>	
			(Write out price)	
3-A	Section 401	MILLING, 2" DEPTH	3,707 SY @ \$ <u>3.50</u> PER SY	<u>12,974.50</u>
			<u>three dollars</u>	
			<u>fifty cents</u>	
			(Write out price)	
4-A	Section 401	HOT MIX ASPHALT 19M64, BASE COURSE, 6" THICK	52 TONS @ \$ <u>91.08</u> PER TON	<u>4,736.16</u>
			<u>ninety one dollars</u>	
			<u>eight cents</u>	
			(Write out price)	
5-A	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	462 TONS @ \$ <u>105.22</u> PER TON	<u>48,611.64</u>
			<u>one hundred five dollars</u>	
			<u>twenty two cents</u>	
			(Write out price)	
6-A	Section 610	REMOVAL OF RPM	15 UNITS @ \$ <u>.01</u> PER UNIT	<u>.15</u>
			<u>one cent</u>	
			(Write out price)	
7-A	Section 610	RPM, BI-DIRECTIONAL, AMBER LENS	15 UNITS @ \$ <u>57.75</u> PER UNIT	<u>866.25</u>
			<u>fifty seven dollars</u>	
			<u>seventy five cents</u>	
			(Write out price)	

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

8-A Section 612 TRAFFIC SIGN, W11-1(MOD), 30" X 30"  
 2 UNITS @ \$ 210.00 PER UNIT 420.00  
*two hundred ten dollars*  
 (Write out price)

9-A Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 4"  
 WIDE  
 1,638 LF @ \$ .63 PER LF 1,031.94  
*sixty three cents*  
 (Write out price)

10-A Section 610 TRAFFIC STRIPES, THERMOPLASTIC, YELLOW.  
 4" WIDE, DOUBLE  
 822 LF @ \$ 1.26 PER LF 1,035.72  
*one dollar twenty six cents*  
 (Write out price)

11-A Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE. 24"  
 WIDE  
 11 LF @ \$ 4.10 PER LF 45.10  
*four dollars ten cents*  
 (Write out price)

12-A Section 610 Traffic Markings, Thermoplastic, White  
 5 UNITS @ \$ 367.50 PER UNIT 1,837.50  
*three hundred sixty seven dollars fifty cents*  
 (Write out price)

TOTAL PRICE BID (Items 1-A to 12-A)  
 NJDOT Non-Participating Road Portion 71,561.82

TOTAL PRICE BID 740,589.24  
 (Items 1 to 55 and 1-A to 12-A)

If a Corporation,

Name of Contractor Top Line Construction, Corp.

Signature of Bidder 

Name Title  
TOP LINE CONSTRUCTION CORP.

Business Address 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, Treasurer  
(Name) (Title)

Dated: 8/1/23

(Affix Corporation Seal Here)

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

Name of Company Top Line Construction, Corp.

Signature of Bidder   
(Name) (Title)

**Steve Castela, President**

Names and Addresses of Members of Company

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

Mark Castela, Secretary, 1016 Crim Rd., Bridgewater, NJ 08807



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

TOWNSHIP OF WEST WINDSOR

N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

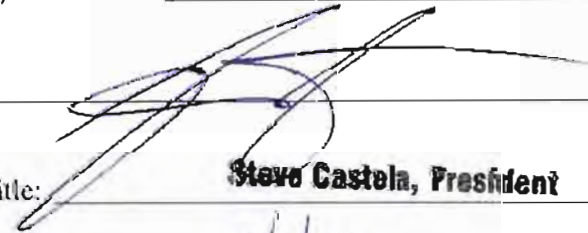
Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted Bid takes into account the provisions of the 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			
	<i>None</i>			

Acknowledged by Bidder

Name of Bidder: Top Line Construction, Corp.

By Authorized Representative: \_\_\_\_\_

Signature: 

Print Name and Title: Steve Castela, President

Date: 8/1/23

*See Attached*

**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

**N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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

\_\_\_\_\_  
Attorney-in-Fact

**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.

**LIST OF SUBCONTRACTORS**

TITLE OF BID: NJDOT FY2021 Municipal Aid Grant, Rdway Imp. to Rabbit Hill Rd.

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 \_\_\_\_\_

**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 Castela, President 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 Castela, President**

(Type or Print Name of Affiant)

Subscribed and Sworn before me this

1<sup>ST</sup> Day of August, 2023

Notary Public  
My Commission

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

**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 Crim Rd., Bridgewater, NJ 08807  
 Secretary: Mark Castela, Secretary  
 Treasurer: Steve Castela

**CONTRACTOR'S EXPERIENCE**

- How many years has your organization been in business as a general contractor under your present business name? 32 yrs.
- How many years' experience in this type of construction work has your organization had? 32 yrs.
- 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>	<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.	_____	_____

N.J.DOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

If so, where and why? NA

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? NA

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

If so, where and why?

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>	<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.

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.

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 \_\_\_\_\_.

\_\_\_\_\_  
INSURANCE COMPANY  
(Name)

By \_\_\_\_\_  
(Name)  
**Attorney in Fact**



NON-COLLUSION AFFIDAVIT

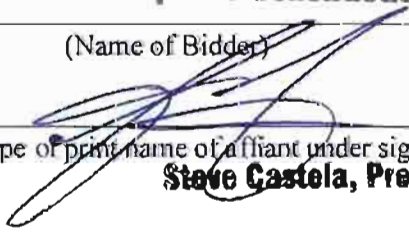
STATE OF NJ :

COUNTY OF Somerset :

I, Steve Castela, President of the (City, Town, Township, Borough, etc.)  
of Somerille 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 West Windsor Twp. 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 of print name of affiant under signature)  
Steve Castela, President

Subscribed and sworn to before me this  
1<sup>st</sup> day of August, 2023

Notary Public of NJ  


My commission expires \_\_\_\_\_



**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.  
22 FIFTH STREET  
Organization 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.)**

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

Name of Individual or Business Entity	Address
<b>Steve Castela, President</b>	190 Stanton Rd, Lebanon, NJ 08833
<b>Mark Castela, Secretary</b>	1016 Corn 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**

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.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address
	N/A
	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):	<b>Steve Castela, President</b>	Title:	
Signature:		Date:	8/1/23

(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

**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;

**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

**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.

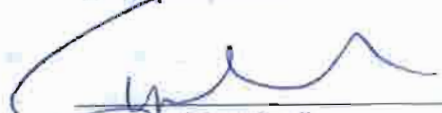
After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the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

Signed, sealed and delivered  
in the presence of

  
(Notarized)

8/1/23  
**CYNTHIA WHITESELL**  
Notary Public, State of New Jersey  
Commission # 2353998  
My Commission Expires 12/28/2026



**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 **N.J.D.O.T. FY 2021 Municipal Aid Grant for Roadway Improvements to Rabbit Hill Road**. Performance by the Contractor is to be completed not later than **120 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

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

material or services furnished and delivered under this Agreement by the Contractor, or by and on account 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

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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.

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;

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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.

- 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

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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, 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

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trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

(iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, 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.

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- (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).

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 *Three Hundred Dollars (\$300.00) 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.

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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.

- 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



**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 1<sup>ST</sup> 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

### 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.**

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

This PREVAILING WAGE AFFIDAVIT is signed this 1<sup>ST</sup> day of

August, 2023

as a binding act in deed of

**Top Line Construction, Corp.**  
 Name of Organization

  
 Authorized Signature & Title

**Steve Castala, President**  
 Print Authorized Signature Name & Title

**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.

N.JDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

**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.

N.J.DOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

**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



NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the 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)

**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)

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)

**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  
remit, 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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

IN WTTNESS 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: \_\_\_\_\_  
(SECRETARY, PRESIDENT OR VICE PRESIDENT) (SEAL)

(CORPORATE SEAL)

**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>Top Line Construction, Corp.</u>	<input type="checkbox"/>	<u>0573860</u>
(Subcontractor)	<u>N/A</u>	<input type="checkbox"/>	<u></u>
(Subcontractor)	<u></u>	<input type="checkbox"/>	<u></u>
(Subcontractor)	<u></u>	<input type="checkbox"/>	<u></u>
(Subcontractor)	<u></u>	<input type="checkbox"/>	<u></u>

Subscribed and sworn

Before me this 15<sup>th</sup> day  
Of August 2023

[Signature]  
Notary Public of NJ

[Signature]  
Signature  
**Steve Castola, President**

Name and Title  
(type or print)

My Commission Expires \_\_\_\_\_

**CYNTHIA WHITESELL**  
Notary Public, State of New Jersey  
Commission # 2383938  
My Commission Expires 12/29/2026

**\*\* 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.**

**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.

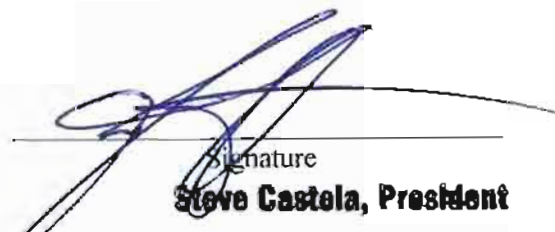
	Name	Not Registered	Registration Number
Bidder	<b>Top Line Construction, Corp.</b>		614638
(Subcontractor)	N/A		
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 15<sup>th</sup> day  
of August 2023



Notary Public of NJ



Signature  
**Steve Castola, President**

Name and Title  
(type or print)

My Commission Expires



## 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](http://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.)*



**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.




**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.*

<p><b>Full Name (Print)</b></p>	<p><b>Steve Castela, President</b></p>	<p><b>Title</b></p>	
<p><b>Signature</b></p>		<p><b>Date</b></p>	<p>8/1/23</p>

**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 Castata, President**

Signed, sealed and delivered  
in the presence of \_\_\_\_\_

**CYNTHIA M. WHITESELL**  
Notary Public, State of New Jersey  
Commission # 2363996  
My Commission Expires 12/29/2026

<b>BID DOCUMENT REQUIREMENT</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
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.


**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)	TD4M8
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):	<b>Steve Castela, President</b>	Title:	
Signature:		Date:	8/1/23

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
<b>Section A (Check the Box that applies)</b>	
<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.
<b>Name of Individual or Organization</b>	
<b>Physical Address</b>	
<b>OR</b>	
<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.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<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.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	N/A
<b>Physical Address</b>	
<b>OR</b>	

<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):	<b>Steve Castela, President</b>	Title:	
Signature:		Date:	8/1/23

**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 <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
--------------------------	--

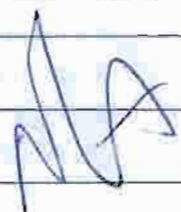
Name of Business Entity	Physical Address

**\*\*Add additional sheets if necessary\*\***

<b>OR</b>	
<input checked="" type="checkbox"/>	The <b>Organization listed above in Part I</b> 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 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):	<b>Steve Castela, President</b>	Title:	
Signature:		Date:	8/1/23



NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

**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, 31st day of July, 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

**N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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

BY: Laura Renne  
Witness  
Laura Renne

Top Line Construction Corp  
Principal

[Signature]  
**Steve Castela, President**  
Great American Insurance Company  
Surety

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

## Answer

1.  $\frac{1}{2}$   
2.  $\frac{1}{3}$   
3.  $\frac{1}{4}$

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 <sup>Ohio</sup> ~~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) N.J.D.O.T FY2021 Municipal Aid Grant for Roadway Improvements to Rabbit Hill Road is awarded to (Bidder) Top Line Construction Corp.

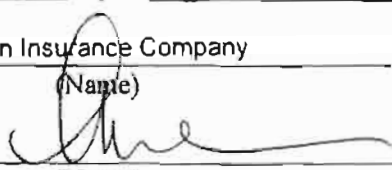
the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the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

Signed, sealed and dated this 31st day of July, 20 23.

Great American Insurance Company INSURANCE COMPANY

(Name)

By



Lisa Nosal, Atty-In-Fact (Name)

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



*Atty L C B*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*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 31st day of July 2023



*Atty 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	\$ 5,398,173,107
Stocks	1,291,825,478	Reserve for underwriting expenses	394,985,321
Mortgage loans on real estate	747,159,419	Reserve for unearned premiums	1,852,967,836
Real estate (net of encumbrances)	2,157,159	Ceded reinsurance premiums payable	196,030,385
Cash and short-term investments	281,542,115	Funds held under reinsurance treaties	765,519,543
Other invested assets	2,065,262,544	Provision for reinsurance	49,361,400
Receivable for securities	909,872	Retroactive reinsurance ceded	(68,612,054)
Investment income due and accrued	47,500,889	Other liabilities	184,945,527
Agents' and premium liabilities	796,039,514	Total liabilities	8,771,360,149
Reinsurance recoverable on loss payments	100,244,314		
Federal income taxes	18,043,725	Capital stock	\$ 15,440,680
Net deferred tax asset	61,034,209	Paid in surplus	895,823,901
Receivable from affiliates	12,299,832	Special surplus funds	58,365,100
Receivable from Federal Crop Insurance Corporation	644,298,925	Unassigned funds	2,190,373,926
Company owned life insurance	202,710,992	Policyholders surplus	3,160,003,527
Funds held as collateral	57,086,887		
Funded deductibles	25,791,907		
Other admitted assets	42,364,009		
<b>Total</b>	<b>\$ 11,931,369,672</b>	<b>Total</b>	<b>\$ 11,931,369,672</b>

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 (96 Stat. 1047 as amended; 31 U.S.C. 9304-9306), 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 28th 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	\$ 3,180,003.527

(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 \$ 16% of bid amount not to exceed \$20,000.00 (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>
------------------	----------------	---------------

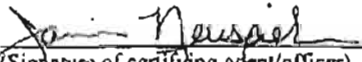
and:

(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: July 31, 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 TRANSACT 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 Contamination
- 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

Top Line Construction Corp.  
**2022**

Handwritten signature of Robert Asaro-Angelo.

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. 08655

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.

*Michael J. King*  
Acting Director, Division of Taxation

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

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%







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:

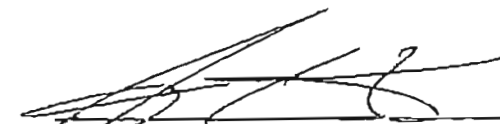
*Steve Castela, President, Treasurer*

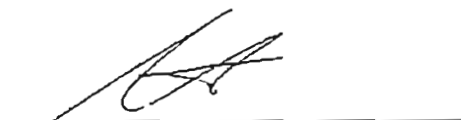
*Mark Castela, Vice President, Secretary*

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
<b>BACKHOES</b>			
B12	CAT	420EIT	2007
B13	John Deere	410J	2012
B14	CAT	420FIT	2013
B15	John Deere	410K	2015
B16	CAT	420FIT	2016
B17	Case	S80SN Loader	2016
B18	CAT	420F2 IT Loader	2018
B19	Case	S80SN Loader	2018
B20	Caterpillar	420XEIT	2020
B21	John Deere	410L	2021
B22	Case	S80SN Loader	2023
<b>DOZERS</b>			
D1	CAT	D4GXL	2003
<b>EXCAVATORS</b>			
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
<b>ROLLERS</b>			
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	HD141VV	2017
R14	Wacker	RD12A	2018
R15	CAT	CB-64B	2015
R16	Hamm	HD12VV	2018
R17	CAT	CB10	2021
R18	Wacker	RTLX-SC3	2021
<b>LOADERS</b>			
L1	CAT	950	1995
L2	CAT	928 G	2005
<b>MILLERS</b>			
M4	Wirtgen	W250	2012
M5	Wirtgen	W210i	2015
M6	Wirtgen	W250	2019
M7	Wirtgen	W250Fi	2021
<b>PAVERS</b>			
P4	Caterpillar	AP1055F	2017
P5	Caterpillar	AP655D	2015
P6	Caterpillar	AP1055F	2021
<b>SKIDSTEERS</b>			
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 Parsippany-Troy Hills Township	\$2,801,580.11 \$1,273,194.03	George Stavrou Paul Niehoff	Port Newark Container Terminal Parsippany -Troy Hills Township	(973) 522-4731 (973) 263-7266
Mt. Hope Avenue Route 57, from Route 22 to Route 31 Contract #00143720	Morris County New Jersey Department of Transportation	\$1,366,084.67 \$8,386,038.00	Thomas Stankard Gary Wanga	Morris County Van Cleef Engineering	(973) 285-6323 (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 Order	Original Estimated Contract Cost of Change Order	Total Billed to Date (Net Retainage)	Total Costs (Direct to Job)	Total Revert Estimated Cost to Complete	Estimated Completion Date		
<b>Bonded Contracts on Hand</b>									
Chatham Borough	Woodland Road Preservation Project	\$290,075.14	\$242,560.83	\$0.00	\$0.00	\$242,560.83	4/30/2023		
Cherter Borough	Main Street, Grove Street & Budd Ave	\$347,016.31	\$283,026.60	\$0.00	\$0.00	\$283,026.60	6/31/2023		
Franklin Township (Hunterdon Cty)	Oak Grove Road Imp - Ph 1 & 2	\$469,588.23	\$393,026.93	\$0.00	\$0.00	\$393,026.93	5/31/2023		
Hopewell Township	2022 Road Maintenance Program	\$2,135,275.17	\$1,741,369.99	\$1,956,033.00	\$1,535,094.70	\$142,808.46	4/30/2023		
Lebanon Borough	Main Street Section 1 & 2 Phase 1 Im	\$186,805.61	\$148,708.38	\$0.00	\$0.00	\$145,708.38	4/30/2023		
Long Hill Township	Main Ave Streetscape/Center Ave Re	\$1,126,435.98	\$877,268.03	\$787,877.00	\$593,113.81	\$764,075.69	3/31/2023		
Mendham Borough	Florie Farm Road Improvements	\$346,679.66	\$266,054.10	\$90,614.26	\$62,086.47	\$190,174.00	5/21/2023		
North Plainfield	2022 Capital Rd Improvements - Vok	\$957,301.29	\$740,200.55	\$803,889.89	\$688,034.17	\$125,046.59	4/30/2023		
Pennington Borough	West Franklin Avenue Reconstruction	\$845,930.39	\$554,268.27	\$0.00	\$0.00	\$554,268.27	6/30/2023		
Plainfield City of	West End & Grant Avenue Improvme	\$1,074,366.01	\$880,999.53	\$0.00	\$0.00	\$880,999.53	6/30/2023		
Raritan Borough	Imp to Mainhan Ave, Helms Pt & Cen	\$533,655.48	\$445,802.33	\$201,904.61	\$169,817.02	\$251,487.17	5/31/2023		
Warren Township	King George Road Improvement Proj	\$234,845.44	\$192,573.26	\$40,868.00	\$37,861.81	\$151,456.40	4/30/2023		
<b>Unbonded Contracts on Hand</b>									
EUC Corp of New Jersey	DCH Brunswick Toyota	\$40,000.00	\$29,600.00	\$0.00	\$0.00	\$29,600.00	4/30/2023		
EUC Corp of New Jersey	Madison County College, North Hall	\$73,104.40	\$57,021.43	\$14,208.00	\$11,195.90	\$46,410.36	4/30/2023		
Fai-Gon Electric, Inc.	East Front Street Improvements	\$380,631.84	\$284,899.15	\$0.00	\$0.00	\$284,899.15	5/31/2023		
Fai-Gon Electric, Inc.	Modifications Int. Railway Ave & Hom	\$189,491.51	\$153,341.38	\$0.00	\$0.00	\$153,341.38	8/30/2023		
Kyle Cornt Construction LLC	Harrison St. Bridge over Robinson's E	\$46,626.80	\$34,662.32	\$0.00	\$0.00	\$34,662.32	4/30/2023		
Pellico Incorporated	Arsenal Trade Center	\$4,044,590.29	\$3,377,232.86	\$304,381.98	\$290,390.41	\$3,123,073.91	0/30/2023		
Rencor, Inc.	Duck Farm Bridge	\$120,867.17	\$98,684.39	\$0.00	\$0.00	\$98,684.39	7/1/2023		
Sanitary Construction	B.P.s Whole Bilk Club & Gas Station	\$559,561.35	\$447,758.81	\$0.00	\$0.00	\$447,758.81	3/31/2023		
Sanitary Construction Company, Inc.	Valenti School	\$706,729.00	\$551,248.62	\$265,902.89	\$218,120.14	\$343,844.37	8/31/2023		
Tomsco Construction, Inc.	Hoboken NY Resiliency Park	\$312,249.50	\$239,607.62	\$221,786.83	\$153,866.36	\$69,473.18	5/31/2023		
<b>TOTALS</b>		<b>\$14,812,893.94</b>	<b>\$12,074,622.29</b>	<b>\$4,687,153.26</b>	<b>\$1,751,076.90</b>	<b>\$8,281,315.62</b>			

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
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Bonded Uncompleted Contracts \$4,469,951.66

Unbonded Uncompleted Contracts \$5,654,689.12

Total Uncompleted All Contracts \$10,125,740.68

Signed: \_\_\_\_\_  
Name: Steven Castella  
Title: President

22 Fifth Street  
Somerville, NJ 08876



# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Top Line Construction Corp.**

2 Business name/disregarded entity name, if different from above

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

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.

Other (see Instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*Applies to accounts maintained outside the U.S.*

5 Address (number, street, and apt. or suite no.) See Instructions.  
**22 Fifth Street**

6 City, state, and ZIP code  
**Somerville, NJ 08876**

7 List account number(s) here (optional)

Requester's name and address (optional)

## 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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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](http://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.



**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. PROHIBITED RUSSIA-BELARUS ACTIVITIES & IRAN INVESTMENT ACTIVITIES CERTIFICATION
23. AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE
24. CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

**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	JV
X	A statement of corporate ownership, pursuant to N.J.S.A., 52:25-24.2	JV
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	JV
X	A Bid deposit as required by N.J.S.A., 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	JV
X	A Consent of Surety, pursuant to N.J.S.A., 40A:11-22	JV

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

**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	JV
X	Public Works Registration Act Certificate as required by N.J.S.A. 34:11-56.48	JV
X	Disclosure of Investment Activities in Iran as required by N.J.S.A. 52:32-57	JV
X	Federal Non-Debarment Certification as required by N.J.S.A. 52:32-44.1	JV
X	Prohibited Russia-Belarus Activities & Iran Investment Activities Certification	JV



NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

Name of Bidder: Black Rock Enterprises, LLC

By Authorized Representative: \_\_\_\_\_

Signature: Jacqueline Vale

Print Name and Title: Jacqueline Vale Managing Member

Date Signed: 8/1/23

**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

**N.J.D.O.T. FY 2021 Municipal Aid Grant for Roadway Improvements to Rabbit Hill Road**

This Bid will not be accepted after 2:30 pm prevailing time on August 1, 2023 at which time all Bids will be publicly opened and read.

Black Rock Enterprises, LLC

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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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."

**BID SCHEDULE**

<u>ITEM #</u>	<u>SPEC. REFER. FOR PAYMENT</u>	<u>BRIEF DESCRIPTION OF ITEM &amp; PRICE IN WORDS AND FIGURES</u>	<u>EXTENSION</u>
1	Section 158	SILT FENCE 200 LF @ \$ <u>5.00</u> PER LF <u>Five dollars</u>  (Write out price)	<u>1,000.00</u>
2	Section 158	INLET FILTER, TYPE 1 152 SF @ \$ <u>3.00</u> PER SF <u>three dollars</u>  (Write out price)	<u>456.00</u>
3	Section 01604	DRUM 30 UNITS @ \$ <u>1.00</u> PER UNIT <u>one dollar</u>  (Write out price)	<u>30.00</u>

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

4	Section 01604	TRAFFIC CONE 20 UNITS @ \$ <u>1.00</u> PER UNIT <u>One dollar</u>	<u>20.00</u>
		(Write out price)	
5	Section 01604	CONSTRUCTION SIGNS 392 SF @ \$ <u>15.00</u> PER SF <u>Fifteen dollars</u>	<u>5,880.00</u>
		(Write out price)	
6	Section 01604 Special Condition 1	UNIFORM TRAFFIC CONTROL DIRECTORS 259 HOURS @ \$ 135 PER HOUR ONE HUNDRED THIRTY-FIVE DOLLARS	\$34,965.00
		(Write out price)	
7	Section 160	ASPHALT PRICE INDEX ADJUSTMENT \$1 DOLLAR @ \$10,000.00 TEN THOUSAND DOLLARS	\$10,000.00
		(Write out price)	
8	Section 160	FUEL PRICE ADJUSTMENT \$1 DOLLAR @ \$10,000.00 TEN THOUSAND DOLLARS	\$10,000.00
		(Write out price)	
9	Section 202	REMOVAL OF PAVEMENT 801 SY @ \$ <u>10.00</u> PER SY <u>Ten dollars</u>	<u>8010.00</u>
		(Write out price)	
10	Section 301	I-13, SOIL AGGREGATE, SUB-BASE (IWD) 100 TON @ \$ <u>1.00</u> PER TON <u>One dollar</u>	<u>100.00</u>
		(Write out price)	

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

11	Section 302	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK 801 SY @ \$ <u>10.00</u> PER SY	<u>8010.00</u>
		<u>Ten dollars</u> (Write out price)	
12	Section 401	MILLING, 2" DEPTH 20,773 SY @ \$ <u>3.75</u> PER SY	<u>77898.75</u>
		<u>Three dollars Seventy five cents</u> (Write out price)	
13	Section 401	HOT MIX ASPHALT 19M64, BASE COURSE, 6" THICK 287 TONS @ \$ <u>100.00</u> PER TON	<u>28,700.00</u>
		<u>One hundred dollars</u> (Write out price)	
14	Section 401	HOT MIX ASPHALT 9.5M64, LEVELING COURSE (1WD) 100 TONS @ \$ <u>1.00</u> PER TON	<u>100.00</u>
		<u>One dollar</u> (Write out price)	
15	Section 401	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK 2,677 TONS @ \$ <u>95.00</u> PER TON	<u>254,315.00</u>
		<u>Ninety five dollars</u> (Write out price)	
16	Section 602	RESET CASTING, INLET, USING EXISTING CASTING (I&WD) 1 UNIT @ \$ <u>300.00</u> PER UNIT	<u>300.00</u>
		<u>Three hundred dollars</u> (Write out price)	

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

17	Section 602	CURB PIECE 19 UNITS @ \$ <u>350.00</u> PER UNIT <u>Three hundred fifty dollars</u> (Write out price)	<u>6650.00</u>
18	Section 602	BICYCLE SAFE GRATE (I&WD) 1 UNIT @ \$ <u>350.00</u> PER UNIT <u>Three hundred fifty dollars</u> (Write out price)	<u>350.00</u>
19	Section 602	INLET, TYPE "B" 1 UNIT @ \$ <u>5,000.00</u> PER UNIT <u>Five thousand dollars</u> (Write out price)	<u>5,000.00</u>
20	Section 602	CONNECTION TO EXISTING INLET 1 UNIT @ \$ <u>1,500.00</u> PER UNIT <u>One thousand five hundred dollars</u> (Write out price)	<u>1,500.00</u>
21	Section 601	12" REINFORCED CONCRETE PIPE, CLASS V 55 LF @ \$ <u>125.00</u> PER LF <u>One hundred twenty five dollars</u> (Write out price)	<u>6875.00</u>
22	Section 606	REMOVE & REPLACE CONCRETE SIDEWALK, 4" THICK 341 SY @ \$ <u>100.00</u> PER SY <u>One hundred dollars</u> (Write out price)	<u>34,100.00</u>
23	Section 606	CONCRETE SIDEWALK, 4" THICK 8 SY @ \$ <u>100.00</u> PER SY <u>One hundred dollars</u> (Write out price)	<u>800.00</u>

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

24 Section 401 SEALING OF CRACKS IN HOT MIX ASPHALT  
 200 LF @ \$ 1.00 PER LF 200.00

One dollar

(Write out price)

25 Section 606 DETECTABLE WARNING SURFACE  
 18 SY @ \$ 675.00 PER SY 12,150.00

Six Hundred Seventy Five dollars

(Write out price)

26 Section 607 CONCRETE CURB  
 512 LF @ \$ 40.00 PER LF 20,480.00

Forty dollars

(Write out price)

27 Section 610 REMOVAL OF RPM  
 70 UNITS @ \$ 5.00 PER UNIT 350.00

Five dollars

(Write out price)

e

28 Section 610 RPM, BI-DIRECTIONAL AMBER LENS  
 71 UNITS @ \$ 60.50 PER UNIT 4,295.50

Sixty dollars and fifty cents

(Write out price)

29 Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 4"  
 WIDE  
 9,956 LF @ \$ 0.66 PER LF 6,570.96

Sixty Six Cents

(Write out price)

30 Section 610 TRAFFIC STRIPES, THERMOPLASTIC, YELLOW,  
 4" WIDE, DOUBLE  
 4,728 LF @ \$ 1.32 PER LF 6,240.96

One dollar thirty two cents

(Write out price)

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

- 31 Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 8" WIDE  
 1,090 LF @ \$ 1.43 PER LF 1558.70  
One dollar forty three cents  
 (Write out price)
- 32 Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 24" WIDE  
 918 LF @ \$ 4.29 PER LF 3938.22  
Four dollars twenty nine cents  
 (Write out price)
- 33 Section 610 Traffic Markings, Thermoplastic, White  
 31 UNITS @ \$ 385.00 PER UNIT 11935.00  
Three thousand Eighty five dollars  
 (Write out price)
- 34 Section 612 RESET/RELOCATE TRAFFIC SIGN  
 7 UNITS @ \$ 165.00 PER UNIT 1155.00  
One thousand Sixty five dollars  
 (Write out price)
- 35 Section 612 TRAFFIC SIGN, W11-1(MOD), 30" X 30"  
 4 UNITS @ \$ 291.50 PER UNIT 1166.00  
Two thousand ninety one dollars fifty cents  
 (Write out price)
- 36 Section 612 TRAFFIC SIGN, W11-2, 24" X 24"  
 6 UNITS @ \$ 247.50 PER UNIT 1485.00  
Two thousand forty seven dollars and fifty cents  
 (Write out price)
- 37 Section 612 TRAFFIC SIGN, W11-15, 24" X 24"  
 1 UNIT @ \$ 247.50 PER UNIT 247.50  
two thousand forty seven dollars and fifty cents  
 (Write out price)



NJDOT FY2021 MUNICIPAL AID GRANT. ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

38	Section 612	TRAFFIC SIGN, W11-15P, 24" X 18" 1 UNIT @ \$ <u>242.00</u> PER UNIT <u>two hundred forty two dollars</u> (Write out price)	<u>242.00</u>
39	Section 612	TRAFFIC SIGN, W16-1P, 30" X 24" 1 UNIT @ \$ <u>258.50</u> PER UNIT <u>two hundred fifty eight dollars and fifty cents</u> (Write out price)	<u>258.50</u>
40	Section 612	TRAFFIC SIGN, W16-9P, 24" X 12" 6 UNITS @ \$ <u>71.50</u> PER UNIT <u>Seventy one dollars fifty cents</u> (Write out price)	<u>429.00</u>
41	Section 612	TRAFFIC SIGN, R3-17, 24" X 18" 7 UNITS @ \$ <u>236.50</u> PER UNIT <u>two hundred thirty six dollars fifty cents</u> (Write out price)	<u>1655.50</u>
42	Section 651	RESET VALVE BOX (I&W) 1 UNIT @ \$ <u>50.00</u> PER UNIT <u>fifty dollars</u> (Write out price)	<u>50.00</u>
43	Section 602	RESET CASTING, MANHOLE, USING EXISTING CASTING (I&W) 1 UNIT @ \$ <u>300.00</u> PER UNIT <u>Three hundred dollars</u> (Write out price)	<u>300.00</u>
44	Section 802	TRIMMING EXISTING TREE, OVER 6" TO 12" DIAMETER 9 UNITS @ \$ <u>500.00</u> PER UNIT <u>Five hundred dollars</u> (Write out price)	<u>4,500.00</u>

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

45	Section 802	TRIMMING EXISTING TREE, OVER 12" TO 18" DIAMETER 76 UNITS @ \$ <u>800.00</u> PER UNIT	<u>60,800.00</u>
			<u>Eight Hundred dollars</u> (Write out price)
46	Section 802	TRIMMING EXISTING TREE, OVER 18" TO 24" DIAMETER 5 UNITS @ \$ <u>800.00</u> PER UNIT	<u>4,000.00</u>
			<u>Eight Hundred dollars</u> (Write out price)
47	Section 802	TRIMMING EXISTING TREE, OVER 24" TO 30" DIAMETER 5 UNITS @ \$ <u>1,500.00</u> PER UNIT	<u>7,500.00</u>
			<u>One thousand Five Hundred dollars</u> (Write out price)
48	Section 802	TREE REMOVAL, OVER 6" TO 12" DIAMETER 6 UNITS @ \$ <u>1,000.00</u> PER UNIT	<u>6,000.00</u>
			<u>One thousand dollars</u> (Write out price)
49	Section 802	TREE REMOVAL, OVER 12" TO 18" DIAMETER 8 UNITS @ \$ <u>1,800.00</u> PER UNIT	<u>14,400.00</u>
			<u>One thousand Eight Hundred dollars</u> (Write out price)
50	Section 802	TREE REMOVAL, OVER 18" TO 24" DIAMETER 6 UNITS @ \$ <u>2,000.00</u> PER UNIT	<u>12,000.00</u>
			<u>Two thousand dollars</u> (Write out price)

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

51 Section 802 STUMP REMOVAL  
 18 UNITS @ \$ 500.00 PER UNIT 9,000.00  
Five Hundred dollars  
 (Write out price)

52 Section 804 TOPSOILING, 5" THICK  
 449 SY @ \$ 5.00 PER SY 2,245.00  
Five dollars  
 (Write out price)

53 Section 806 FERTILIZING & SEEDING, TYPE 'GU'  
 449 SY @ \$ 2.00 PER SY 898.00  
Two dollars  
 (Write out price)

54 Section 401 5" PAVEMENT CORES  
 5 UNITS @ \$ 200.00 PER UNIT 1,000.00  
two Hundred dollars  
 (Write out price)

55 Section 401 8" PAVEMENT CORES  
 5 UNITS @ \$ 200.00 PER UNIT 1,000.00  
two Hundred dollars  
 (Write out price)

TOTAL PRICE BID (Items 1 to 55)  
 NJDOT Participating Road Portion

693,110.59

1-A Section 202 REMOVAL OF PAVEMENT  
 143 SY @ \$ 10.00 PER SY 1,430.00  
Ten dollars  
 (Write out price)

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

2-A Section 302 DENSE GRADED AGGREGATE BASE COURSE,  
6" THICK  
143 SY @ \$ 12.00 PER SY 1,716.00  
twelve dollars  
(Write out price)

3-A Section 401 MILLING, 2" DEPTH  
3,707 SY @ \$ 5.00 PER SY 18,535.00  
five dollars  
(Write out price)

4-A Section 401 HOT MIX ASPHALT 19M64, BASE COURSE, 6" THICK  
52 TONS @ \$ 100.00 PER TON 5,200.00  
one hundred dollars  
(Write out price)

5-A Section 401 HOT MIX ASPHALT 9.5M64, SURFACE COURSE,  
2" THICK  
462 TONS @ \$ 110.00 PER TON 50,820.00  
one hundred ten dollars  
(Write out price)

6-A Section 610 REMOVAL OF RPM  
15 UNITS @ \$ 10.00 PER UNIT 150.00  
Ten dollars  
(Write out price)

7-A Section 610 RPM, BI-DIRECTIONAL, AMBER LENS  
15 UNITS @ \$ 60.50 PER UNIT 907.50  
Sixty dollars fifty cents  
(Write out price)

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

8-A Section 612 TRAFFIC SIGN, W11-1(MOD), 30" X 30"  
 2 UNITS @ \$ 291.50 PER UNIT 583.00

Two hundred ninety one dollars fifty cents  
 (Write out price)

9-A Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 4"  
 WIDE  
 1,638 LF @ \$ 0.66 PER LF 1081.08

Sixty Six Cents  
 (Write out price)

10-A Section 610 TRAFFIC STRIPES, THERMOPLASTIC, YELLOW,  
 4" WIDE, DOUBLE  
 822 LF @ \$ 1.32 PER LF 1085.04

One dollar thirty two cents  
 (Write out price)

11-A Section 610 TRAFFIC STRIPES, THERMOPLASTIC, WHITE, 24"  
 WIDE  
 11 LF @ \$ 4.29 PER LF 47.19

Four dollars twenty nine cents  
 (Write out price)

12-A Section 610 Traffic Markings, Thermoplastic, White  
 5 UNITS @ \$ 385.00 PER UNIT 1925.00

Three hundred eighty five dollars  
 (Write out price)

TOTAL PRICE BID (Items 1-A to 12-A)  
 NJDOT Non-Participating Road Portion

83,479.81

TOTAL PRICE BID  
 (Items 1 to 55 and 1-A to 12-A)

776,590.40

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

If a Corporation,

Name of Contractor \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

President \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

Secretary \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

Treasurer \_\_\_\_\_ (Name) \_\_\_\_\_ (Title)

Dated: \_\_\_\_\_

(Affix Corporation Seal Here)

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

Name of Company Black Rock Enterprises, LLC

Signature of Bidder Jacqueline Vale  
(Name) \_\_\_\_\_ (Title)

Names and Addresses of Members of Company  
Jacqueline Vale Managing Member

Jacqueline Vale 13 Ullia Farm Circle<sup>monroe, NJ</sup> 08831

Manuel DaZochoa 208 West Graystone Rd. Old Bridge NJ 08857

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

TOWNSHIP OF WEST WINDSOR

N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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			
	<i>None</i>			

**Acknowledged by Bidder**

Name of Bidder: Black Rock Enterprises, LLC

By Authorized Representative: Jacqueline Vale

Signature: Jacqueline Vale

Print Name and Title: Jacqueline Vale Managing Member

Date: 8/1/23

N.J.D.O.T. FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

**BID BOND**

\*see attached

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

**N.J.D.O.T. FY 2021 MUNICIPAL AID GRANT FOR ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

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: \_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
Witness

\_\_\_\_\_  
Attorney-in-Fact



**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.

**LIST OF SUBCONTRACTORS**

Black Rock Enterprises, LLC

TITLE OF BID: Roadway Improvement to Rabbit Hill Road

NAME OF BIDDER: Black Rock Enterprises, LLC

Name	Address	Telephone	Specialized Sub-Prime Area	Scope Of Work For Each Subcontractor In Each Specialized Sub-Prime Area
Straight Edge	301 Clinton Avenue Middletown NJ 08831	732 302- 3001	Striping	Striping

Plumbing and Gas Fitting and All Kindred Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number \_\_\_\_\_

Electrical Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

License Number \_\_\_\_\_

Structural Steel and Ornamental Iron Work:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Address \_\_\_\_\_

**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, Jacqueline Vale of the Municipality of Monroe in the County of Middlesex 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 Managing Member 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. 17:27A-2.1(a)-(c).

Black Rock Enterprises, LLC  
Name of Contractor (Type or Print)  
Jacqueline Vale  
Signature  
Jacqueline Vale Managing Member  
Title

Subscribed and Sworn before me this  
1 Day of August, 2023

Floral A. Gonzalez  
Notary Public  
My Commission Expires 7-7-2022

Q (Type or Print Name of Bidder)



CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

The Bidder is requested to provide the following information:

Date of Organization of Company: 2008

Name and address of Officers:

Managing Member  
 Managing Member  
 President: Jacqueline Vale - 13 Milk Farm Circle, Monroe, NJ 08831  
 Vice President: Manuel Da Rocha 208 West Greystone Road, Old Bridge, NJ 08857

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

CONTRACTOR'S EXPERIENCE

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

12

2. How many years' experience in this type of construction work has your organization had? 12

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.		

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

<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.  
See attached

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.

*attached to Bid Bond*  
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

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey :

COUNTY OF Mercer :

I, Jacqueline Vale of the (City, Town, Township, Borough, etc.)  
of Monroe in the County of Middlesex and  
the State of New Jersey of full age, being duly sworn  
according to law on my oath depose and say that:

I am Managing member  
of the firm of Black Rock Enterprises, LLC  
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 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:

Black Rock Enterprises, LLC

(Name of Bidder)

Jacqueline Vale

(Also type or print name of affiant under signature)

Jacqueline Vale

Subscribed and sworn to before me this

1 day of August, 2027  
Leah M. Monahan  
Notary Public of New Jersey

My commission expires 7-7, 2029.



**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: Black Rock Enterprises, LLC  
1316 Englishtown Road  
Organization Address: Old Bridge, NJ 08857

**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.)**



## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

Name of Individual or Business Entity	Address
Jacqueline Vale	13 Villa Farm Circle Monroe, NJ 08831
Manuel DaRocha	208 W. Grey Stone Rd. Old Bridge, NJ 08851

**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**

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.**

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

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder/proposer; that the 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):	Jacqueline Hale	Title:	Managing Member
Signature:	Jacqueline Hale	Date:	8/1/2023

(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

**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;

**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

**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.

Black Rock Enterprises, LLC

Signed by \_\_\_\_\_

Successful Bidder / Contractor

*Jacqueline Vale*

Jacqueline Vale  
Managing Member

Signed, sealed and delivered  
in the presence of

*Florbela Goncalves*



(Notarized)

Exp-  
7-7-2023

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 **N.J.D.O.T. FY 2021 Municipal Aid Grant for Roadway Improvements to Rabbit Hill Road**. Performance by the Contractor is to be completed not later than **120 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 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



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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.

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;

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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.

- 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

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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, 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. 10:5-3) 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

## NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

(iii) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, 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.

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- (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).

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 *Three Hundred Dollars (\$300.00) 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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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.

- 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

**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 1 day of August, 2023

as a binding act in deed of

Black Rock Enterprises, LLC  
 Name of Organization

Jacqueline Vale  
 Authorized Signature & Title

Jacqueline Vale Managing Member  
 Print Authorized Signature Name & Title

### 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.**



NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

This PREVAILING WAGE AFFIDAVIT is signed this 1 day of

August, 20 23

as a binding act in deed of

Black Rock Enterprises, LLC  
Name of Organization  
Jacqueline Vale  
Authorized Signature & Title  
Jacqueline Vale Managing Member  
Print Authorized Signature Name & Title

**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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

**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.

NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD

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

**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

**NJDOT FY2021 MUNICIPAL AID GRANT, ROADWAY IMPROVEMENTS TO RABBIT HILL ROAD**

the CONTRACT DOCUMENTS and by the CONTRACT, shall not release, in any manner whatsoever, the 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)

**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)



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)

**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  
remit, 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.

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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)

**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	Black Rock Enterprises, LLC		1424975
(Subcontractor)	Straw Hat Edge Striping		1241139
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 1 day

or August 20 23

*[Handwritten Signature]*

*[Handwritten Signature]*  
Signature

Notary Public of New Jersey

Jacqueline Vale Managing Member  
Name and Title  
(type or print)

My Commission Expires 7-7-26, 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.**



**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	Black Rock Enterprises, LLC		667926
(Subcontractor)	Straight Edge Striping		653443
(Subcontractor)			
(Subcontractor)			
(Subcontractor)			

Subscribed and sworn

Before me this 1 day  
of August 2023.

Florbela Goncalves Jacqueline Vale  
Signature

Notary Public of New Jersey Jacqueline Vale Managing Member  
Name and Title  
(type or print)

My Commission Expires 7-7 2024, 20



### Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

Black Rock Enterprises, LLC

#### 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](http://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.)*

**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.

### 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)	Jacqueline Vale	Title	Managing Member
Signature	Jacqueline Vale	Date	8/1/2023



**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 Black Rock Enterprises, LLC  
Successful Bidder / Contractor

*Jacqueline Hall*

Signed, sealed and delivered  
in the presence of

*Flávia L. Gomes*  
(Notarized)



*Exp 7-24*  
Bid Forms Section  
75

<b>BID DOCUMENT REQUIREMENT</b>	
Name of Form:	<b>FEDERAL NON-DEBARMENT CERTIFICATION</b>
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.

**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	Black Rock Enterprises, LLC
Physical Address of Individual or Organization	1316 Englishtown Road Old Bridge, NJ 08857
Unique Entity ID (if applicable)	
CAGE/NCAGE Code (if applicable)	
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):	Jacqueline Vale
Title:	Managing Member
Signature:	Jacqueline Vale
Date:	8/1/2023

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
<b>Section A (Check the Box that applies)</b>	
<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.
<b>Name of Individual or Organization</b>	Jacqueline Vale
<b>Physical Address</b>	13 Villa Farm Circle Monroe, NJ 08831
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.
<b>Section B (Skip if no Business entity is listed in Section A above)</b>	
<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.
<b>Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity</b>	
<b>Physical Address</b>	
OR	

<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):	Jacqueline Vale	Title:	Managing Member
Signature:	<i>Jacqueline Vale</i>	Date:	8/1/23

**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 <b>Organization listed in Part I</b> owns more than 50 percent of voting stock, or of the partnership(s) in which the <b>Organization listed in Part I</b> owns more than 50 percent interest therein, or of the limited liability company or companies in which the <b>Organization listed above in Part I</b> owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Name of Business Entity	Physical Address

\*\*Add additional sheets if necessary\*\*

<b>OR</b>	
<input type="checkbox"/>	The <b>Organization listed above in Part I</b> 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.

<b>Section B (skip if no business entities are listed in Section A of Part IV)</b>	
<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\*\*

<b>OR</b>	
<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):	<i>Jacqueline Vale</i>	Title:	<i>Managing Member</i>
Signature:	<i>Jacqueline Vale</i>	Date:	<i>8/1/2023</i>

**Travelers Casualty and Surety Company of America**

One Tower Square, Hartford, CT 06183

**BID BOND**

KNOW ALL BY THESE PRESENTS, That we, Black Rock Enterprises, LLC

of 1316 Englishtown Road, Old Bridge, NJ 08857 (hereinafter called the Principal),

as Principal, and Travelers Casualty and Surety Company of America

(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 improvements to Rabbit Hill 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 the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 1st day of August, 2023.

Black Rock Enterprises, LLC (Seal)

Principal

*Handwritten signature: Jacqueline Kaye*  
*Handwritten signature: Jacqueline Kaye*  
*Handwritten signature: Managing Member*

Title

Travelers Casualty and Surety Company of America

By *Handwritten signature: Lisa Nosel*

Lisa Nosel.

Attorney-in-Fact

Witness

*Handwritten signature: Laura Renne*

Laura Renne

Witness

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
**Hartford, Connecticut**  
**CONSENT OF SURETY**

To: Township of West Windsor

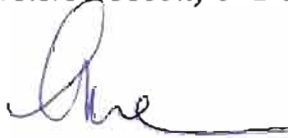
Re: Contractor Name: Black Rock Enterprises, LLC  
Project Description: Roadway Improvements to Rabbit Hill Road

Travelers Casualty and Surety Company of America, as surety, organized under the laws of the state of Connecticut, and duly authorize to do business in the State of New Jersey hereby agrees that in the event Contractor is the successful bidder for:

Roadway Improvements to Rabbit Hill 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.

Travelers Casualty and Surety Company of America



\_\_\_\_\_  
Surety Lisa Nosal, Atty-In-Fact

August 1, 2023

\_\_\_\_\_  
Date





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lisa Nosal** of **TOTOWA** their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



Slate of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of August, 2023.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
 Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 8,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,788,998,780	LOSSES	\$ 1,386,267,132
STOCKS	102,630,111	LOSS ADJUSTMENT EXPENSES	133,864,803
CASH AND INVESTED CASH	20,110,088	COMMISSIONS	55,456,724
OTHER INVESTED ASSETS	5,681,540	OTHER EXPENSES	49,033,047
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	25,805,872	TAXES, LICENCES AND FEES	18,807,425
INVESTMENT INCOME DUE AND ACCRUED	42,265,789	REINSURANCE PAYABLE ON PAID LOSSES AND LOSS ADJ EXPENSE:	(1,738,793)
PREMIUM BALANCES	308,425,453	UNEARNED PREMIUMS	1,394,161,189
REINSURANCE RECOVERABLE	57,854,615	ADVANCE PREMIUM	3,880,400
NET DEFERRED TAX ASSET	68,131,800	POLICYHOLDER DIVIDENDS	18,122,220
CURRENT FEDERAL AND FOREIGN INCOME TAXES RECOVERABLE,	3,250,318	CEDED REINSURANCE NET PREMIUMS PAYABLE	73,928,911
GUARANTY FUNDS RECEIVABLE OR ON DEPOSIT	1,058,482	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	23,588,278
RECEIVABLE FROM PARENTS, SUBSIDIARIES AND AFFILIATES	14,888,800	REMITTANCES AND ITEMS NOT ALLOCATED	5,082,665
OTHER ASSETS	963,374	PROVISION FOR REINSURANCE	6,464,384
		PAYABLE FOR SECURITIES LENDING	25,805,872
		RETROACTIVE REINSURANCE RESERVE ASSUMED	785,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	188,614
		TOTAL LIABILITIES	\$ 3,180,685,707
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,780
		OTHER SURPLUS	1,800,161,022
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,249,444,782
TOTAL ASSETS	\$ 5,440,130,489	TOTAL LIABILITIES & SURPLUS	\$ 5,440,130,489

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

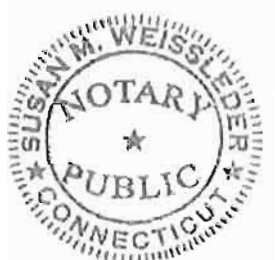
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2022.

*Michael J. Doody*  
 VICE PRESIDENT - FINANCE

*Susan M. Weissleder*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 17TH DAY OF MARCH, 2023

SUSAN M. WEISSLEDER  
 Notary Public  
 My Commission Expires November 30, 2027



**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. Section 9305)

The Travelers Indemnity Company, St. Paul Fire and Marine Insurance Company, Travelers Casualty and Surety Company, United States Fidelity and Guaranty Company, The Standard Fire Insurance Company, Travelers Casualty Insurance Company of America, Farmington Casualty Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Guardian Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company of America, surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) Each 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(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2021** (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified by ***KPMG LLP***, located at One Financial Plaza, Hartford, CT 06103-4103, in the Annual Audited Combined Financial Statements for the first eleven (11) companies below, and on a Stand-alone Annual Audited Financial Statement for the twelfth (12<sup>th</sup>) company below, all on file with the New Jersey Department of Insurance, 20 West State Street CN-525, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>	December 31, 2022	
			Capital	Surplus
The Travelers Indemnity Company	\$ 10,790,700	\$ 7,329,631,885		
St. Paul Fire and Marine Insurance Company	\$ 20,000,000	\$ 6,622,630,405		
Travelers Casualty and Surety Company	\$ 25,000,000	\$ 7,829,970,720		
United States Fidelity and Guaranty Company	\$ 35,214,075	\$ 882,045,585		
The Standard Fire Insurance Company	\$ 5,000,000	\$ 1,384,849,805		
Travelers Casualty Insurance Company of America	\$ 6,000,000	\$ 561,804,244		
Farmington Casualty Company	\$ 6,000,000	\$ 289,822,423		
St. Paul Mercury Insurance Company	\$ 4,230,000	\$ 113,866,199		
Fidelity and Guaranty Insurance Underwriters, Inc.	\$13,434,900	\$ 91,712,681		
St. Paul Guardian Insurance Company	\$ 4,200,000	\$ 22,784,154		
Fidelity and Guaranty Insurance Company	\$ 5,000,000	\$ 18,835,835		
Travelers Casualty and Surety Company of America	\$ 6,480,000	\$ 2,118,461,638	\$6,480,000	\$2,249,444,782

- 3) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established therein on **July 1, 2022** (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
Travelers Indemnity Company	732,963,000
St Paul Fire and Marine Insurance Co	534,848,000
Travelers Casualty and Surety Co	782,997,000
United States Fidelity and Guaranty Co	88,205,000
Standard Fire Insurance Company	138,485,000
Travelers Casualty Insurance Co of America	56,180,000
Farmington Casualty Co	28,982,000
St Paul Mercury Insurance Co	11,387,000
Fidelity and Guaranty Insurance Underwriters, Inc	9,171,000
St Paul Guardian Insurance Co	2,278,000
Fidelity and Guaranty Insurance Company	1,884,000
Travelers Casualty & Surety Co of America	211,846,000

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 5 below 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>
------------------	----------------	---------------

The amount of the bond indicated under Item 5 below *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above.

and:

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under Item 4(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, **Eric B. Bruder**, as Chief Financial Officer, Bond & Specialty Insurance for the companies herein listed, corporations domiciled in Connecticut, Iowa, and Wisconsin, 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)

Eric B. Bruder  
(Print name of certifying agent/officer)

Vice President, Finance  
Chief Financial Officer, Bond & Specialty Insurance  
(Title of certifying agent/officer)

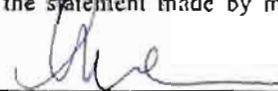
Date: August 16, 2022

10% of bid amount not to exceed \$20,000.00

- 5) The amount of the bond to which the statement and certification is attached is \$ \_\_\_\_\_, which *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above

CERTIFICATE

I, Lisa Nosal (name of agent), as Atty-in-fact (title of agent) for the companies herein listed, corporations domiciled in Connecticut, Iowa, and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statement made by me is true, and ACKNOWLEDGE that, if the statement made by me is false, this bond is VOIDABLE.



\_\_\_\_\_  
(Signature of certifying agent/officer)

Lisa Nosal  
(Print name of certifying agent/officer)

Atty-in-fact  
(Title of certifying agent/officer)

Date: August 1, 2023

Certificate Number  
667926

Registration Date: 02/09/2023  
Expiration Date: 02/08/2025



# 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):  
Manuel Darochta, Managing Member

Responsible Representative(s):  
Jacquelina Vale, Managing Member

Black Rock Enterprises, LLC

2023

Handwritten signature of Robert Asaro-Angelo.

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  
Certificate of Authority

Any person 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  
This authorization is null and void if any change of ownership or address

**BLACK ROCK ENTERPRISES LIMITED**  
1316 ENGLISHTOWN ROAD  
OLD BRIDGE NJ 08857

Tax Registration No XXX-XXX-194/000

Tax Effective Date 04-01-10

Document Locator No I0000399328

Date Issued 06-02-12

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
P.O. BOX 250  
TRENTON, NJ 08646-0250

TAXPAYER NAME:

**BLACK ROCK ENTERPRISES LIMITED LIABILITY**

TRADE NAME:

ADDRESS:

**1316 ENGLISHTOWN ROAD  
OLD BRIDGE NJ 08867**

SEQUENCE NUMBER:

**1424975**

EFFECTIVE DATE:

**07/18/08**

ISSUANCE DATE:

**08/02/12**

*James J. ...*  
New Jersey Division of Revenue

FORM HRC

001-000-0000-100



# State of New Jersey

**PHIL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 926  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**SHEILA OLIVER**  
*Ut. Governor*

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

## APPROVED

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges BLACK ROCK ENTERPRISES LIMITED LIABILITY COMPANY is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46..

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 certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification by the anniversary date, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply.



Peter Lowicki  
Deputy Director

Issued: 8/13/2021  
Certification Number: A0168-78

Expiration: 8/13/2024

The expiration date is contingent on the proper and on-time filing of all Annual Verifications. Please see above for more detail.



March 23, 2021

Ms. Jacqueline Vale  
Managing Member  
**Black Rock Enterprises, LLC**  
1316 Englishtown Road  
Old Bridge, NJ 08857

**Re:** Women-owned Business Enterprise (WBE) Certification  
**Type:** Construction  
**Specialties:** Asphalt Paving – Concrete - Milling  
**Range:** C – Over \$1.5 million

Dear Ms. Vale

We are pleased to inform you that The Port Authority of NY & NJ has re-evaluated your business and determined that it continues to be eligible to participate in the agency's Women-owned Business Enterprise (WBE) Program. **Black Rock Enterprises, LLC** is currently qualified in the construction specialties and range noted above and remains in the Port Authority's on-line directory of certified MWBEs.

However, the firm's updated construction references are under review by our Engineering Department. If as a result, there are changes to Black Rock Enterprises, LLC qualification status, you will be notified under a separate letter.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Business Diversity and Civil Rights in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for five years or until, March 23, 2026 after which you must submit a recertification application with supporting documentation. The application can be accessed from our Web site: [www.panynj.gov/supplierdiversity](http://www.panynj.gov/supplierdiversity).

If you have any questions regarding your certification, you may contact me at (201) 395-3939 or via email at [ybautista@panynj.gov](mailto:ybautista@panynj.gov).

Sincerely,

Yamil Bautista  
Certification Analyst  
Office of Diversity & Inclusion







**NOTICE OF CLASSIFICATION  
BLACK ROCK ENTERPRISES, LLC**

August 25 2022

Identification Number: 26-2873194

BLACK ROCK ENTERPRISES, LLC  
1316 ENGLISHTOWN ROAD  
OLD BRIDGE, NJ 08857

Dear Sir/Madam,

In accordance with Title 27:7-35 et seq., and Regulation of the New Jersey Department of Transportation, you are hereby notified that your firm has been CLASSIFIED by the New Jersey Department of Transportation. Please see ATTACHMENT A for your firm's assigned financial capability, work classification(s), and project rating(s).

Your firm's financial capability is based on (net working capital or (Net Worth x 15) + (net book value of construction equipment, less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x 7) as determined by the Department from the information your firm submitted for the Close of Business on 12/31/2021. Please see ATTACHMENT B for explanation.

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

This CLASSIFICATION will be effective on 8/30/2022 and will expire on 6/30/2023

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

**NOTICE OF CLASSIFICATION  
BLACK ROCK ENTERPRISES, LLC**

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

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

Sincerely,



Keith Daniels

**Manager  
Bureau of Construction Services**

**NOTICE OF CLASSIFICATION  
BLACK ROCK ENTERPRISES, LLC**

**ATTACHMENT A**

Financial Capability Range  
\$100,000,001 to \$200,000,000

Work Classification(s)	Project Rating(s)
8 GENERAL CONCRETE	\$30,000,000
4 BRIDGE	\$50,000,000
3A GRADING & BITUMINOUS PAVING	\$10,000,000
25 MILLING	\$50,000,000
24 MAINTENANCE & PROTECTION OF TRAFFIC	\$50,000,000
22 UNDERGROUND UTILITIES	\$50,000,000

BLACK ROCK ENTERPRISES LLC  
1316 ENGLISHTOWN RD  
OLD BRIDGE, NJ 08857

*State of New Jersey*

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



**NOTICE OF CLASSIFICATION**

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

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$80,000,000	C019 -CONCRETE/FOUND. FOOTINGS/MASONRY WORK	11/30/2022	11/29/2024
	C059 -ROAD CONSTRUCTION & PAVING	11/30/2022	
	C056 -SEWER PIPING & STORM DRAINS	11/30/2022	
	C054 -SITE WORK	11/30/2022	
	C058 -UNDERGROUND WATER & UTILITIES	11/30/2022	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at [https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC\\_701.pdf](https://www.nj.gov/treasury/dpmc/Assets/Files/DPMC_701.pdf)

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

STATE OF NEW JERSEY  
SCHOOLS DEVELOPMENT AUTHORITY

CONTRACTOR NOTICE OF PREQUALIFICATION

for  
Black Rock Enterprises, LLC  
171b Englestown Road  
Old Bridge, NJ 08857

In accordance with N.J.S.A. 18A:41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification.

Effective Date: November 21, 2022

Expiration Date: November 29, 2024

Aggregate Limit: \$80 Million

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design-Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input type="checkbox"/> Doors & Hardware	<input type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input checked="" type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input checked="" type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input type="checkbox"/> Millwork	<input type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input checked="" type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input checked="" type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input checked="" type="checkbox"/> Concrete/Foundation Footings/ Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPV/CSPT	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVAC/R	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New/Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/ VendorSearch.aspx>

Certification 46690

# 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 - 2021** to **15 - MAY - 2024**.

**BLACK ROCK ENTERPRISES, LLC**  
1316 ENGLISH TOWN ROAD  
OLD BRIDGE NJ 08857

*[Signature]*  
JULIA M. HANCOCK  
State Treasurer



**CURRENT CONTRACT STATUS REPORT**

NAME OF OWNER CONTRACT DESCRIPTION	ORIGINAL CONTRACT PRICE	WORK COMPLETED TO DATE	ESTIMATED COMPLETION DATE	CONTRACT AMOUNT TO COMPLETE	LIQUIDATED DAMAGES
NJ Department of Transportation DP21114, Rt. 82 Pedestrian Safety Improvements	\$9,800,000.00	\$4,111,240.00	SEPT. 2023	\$5,688,760.00	NO
Township of East Brunswick 2022 Pavement Management Program	\$2,193,403.28	\$2,112,980.93	MARCH 2023	\$80,422.35	NO
Camden County Improvements to Church Rd (CR616), Cherry Hill	\$4,200,000.00	\$100,000.00	NOV. 2023	\$4,100,000.00	NO
Borough of Middlesex Rt. 28 Streetscape Improvements	\$1,298,189.00	\$255,655.00	MAY 2023	\$1,042,534.00	NO
Township of Bridgewater 2022-6 Roadway Improvement Project	\$1,900,000.00	\$700,353.00	JUNE 2023	\$1,199,647.00	NO
County of Middlesex 2022 Milling & Paving at Various Locations	\$6,834,444.00	\$5,569,181.73	MARCH 2023	\$1,265,262.27	NO
Township of Delran 2022 Roadway Improvement	\$576,808.75	\$301,944.85	JUNE 2023	\$274,863.90	NO
County of Somerset Amwell Road Drainage Improvements CR514	\$878,680.25	\$199,435.72	JUNE 2023	\$679,244.53	NO
Camden County Roadway Improvements to Haddon Ave. (CR561)	\$4,500,000.00	\$0.00	AUG. 2023	\$4,500,000.00	NO
Monmouth County Intersection Impr. at County Route 57 (Ocean Ave)	\$2,820,000.00	\$0.00	NOV. 2023	\$2,820,000.00	NO
Borough of Milltown Improvements to Clayton Court	\$648,000.00	\$0.00	JUNE 2023	\$648,000.00	NO
Middlesex County Improvements to Oak Tree Rd., Plymouth Dr., Magnolia Rd.	\$1,025,000.00	\$0.00	AUG. 2023	\$1,025,000.00	NO
Township of East Brunswick 2023 Pavement Management Program	\$1,806,130.09	\$0.00	DEC. 2023	\$1,806,130.09	NO
Borough of Palmyra 2022 NJDOT Road Program	\$463,256.00	\$0.00	JULY 2023	\$463,256.00	NO
<b>TOTALS</b>	<b>\$38,943,911.37</b>	<b>\$13,350,791.23</b>		<b>\$25,593,120.14</b>	



**COMPLETED CONTRACTS**

NAME OF OWNER CONTRACT DESCRIPTION	ORIGINAL CONTRACT PRICE	FINAL CONTRACT PRICE	COMPLETION DATE	SCOPE OF WORK
NJ Department of Transportation DP19404, Route 206 NB & SB	\$11,641,536.00	\$11,189,933.98	JUNE 2020	Milling, Paving, Concrete Curb Sidewalks, Handicap Ramps, Inlets
NJ Department of Transportation DP21440, Statewide Maintenance	\$5,830,816.33	\$7,223,088.36	JAN. 2023	Milling, Paving, Underground Utilities, Site Work, Concrete Curbs, Sidewalks, Islands,
NJ Department of Transportation DP21117, Rt. 26 Cox Avenue	\$2,493,750.00	\$2,493,750.00	DEC. 2022	Milling, Paving, Concrete Curb Sidewalks, Handicap Ramps, Inlets
Municipality of Princeton Linden Lane, Spruce St.	\$1,431,071.00	\$1,163,341.00	MAY 2022	Site Work, Concrete Curbs, Sidewalks, Drainage, Milling & Paving
Oceanport Board of Education Maple Place Site Improvements	\$795,188.00	\$677,821.00	NOV. 2022	Site Work, Concrete Islands, Curbs, Railing, Sports Courts & Fields, Milling & Paving
Township of Cherry Hill 2021 Road Maintenance	\$1,970,000.00	\$2,029,416.90	DEC. 2022	Milling, Paving, Concrete Curbs, Sidewalks, Handicap Ramps
Borough of Spring Lake 2022 Roadway Improvement Program	\$583,351.50	\$0.00	DEC. 2022	Milling, Paving, Concrete Curbs, Sidewalks, Handicap Ramps
Township of Dover 2020 Capital Roadway & Essex St. Roadway Improvements	\$1,160,574.00	\$1,021,422.00	AUGUST 2022	Concrete Curbs, Sidewalks, Handicap Ramps, Drainage, Milling, Paving, Railroad Training
East Brunswick Board of Education Site Development Work at Churchill Junior High School	\$2,782,316.00	\$3,391,140.75	DEC. 2022	Earthwork, Storm Sewer, Concrete Curb, Islands, Soil, Grading, Compacting, Sports
Borough of Matawan 2020 Road Improvement	\$1,012,800.00	\$919,251.31	JUNE 2022	Milling, Paving, Concrete Curb Sidewalks, Handicap Ramps, Inlets
Township of Moorestown 2018/2019 Overlay Program	\$5,296,530.00	\$5,193,537.00	SEPT. 2021	Milling, Paving, Concrete Curb Sidewalks, Handicap Ramps, Inlets
County of Middlesex New Brunstreck Avenue & Cortlan Avenue	\$921,041.00	\$817,394.81	SEPT. 2022	Milling, Paving, Traffic Signal, Concrete Curb Sidewalks, Handicap Ramps, Inlets
County of Ocean 2019C Reconstruction of Various County Roads	\$2,680,000.00	\$3,070,410.95	DEC. 2022	Milling, Paving, Concrete Curbs, Sidewalks, Handicap Ramps
County of Middlesex 2020 ADA Curb & Ramp Installation	\$3,711,525.00	\$3,119,080.78	JULY 2022	Concrete Curbs, Sidewalks, Handicap Ramps
Borough of Surf City SFY 2020 Road Improvement	\$591,540.00	\$558,692.94	MAY 2022	Milling, Paving, Drainage, Concrete Curbs, Sidewalks, Handicap Ramps
Township of Berkeley Various Roadway & Drainage Improvements	\$1,247,229.00	\$1,016,184.51	AUGUST 2022	Sanitary Sewer and Watermain Replacement
Township of Manchester Pine Lake Park Drainage	\$857,433.00	\$738,585.98	SEPT. 2022	Sanitary Sewer, Watermain Replacement
Township of Piscataway 2021/2022 Milling	\$156,200.00	\$439,728.95	AUGUST 2022	Milling, Traffic Control
City of South Amboy 2022 Roadway Improvements	\$514,766.63	\$377,493.00	NOV. 2022	Milling, Paving, Concrete Curbs, Sidewalks, Handicap Ramps





**COMPLETED CONTRACTS**

NAME OF OWNER CONTRACT DESCRIPTION	ORIGINAL CONTRACT PRICE	FINAL CONTRACT PRICE	COMPLETION DATE	SCOPE OF WORK
East Brunswick Board of Education Lawrence Brook & Hiramadorfer Elementary Schools	\$262,049.00	\$289,763.57	DEC. 2022	Site Work, Concrete Islands, Curbs, Handicap Ramps, Fence, Landscaping
City of Burlington Eliza Street Drainage Pipe Maintenance	\$377,720.00	\$374,753.00	SEPT. 2022	Water Service Repair, Trench Repair, Grading, Inlets
City of Elizabeth Milling & Resurfacing of Dowd Ave. & Division St.	\$1,622,411.00	\$1,875,436.00	DEC. 2021	Milling, Paving, Concrete Curbs Sidewalks, Handicamp Ramps, Inlets
County of Middlesex Improvements to Main St., South Amboy, NJ	\$2,835,137.00	\$3,015,314.00	JUNE 2021	Milling, Paving, Concrete Curb Sidewalks, Handicamp Ramps, Inlets
Township of Freehold 2020 Pavement Overlay	\$3,992,452.89	\$3,517,567.22	OCT. 2020	Milling, Paving, Concrete Curb Sidewalks, Handicamp Ramps, Inlets
Township of East Brunswick 2020 Pavement Management Program	\$2,939,366.00	\$3,189,366.00	DEC. 2020	Milling, Paving, Concrete Curbs & Sidewalks, Sanitary Sewer Repairs
Township of Absecon Atlantic Avenue Water Main Replacement	\$1,296,110.00	\$1,215,011.00	NOV. 2021	Watermain Replacement, Concrete Curbs and Sidewalks
Borough of South River Improvements to Albourne Street	\$1,034,027.00	\$901,642.00	JUNE 2021	Watermain Replacement, Concrete Curbs and Sidewalks, Milling, Paving
Borough of Carteret Watersfront Marina	\$2,721,434.00	\$2,920,563.00	DEC. 2021	Site Work, Milling, Paving, Concrete Islands, Handicap Ramps
Raritan Valley Community College Campus Loop Improvements	\$251,206.00	\$283,636.00	DEC. 2021	Milling & Paving
Morroe Twp. Fire Dept. Packing Lot District #1	\$380,000.00	\$397,300.00	NOV. 2021	Site Work, Concrete Islands, Curbs, Driveway, Aprons
Borough of Sea Bright 2017 & 2018 Roadway Repairs	\$454,881.00	\$409,799.00	SEPT. 2021	Sanitary Sewer Replacement, Concrete Curbs & Sidewalk
NJ Department of Transportation DP19122, Route 33 Pavement Preservation	\$7,200,000.00	\$6,509,450.00	DEC. 2019	Milling, Paving, Traffic Control, Pavement Preservation
County of Ocean Reconstruction & Resurfacing of Various County Roads	\$3,209,348.23	\$3,370,612.00	JUNE 2019	Milling, Paving, Concrete Curb Sidewalks, Handicamp Ramps, Inlets
Township of East Brunswick 2019 Road Improvement Program	\$2,350,400.00	\$2,470,928.00	SEPT. 2019	Milling, Paving, Concrete Curb Sidewalks, Handicamp Ramps, Inlets
NJ Department of Transportation Maintenance Resurfacing Contract Central 2018	\$4,179,566.00	\$6,989,566.00	APRIL 2019	Milling, Paving, Traffic Safety, Castings Inlet Replacement



**BLACK ROCK**  
**ENTERPRISES, LLC**

1316 Englishtown Road  
Old Bridge, NJ 08857

P: (732) 967-6400

F: (732) 967-6402

**Bank Reference:**

**Ocean First Bank**  
Frank W. Sutton  
Senior Vice President  
110 W. Front Street  
Red Bank, NJ 07701  
(888) 623-2633

**Bonding Reference:**

**C & H Agency, Inc.**  
Lou Vlahakes  
783 Riverview Drive  
Totowa, NJ 07512  
973-890-0900

**Insurance Reference:**

**Arthur L. Gallagher & Co.**  
Kevin McCall, CPCU, AAI, CISR  
4000 Midlantic Drive, Suite 200  
Mt Laurel, NJ 08054  
856-866-3298

**Work References:**

**CME Associates**  
Trevor Taylor, P.E.  
140 Route 9 South  
Howell, NJ 07731  
732-462-7400

**T&M Associates**  
Lou Tedesco, P.E.  
11 Tindall Road  
Middletown, NJ 07748  
732-671-6400

**County of Monmouth**  
Thomas Lombardi  
1 East Main Street  
Freehold, NJ 07728  
732-431-7760

**Township of East Brunswick**  
Engineering Department  
Keith Kipp, P.E.  
1 Jean Walling Civic Center Dr.  
East Brunswick, NJ 08816  
732-390-6262

**Henkels & McCoy**  
Tony Pinho  
450 County Avenue  
Cliffwood, NJ 07721  
732-765-8211

**MSP Construction**  
Danny Pereira  
126 Walnut Street  
Newark, NJ 07105  
908-310-9159

**Pennoni Associates**  
Ken Shine  
515 Grove Street  
Haddon Heights, NJ 08035  
856-656-2890

**Garden State Sealing**  
Richard Manners  
300 Commerce Drive  
Tinton Falls, NJ 07753  
732-245-7285

**New Jersey Department of  
Transportation**  
Thomas Zook, R.E.  
1035 Parkway Avenue.  
Trenton, NJ 08625  
609-330-5558

**City of Elizabeth**  
Steven P. Rinaldi, PLS, PP  
50 Winsfield Scott Plaza  
Elizabeth, NJ 07201-2462  
908-820-4278

**Bird Construction**  
James Hannon  
105 Harbor Inn Road  
Bayville, NJ 08721  
732-904-7958

**New Jersey Department of  
Transportation**  
Perpetua Kashani, R.E.  
1035 Parkway Avenue.  
Trenton, NJ 08625  
908-591-2351

**Sa & Sons Construction Co., Inc.**  
Alfredo Sa  
P.O. Box 4333  
Warren, NJ 07059  
908-754-0884

**Petillo Incorporated**  
Dave Busick, PE  
167 Flanders-Notcong Road  
Flanders, NJ 07836  
862-284-7266

**Asphalt Paving Systems**  
Wally Percy III  
P.O. Box 530  
Hammonton, NJ 08037  
609-561-4161



## EQUIPMENT BREAKDOWN

#	Year	Make	Model	Serial #	Value
P101	2012	RoadTec Asphalt Paver	RP195	273	100,000
P102	2004	Volvo Blaw Knox Paver	PF5510	8708	125,000
P103	1999	Blaw Knox Track Asphalt Paver	PF5510	55102562	30,000
P104	2015	Caterpillar Track Asphalt Paver	AP1055F	TJ500256	465,450
P105	2017	Caterpillar Track Asphalt Paver	AP655F	MH600243	427,500
P106	2019	RoadTec Asphalt Paver	RP195E	4051	394,953
P107	2022	Vogel Super Asphalt Paver	2000-3i	1174.0326	522,963

TR101	2017	Weiler E2850A Material Transfer Vehicle	E2850A	E2850A-1518	256,166
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M101	2009	Wirtgen Asphalt Milling Machine	2200	0821-0455	175,000
M102	2005	Wirtgen Milling Machine	2200	8210241	350,000
M103	2015	Wirtgen Milling Machine	W250i	#0622.0047	795,000
M104	2017	Wirtgen Milling Machine	W250i	#0622.1046	825,000
M105	2017	Wirtgen Milling Machine	W120cFi	1810.06	300,000
M106	2022	Wirtgen Milling Machine	W220Fi	1122.0111	900,000

B101	2010	John Deere Backhoe	410J	1T0410JXCAD188905	120,632
B102	2007	John Deere Backhoe	410J	JN145562	70,000
B103	2007	John Deere Backhoe	410J	T0410JX150506	101,650
B105	2003	John Deere Backhoe	410G	T0410GX924299	65,000
B106	2014	John Deere Backhoe	410K	1T0410KXKEE266619	147,125
B107	2007	John Deere Backhoe	310SG	T0310SG936017	40,000
B108	2010	John Deere Backhoe	310SJ	1T0310SJCA0186237	76,500
B109	2000	John Deere Backhoe	410G	T0410GX893374	30,000
B110	2019	John Deere Backhoe	410L	1T0410LXDKF352639	140,000
B111	2020	John Deere Backhoe	410L	1T0410LXHLF384443	154,968
B112	2021	John Deere Backhoe	410L	1T0410LXJMF407326	165,178

R101	2009	Caterpillar Roller	CB24	24001267	42,000
R102	2009	Caterpillar Roller	CB5-1	0JLM00130	90,000
R103	2002	Bomag Roller	B120	1.20E+14	10,000
R104	1994	Ingersoll Rand Roller	S0700	16685	35,000
R105	n/a	Ingersoll Rand Roller	0090M	183536	65,000
R106	n/a	Wacker Roller	RT82SC	5506434	15,000
R107	2013	Caterpillar Roller	CB5 CXW	JLM00667	91,000
R108	2013	Caterpillar Roller	CB24	24002787	41,500

R109	2015	Hamm Roller	HD12VV	H230.0150	35,000
R110	2016	Wacker Trench Roller	RTKX-SC3	24335161	31,000
R111	2015	Hamm Asphalt Roller	HD120AV0	H2070158	158,141
R112	2017	Wacker Trench Roller	RTKX-SC3	24331984	26,719
R113	2016	Bomag Asphalt Roller	BW190AD0-S	1.01921E+11	132,215
R114	2012	Hamm Asphalt Roller	HD140VZ	H1840969	46,317
R115	2019	Caterpillar Roller	CB24B	2X401799	38,000

E101	2003	Komatsu Excavator	PC22B	SAA6D102E	70,000
E102	1990	Caterpillar 25' Stick	225DLC	JS17SN225DLCG	50,000
E104	2013	Caterpillar Excavator	328DLCB	RMX00521	279,000
E105	2008	Caterpillar Excavator	314CLCR	PCA01841	75,000
E107	2016	Komatsu Excavator	PC88MR-10	7597	104,325
E108	2019	Komatsu Excavator	PC88MR-10	8075	105,000
E109	2022	Komatsu Hydraulic Excavator	PC238L-11	8354	250,000
E110	2022	Case Excavator	LX1450SB	DAU145K7NNS7E2432	189,793

SW101	2007	Freightliner Sweeper	Truck	1FVACXDC57HW86657	40,489
SW102	n/a	Rosco Sweeper	RB48	34412	15,000
SW103	2010	Broce Sweeper	KB350	406900	15,000

SK101	2011	Caterpillar Skid Steer Loader	272C	0HE002433	80,000
SK102	n/a	Caterpillar Loader	950G	3JW0	80,000
SK103	2012	Komatsu - 6 Wheel Loader	WA320	A35283	150,000
SK104	2016	Caterpillar Skid Steer	299D2-HF	ED200540	110,560
SK105	2017	Kubota Compact Track Loader	SVE95-2SHPE	36543	75,758
SK106	2021	Caterpillar Compact Track Loader	299D3	MN008208	120,986
SK107	2022	John Deere 624 P Loader	624P	10W624PAHMLZ12805	223,500

D101	n/a	Caterpillar Dozer	D4H XL	BPJ1485	35,000
D102	2001	John Deere Dozer	650G	T0650HX901011	30,000
D103	2015	Caterpillar Dozer	D5K2-LGP	KY200677	156,387

FL101	n/a	Hyster Pneumatic Fork Lift	H110XL	G005A1134W	8,025
FL102	2010	Polaris Ranger (golf cart)	800	4XA1W076AXR2181201	7,963
FL103	n/a	Caterpillar Tele-handler Forklift	TL1255	S/N: TBN000684	55,984
FL104	2002	Yale (4750)h Pneumatic Fork Lift	GM1453ANPBV127	S/N: A878Y01568Z	13,750

C101	2008	Atlas Compressor	185CFM	S/N: 1A1A321140	12,500
C102	2005	Kaeser Air Compressor	M27	S/N: 1099	5,000
C103	2006	Kaeser Air Compressor	M57	S/N: 1299	5,350
C104	n/a	Doosan Air Compressor	P185WJD	40R258	7,945
C105	2017	Message Board/Trailer	SMC1000ST	1P9101215HG301148 (S/N: 383)	15,500
C106	2017	Message Board/Trailer	SMC1000ST	1P9101217HG301149 (S/N: 386)	15,500

C107	2017	Message Board/Trailer	SMC1000ST	IP91D1218HG301158 (S/X: 385)	15,500
C108	2017	Message Board/Trailer	SMC1000ST	IP91D1214HG301156 (S/X: 363)	15,500
C109	2017	Message Board/Trailer	SMC1000ST	IP91D1214GG301981 (S/N: 010032)	15,500
C110	2017	Message Board/Trailer	SMC1000ST	IP91D1211HG301017 (S/X: 0322)	15,500
C112	2017	Message Board/Trailer	SMC1000ST	IP91D1214HG301030 (S/X: 010030)	15,500
C113	2017	Atlas GPCO 185CFM Compressor	VAS185	H0P053176	17,306
C114	2017	Arrow Board	10390	4NPU4081XG5103904	3,750
C115	2017	Arrow Board	10388	4NDU40818G5103884	3,750
C116	2019	Message Board/Trailer	SMC1000-17	7L31DA217KG001128 (S/N: 10680)	16,250
C117	2019	Message Board/Trailer	SMC1000-17	7L31DA213KG001112 (S/N: 10503)	16,250
C118	2021	Kaeser Towable Air Compressor	M27 PE	1066-8021700	13,485

SC101	2003	Read Ambassador Screener		R2070210	60,000
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REC1	n/a	KM International Infrared Asphalt Recycler		S/N# KM2-18X	10,000
REC2	2016	Miller Asphalt Curb Form Machine	MC650	J114237	10,029
REC3	2016	Pal Series Hot Cold Pressure Washer	HBS-3004-2E2G	15105315	7,276
REC4	2015	Craico Super Shot Tank & Trailer	1250	1C9SY101Y51418285	14,000
REC5	2018	Craico Diesel Melter	SS125	43600-AZ03	40,938

Z101	n/a	Asphalt 40" Zipper		S/N: 100475	18,000
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LT101	n/a	Genie Light Tower		S/N: YML04760	8,000
LT102	n/a	Terex (4) 1000 Watt Light Tower	RL1000	S/N: RL410-2526	
LT103	2017	Almond Night Lite	NL5000	06-000458	
LT104	2012	Doosan	LSC Light Plant	1FVLSACA100118485	



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy | Governor SheTo Oliver

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# Pay-to-Play

## Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: 2022 Form\_s(BE).pdf

Confirmation number : 20223038211

Business Entity Name : Black Rock Enterprises, LLC

Filing Year : 2022

The information was received on : 02/27/2023

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

Print this page for your records.

## Pay-to-Play

PowerPoint Pres. . . .

### Legal References

For State Pay-to-Play  
- Dept. of the Treasury

For County and Local Pay-to-Play  
- Dept. of Community Affairs  
- Secretary of State Office

### Filing Deadlines

Form BE and Instructions

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**BUSINESS ENTITY ANNUAL STATEMENT**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**  
 Phone (609) 292-8700

**FORM BE**

THIS FORM MUST BE ELECTRONICALLY FILED AT:  
[www.elec.nj.gov](http://www.elec.nj.gov)

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

Date of Statement 02/27/2023 Activity for Calendar Year 2022  Check if Amendment

**Part 2: Business Entity Information**

Business Name Black Rock Enterprises, LLC  
 Business Type Other Business Organization  
 Address 1 1316 Englishtown Road  
 Address 2 \_\_\_\_\_  
 City Old Bridge State New Jersey Zip 08857  
 \*(Area Code) Telephone Number 732-967-6400

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Jacqueline Last Name Vale

Title/Position Managing Member Date 02/27/2023

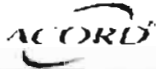
\*(Area Code) Telephone Number 732-967-6400

Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

Check this box if the business entity has not made any reportable contributions during the calendar year.

\*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2022

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 200 Jefferson Park Whippany NJ 07981		<b>CONTACT NAME:</b> PHONE (A/C, H/L, Ext) 973-635-1800 FAX (A/C, No) 973-971-2876 E-MAIL ADDRESS	
<b>INSURED</b> Black Rock Enterprises LLC 1316 Englishtown Rd Old Bridge NJ 08857		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Citizens Insurance Company of America	NAIC # 31534
		<b>INSURER B:</b> Hanover Insurance Companies	
		<b>INSURER C:</b> New Jersey Manufacturers Insurance Co	12122
		<b>INSURER D:</b> Interstate Fire & Casualty Company	22829
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 2071220843** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> CA OTHER		ZBYH016709-00	3/27/2022	3/27/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		AWV H978270-00	3/27/2022	3/27/2023	COMBINED SINGLE LIMIT (Per accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED RETENTION \$		UHYH978399-00	3/27/2022	3/27/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	W431478	3/27/2022	3/27/2023	X PER STATUTE OTHER \$ E.L. EMPLOYEE INVT \$ 1,000,000 E.L. DISEASE - KA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Poison Liability		USL0229382J	3/27/2022	3/27/2024	Policy Applied Each incident limit \$10,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Kristina J. Winterfeld</i>

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**BLACK ROCK**

**ENTERPRISES, LLC**

1316 Englishtown Road  
Old Bridge, NJ 08857

P (732) 967-6400

F: (732) 967-6402

### Principals of the Firm

**Name:** Jacqueline Vale

**Address:** 13 Villa Farm Circle  
Monroe, NJ 08831

**Title:** Managing Member (11 Years)

**Years of Construction Experience:** 18 Years

**Magnitude & Type of Work:** Accounting/Office Management

**In What Capacity:** \$80 Million

**Name:** Manuel DaRocha

**Address:** 208 W. Greystone Road  
Old Bridge, NJ 08857

**Title:** Managing Member (11 Years)

**Years of Construction Experience:** 30 Years

**Magnitude & Type of Work:** Field Operations

**In What Capacity:** \$80 Million

## Request for Taxpayer Identification Number and Certification

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

Print or type  
 See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Black Rock Enterprises, LLC.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>S</b> <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) <b>1316 Englishtown Road</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Old Bridge, NJ 08857</b>	
7 List account number(s) here (optional)	

### 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
or											
Employer identification number											
2	6	-	2	8	7	3	1	9	4		

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jacqueline Vale</i>	Date ▶ <i>8/01/23</i>
------------------	---	-----------------------

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw3](http://www.irs.gov/fw3).

#### 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 (tuitions)
- 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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:

**Straight Edge Striping LLC**

Responsible Representative(s):  
Andrew Altobelli, President

A handwritten signature in black ink, appearing to read "Rob Angelo".

Robert Asa D'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:** 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



*State of New Jersey*

**PAUL MURPHY**  
*Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026

**SHEILA OLIVER**  
*Li. Governor*

TRENTON, NJ 08623-026  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*Acting State Treasurer*

**APPROVED**

*under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY** as a Category 5 approved Small Business Enterprise 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 (N.J.S.A.V.I) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:  
[www.njportal.com/DOR/SBERegistry/](http://www.njportal.com/DOR/SBERegistry/).

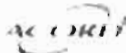


*Peter Lowick*

**Peter Lowick**  
Deputy Director

Issued: 8/18/2019  
Certification Number: A0088-27

Expiration: 8/18/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/03/2018

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

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

PRODUCER	INSURER	REVISION NUMBER
BB One Insurance Agency, Inc.	THE TRAVELERS COMPANY	21019
96 US Highway 268	THE TRAVELERS COMPANY	21019
PO Box 1	THE TRAVELERS COMPANY	21019
Augusta, GA 31302	THE TRAVELERS COMPANY	21019
231 Water Avenue	THE TRAVELERS COMPANY	21019
Madison, GA 30650	THE TRAVELERS COMPANY	21019

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER	AMOUNT
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	0181012241		1,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			1,000,000
<input checked="" type="checkbox"/> UMBRELLA			1,000,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY			1,000,000
<input checked="" type="checkbox"/> OFFICE BUILDING			1,000,000
<input checked="" type="checkbox"/> FIDELITY AND BOND			1,000,000
<input checked="" type="checkbox"/> EXCESS UMBRELLA			15,000,000 Excess over Primary \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATION / EXCLUDED (ACORD 101, Additional Remarks section may be attached if more space is required)

Certificate holder is included as an Additional Insured to the above captioned General Liability, Business Auto and Umbrella Policies on a primary and non-contributory basis for work the insured is performing provided a written contract exists requiring such a status. Additional Insured also applies to products-completed operations with respect to the above General Liability & Umbrella Policies. Per the terms of the policy, coverage for an additional insured is contingent upon an underlying written agreement with the named insured requiring such coverage. Waiver of subrogation applies in the above policies except for Workers Compensation. Umbrella follows form. General Liability & Umbrella policies do not have a third party over inclusion or exclusions related to the New York Labor Law Coverage for Licensed/Renewed Employees. \$750,000 with \$5,000 Ded.

### CERTIFICATE HOLDER

-----Evence of Coverage-----

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requestor. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1. Name (as shown on your tax return) (Print or type your name as it appears on your tax return.)

2. Business (including trust) entity name, if different from above

Print or type  
Don't check this box unless you are a

3. Check appropriate box for federal tax classification of the person whose name is shown on line 1. Check only one of the following seven boxes.

- Individual (sole proprietor or single-member LLC)
- S Corporation
- Corporation
- Partnership
- Trust or estate

If an entity completes this form for a partnership, S corporation, or trust/estate, the Partnership, S Corporation, or Trust/Estate box is the appropriate box to check. Do not check the S Corporation box for a single-member LLC that is disregarded by the IRS unless the owner of the LLC is a U.S. citizen or resident alien. Do not check the S Corporation box for a single-member LLC that is disregarded by the IRS unless the owner of the LLC is a U.S. citizen or resident alien. Do not check the S Corporation box for a single-member LLC that is disregarded by the IRS unless the owner of the LLC is a U.S. citizen or resident alien.

4. Address (number, street, and apt. or suite no.) (See instructions)

Business name and address (optional)

5. City, state, and ZIP code

6. Contact person's name (optional)

7. Exemptions (check only if you are an exempt filer. See instructions on page 3).

Exempt filer (see if any)

Exemption from FATCA reporting (see if any)

Applicable to filers who are exempt from FATCA

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN you provide must match the name given on this form to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a partner in an unincorporated entity, see the instructions on Part I later. For other entities, see the instructions on line 1. Do not leave a blank. See how to get a TIN later.

Individual TIN

1	2	3	4	5	6	7	8	9	0

OR

Employer identification number

1	2	3	4	5	6	7	8	9	0

Refer to the account if it is more than one name. See the instructions for line 1. Also see What Name and Number to Give the Requestor for guidelines on whose name to use.

**Part II Certification**

Under penalties of perjury, I certify that:

- 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 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

2. I am a U.S. citizen or other U.S. person (defined below); and

3. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must check both 2 and 3 above if you have been notified by the IRS that you are currently subject to backup withholding and you have failed to report all interest and dividends on your tax return. For other entities, see instructions. See 2 above if you are an individual. If you are an individual, you must also check 3 above if you are a U.S. citizen or other U.S. person (defined below). If you are a U.S. citizen or other U.S. person, you must also check 3 above if you are a U.S. citizen or other U.S. person (defined below). If you are a U.S. citizen or other U.S. person, you must also check 3 above if you are a U.S. citizen or other U.S. person (defined below).

Sign Here

Signature

Date 10/1/18

**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](http://www.irs.gov/formw9).

**Purpose of Form**

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) when they do your tax. For example, if you are an individual, you must provide your TIN to the requestor. If you are an entity, you must provide your TIN to the requestor. If you are an individual, you must provide your TIN to the requestor. If you are an entity, you must provide your TIN to the requestor.

- 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 1098-C (charitable debt)
- Form 1098-A (acquisition or abandonment of exempt 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 requestor with a TIN, you might be subject to backup withholding. See What Is Backup Withholding later.

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING

STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY  
0400108512

I, the Treasurer of the State of New Jersey, do hereby certify that the above named New Jersey Domestic Limited Liability Company was registered by this office on October 21, 2005.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

ANDREW ALTABELLI  
201 WILTON AVENUE  
MIDDLESEX, NJ 08846



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 25th day of July, 2019.

Elizabeth Maher Mucca  
State Treasurer





State of New Jersey

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

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

February 20, 2019

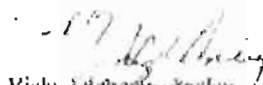
Mr. Andrew Altobelli  
DBE Liaison Officer  
Straight Edge Striping, LLC  
223 East Main Street  
Bound Brook, NJ 08805

Dear Mr. Altobelli:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement and Sexual Harassment Policy. 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 February 20, 2019, and will apply to all New Jersey Department of Transportation contracts for which your firm serves as a 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.

  
Vicki Lightfoot-Anstey  
Acting Director  
Division of Civil Rights and Affirmative Action

VT-A/smm  
c: file



201 Wilton Avenue  
Middlesex, NJ 08846  
Tel: 732.302.3001  
Fax: 732.489.4812  
[www.straightedgetrafficstriping.com](http://www.straightedgetrafficstriping.com)

***Straight Edge Striping Recent Roadwork List:***

GC. Black Rock

Project: DP21117 Route 28

Contact: Saeed P. (732-967-6400)

Amount: \$75,719.35

Date Completed: 12/17/2022

GC. Earle Asphalt

Project: Improvements to Berkeley Roads – Berkeley, NJ

Contact: Antonio B. (732-308-1113)

Amount: \$15,799.50

Date Completed: 12/8/2022

GC. DLS Construction

Project: 2022 Capital Roadway – Maplewood, NJ

Contact: Dragana (973-661-4188)

Amount: \$26,836.50

Date Completed: 9/9/2022

GC. D & L Paving

Project: Clinton Avenue Roadway – Northvale, NJ

Contact: Tracey (973-667-7300)

Amount: \$8,667.60

Date Completed: 12/8/2022