



**OWEN,  
LITTLE  
& ASSOCIATES  
INC.**

Engineers  
Planners  
Surveyors  
GIS Specialists

Frank J. Little, Jr., P.E., P.P., C.M.E.  
Douglas F. Klee, P.E., P.P., C.M.E.  
William J. Berg, P.L.S.

November 28, 2022

**Christine Hannemann, RMC  
Borough of Surf City  
813 Long Beach Blvd.  
Surf City, NJ 08008**

**Re: 2022 Municipal Road Improvement Project  
Shore Avenue  
Borough of Surf City  
OLA File No. SC-22-MR SHORE**

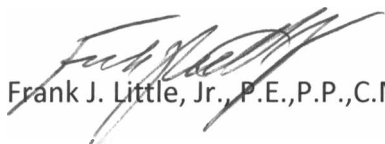
Dear Christine:

Enclosed please find the Agreement, Performance Bond, Payment Bond, Affirmative Action Agreement, Notice of Award, Certificate of Insurance and Project Manning Report from Earle Asphalt Co., for the above referenced project.

Please execute all three (3) original agreements and return one (1) executed package directly to Earle Asphalt Co., and one (1) executed package to our office so we may transmit the required Notice to Proceed.

Should you have any questions or require any additional information, please do not hesitate to call.

Very truly yours,



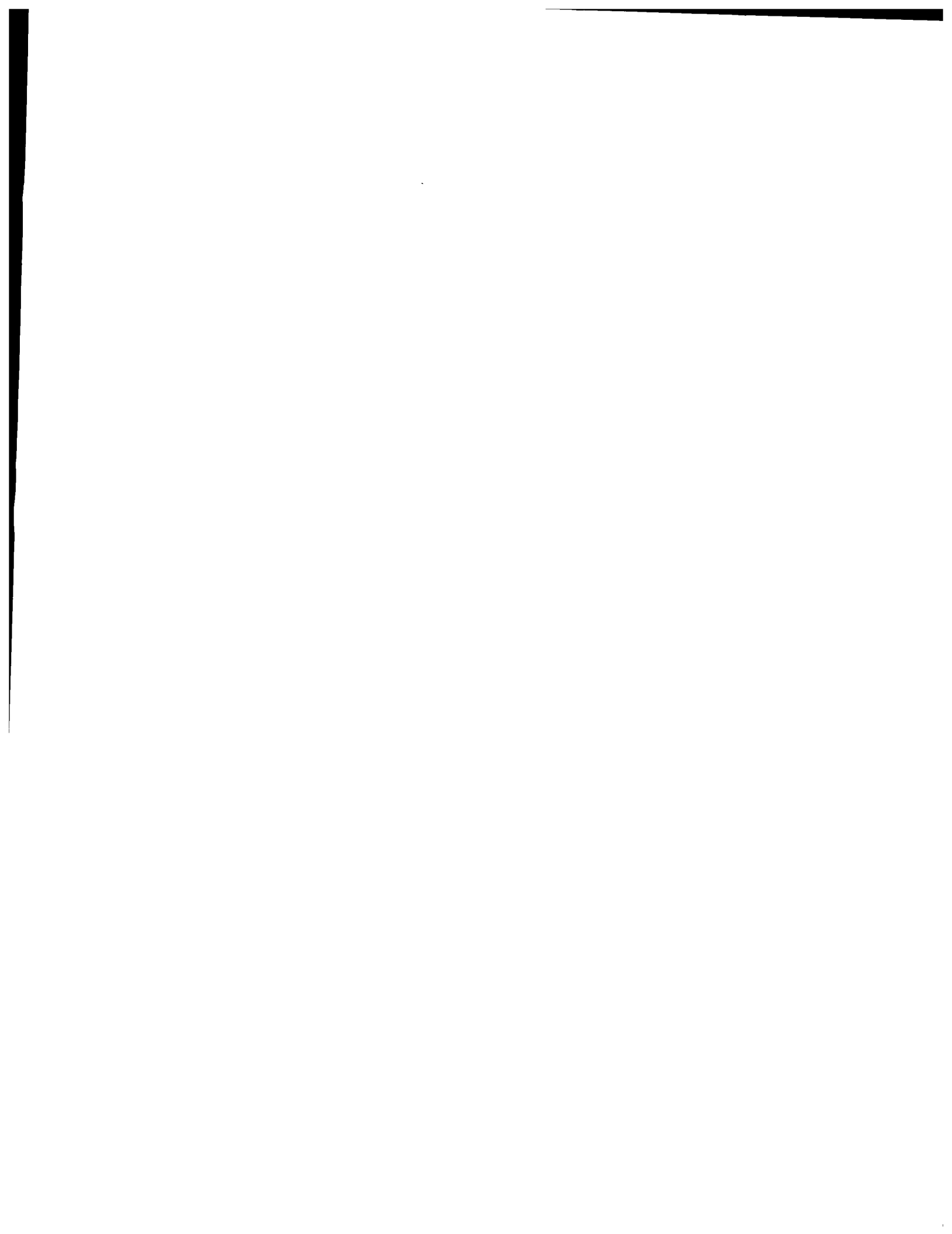
Frank J. Little, Jr., P.E., P.P., C.M.E.

FJL:blg

Encl.

W:\Projects\Clerical\Surf City\Specifications\CH-exagree-22MR-Shore Ave.doc

443 Atlantic City Blvd.  
Beachwood, NJ 08722  
732-244-1090  
Fax 732-341-3412  
www.owenlittle.com  
info@owenlittle.com





Owen Little & Associates, Inc.

LETTER OF TRANSMITTAL

443 Atlantic City Boulevard  
Beachwood, NJ 08722  
(732) 244-1090 - Phone  
(732) 341-3412 - Fax

To: Christine Hannemann, RMC  
Borough of Surf City  
813 Long Beach Blvd.  
Surf City, NJ 08008

Date: October 14, 2022  
Job No.: SC-22-SHORE  
Attention: Christine  
Re: 2022 Municipal Road Improvement Project  
Shore Avenue

We are sending you  Attached  Under Separate cover via \_\_\_\_\_ the following items:

- Shop Drawings       Prints       Plans       Samples       specifications
- Copy of Letter       Change Order       \_\_\_\_\_

COPIES	DATE	NO	DESCRIPTION
1			Plans, Specs and CD

THESE ARE TRANSMITTED as checked below:

- For approval       Approved as submitted       Resubmit \_\_\_ copies for approval
- For your use       Approved as noted       Submit \_\_\_ copies for distribution
- As requested       Returned for Corrections       Return \_\_\_ corrected prints
- For review and comment       \_\_\_\_\_
- FOR BIDS DUE 11/3/22       PRINTS RETURNED AFTER LOAN TO US

REMARKS:


Copy To \_\_\_\_\_ Signed: Bonnie L. Golden, Administrative Assistant



## AGREEMENT

THIS AGREEMENT, made this 18<sup>th</sup> day of November, 2022, by and between Borough of Surf City, hereinafter called "OWNER"

(Name of Owner), (an Individual)

and Earle Asphalt Company doing business as (an Individual), or (a Partnership,) or (a corporation) hereinafter called CONTRACTOR.

WITNESSTH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of 202 Municipal Road Improvement Project – Shore Avenue
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work as required by the CONTRACT DOCUMENTS and will complete the same in the time periods specified in the SPECIAL CONDITIONS of the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$364,213.13 \$Three Hundred Sixty Four Thousand Two Hundred Thirteen Dollars and Thirteen Cents  
(Figures) (Price in Words)  
or as shown in the BID Schedule.
5. The term CONTRACT DOCUMENTS means and includes the following:

Notice to BIDDERS

Instruction to BIDDERS

BID Documents

Bid/Bid Schedule

Bid Guarantee

Certificate From A Surety Company

Certificate as to Corporate Principal

Statement Of Ownership Disclosure

List Of Subcontractors

Acknowledgement Of Receipt Of Notices, Revisions, Or Addenda

New Jersey Business Registration Form

Public Works Contractor Registration Form

Non-Collusion Affidavit

Affirmative Action Affidavit

Experience Questionnaire

Experience Certification

Acknowledgement of Liquidated Damages

Acknowledgement of Prevailing Wages

Acknowledgement of Alternative Dispute Resolution Clause

Disclosure of Investment Activities in Iran

Performance Bond

Payment Bond

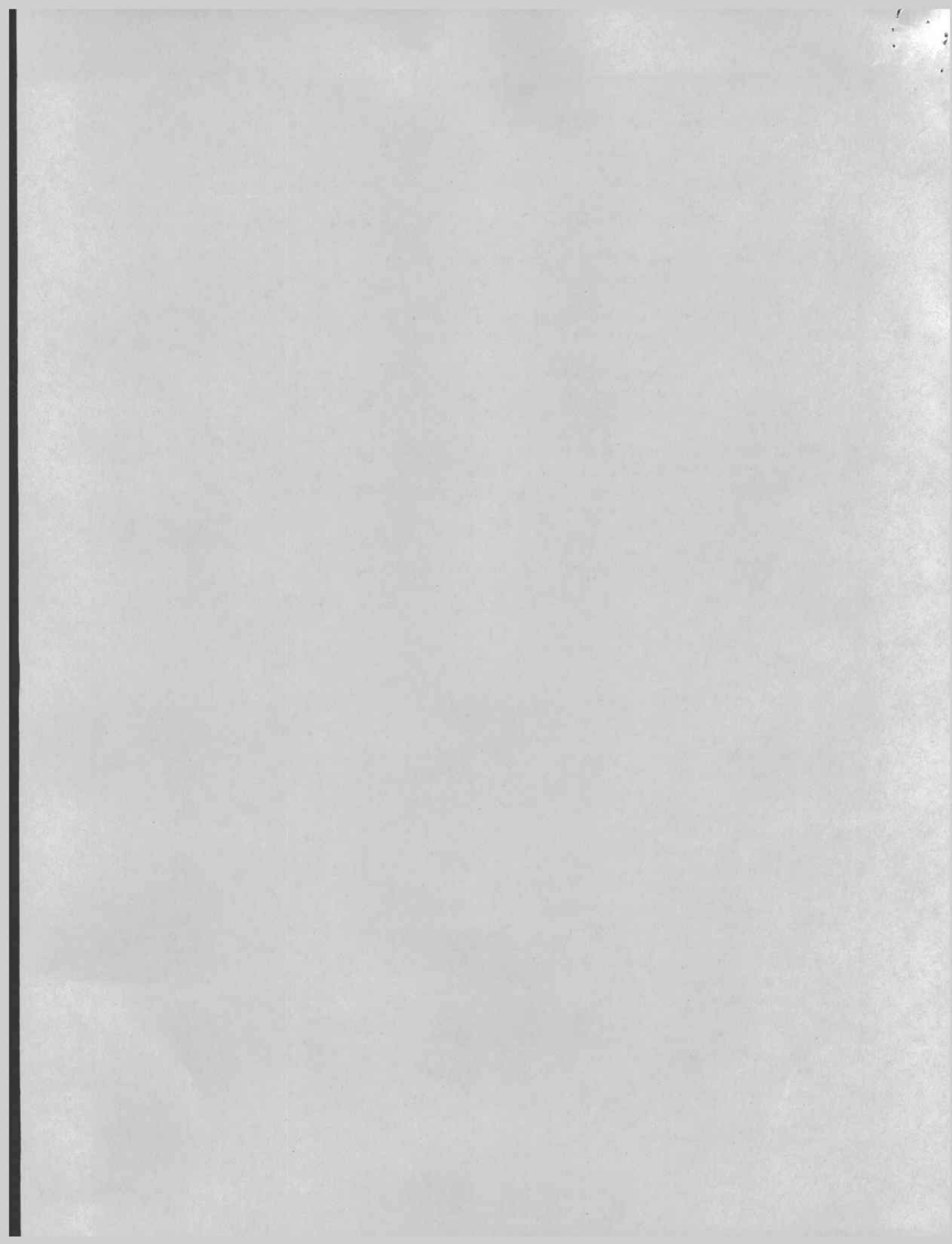
Agreement

Affirmative Action Agreement

Indemnification Agreement

Notice Of Award

Notice To Proceed



GENERAL CONDITIONS  
SPECIAL CONDITIONS  
TECHNICAL SPECIFICATIONS  
CHANGE ORDER  
RELEASES

DRAWINGS prepared by Owen, Little & Associates, Inc.  
numbered 1 through 9, and dated 10/05/2022  
SPECIFICATIONS prepared or issued by \_\_\_\_\_  
Owen, Little & Associates, Inc.  
dated October 2022.

ACKNOWLEDGEMENT is hereby made of the following ADDENDA received since the issuance of the Contract Documents:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_

6. The CONTRACT DOCUMENTS comprise the documents as listed in Article 5 of this Agreement. In the event that any provisions of one Document conflict with the provisions of another Document, the provision in the document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this Instrument)
- B. Addenda to the Contract Documents
- C. Modifications to the Contract Documents
- D. Remaining legal and procedural documents
  - 1. Bid
  - 2. Notice to Bidders
  - 3. Instruction to Bidders
- E. General Conditions
- F. Special Conditions
- G. Technical Specification
- H. Plans/Drawings
- I. Bonds
- J. Releases

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions/Supplemental General Conditions such amounts as required by the CONTRACT DOCUMENTS.

8. Alternative Dispute Resolution NJSA 40A:11-50 - In the event that a construction dispute shall arise between the parties which the parties can not themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be presented to an independent party, to be selected by the Municipality, for mediation before proceeding with any other form of dispute resolution including submission to a Court of Competent Jurisdiction such mediation shall be a prerequisite required before the institution of litigation and for failure to submit to such mediation the defendant in any such action may assert such failure as a defense and cause the litigation to be dismissed. In the event a dispute arises which requires mediation the non-prevailing party in any such mediation shall bear the entire cost and expense of the mediation, save for attorneys fees. In the event that neither party prevails and that a compromise is negotiated by the mediator the cost of the mediation, save for attorneys fees, shall be equally borne by the parties. In all events each party shall bear their own attorney's fees and witness fees.

9. In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-317(a)24 and 4.17(a)24, the Contractor (and all Subcontractors) shall comply with all of the provisions of N.J.A.C. 7:22-9, as adopted in Supplemental Conditions within.





10. CONTRACTOR may be debarred, suspended, or disqualified from any project financially assisted by the State or the Department if the CONTRACTOR commits any of the acts listed in N.J.A.C. 7:1-5.2.

11. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The undersigned is an Individual  
a Partnership under the laws of the State of New Jersey  
a Corporation,

\_\_\_\_\_ having principal offices at 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in ( 3 ) copies each of which shall be deemed an original on the date first above written



OWNER: [Signature]  
By Borough of Surf City  
Name Francis R. Hodgson  
(Please Type)  
Title Mayor  
Date 12/1/22

(SEAL)

ATTEST:  
[Signature]  
Name Christine Hannemann  
(Please Type)  
Title Municipal Clerk/Admin  
Date 12/1/22

CONTRACTOR:  
Earle Asphalt Company  
By [Signature]  
Name Brian M. Cooper, PE  
(Please Type)  
Title Manager of Engineering  
Address P.O. Box 556  
Farmingdale, NJ 07727  
Date November 21, 2022

(SEAL)

ATTEST:  
[Signature]  
Name Michael G. Earle  
(Please Type)  
Title Secretary  
Date November 21, 2022

*[Faint, illegible handwriting]*



*[Faint, illegible text]*



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Earle Asphalt Company  
(Name of Contractor)  
P.O. Box 556, Farmingdale, NJ 07727  
(Address of Contractor)

a Corporation, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, or Individual)

Federal Insurance Company  
(Name of Surety)  
202B Hall's Mill Road, Whitehouse Station, NJ 08889  
(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

Borough of Surf City  
(Name of Owner)  
813 Long Beach Boulevard, Surf City, NJ, 08008  
(Address of Owner)

hereinafter called OWNER, in the total aggregate sum of \_\_\_\_\_  
three hundred sixty-four thousand two hundred thirteen 13/100 Dollars (\$ 364,213.13 )  
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated 18th day of November 20 22, a copy of which is hereto attached and made a part hereof for the construction of:

2022 Municipal Road Reconstruction Project - Shore Avenue  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

11

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each  
(Number)  
one of which shall be deemed an original, this the 22nd day of November, 2022.

ATTEST: Earle Asphalt Company  
(Principal)

Michael G. Earle  
(Principal) Secretary  
Michael G. Earle

By: [Signature] (s)  
Brian W. Cooper, PE, Manager of Engineering

(SEAL)  
Debra Fraser  
(Witness as to Principal)  
Debra Fraser  
P.O. Box 556, Farmingdale, NJ 07727  
(Address)

P.O. Box 556, Farmingdale, NJ 07727  
(Address)

ATTEST: Federal Insurance Company  
(Surety)

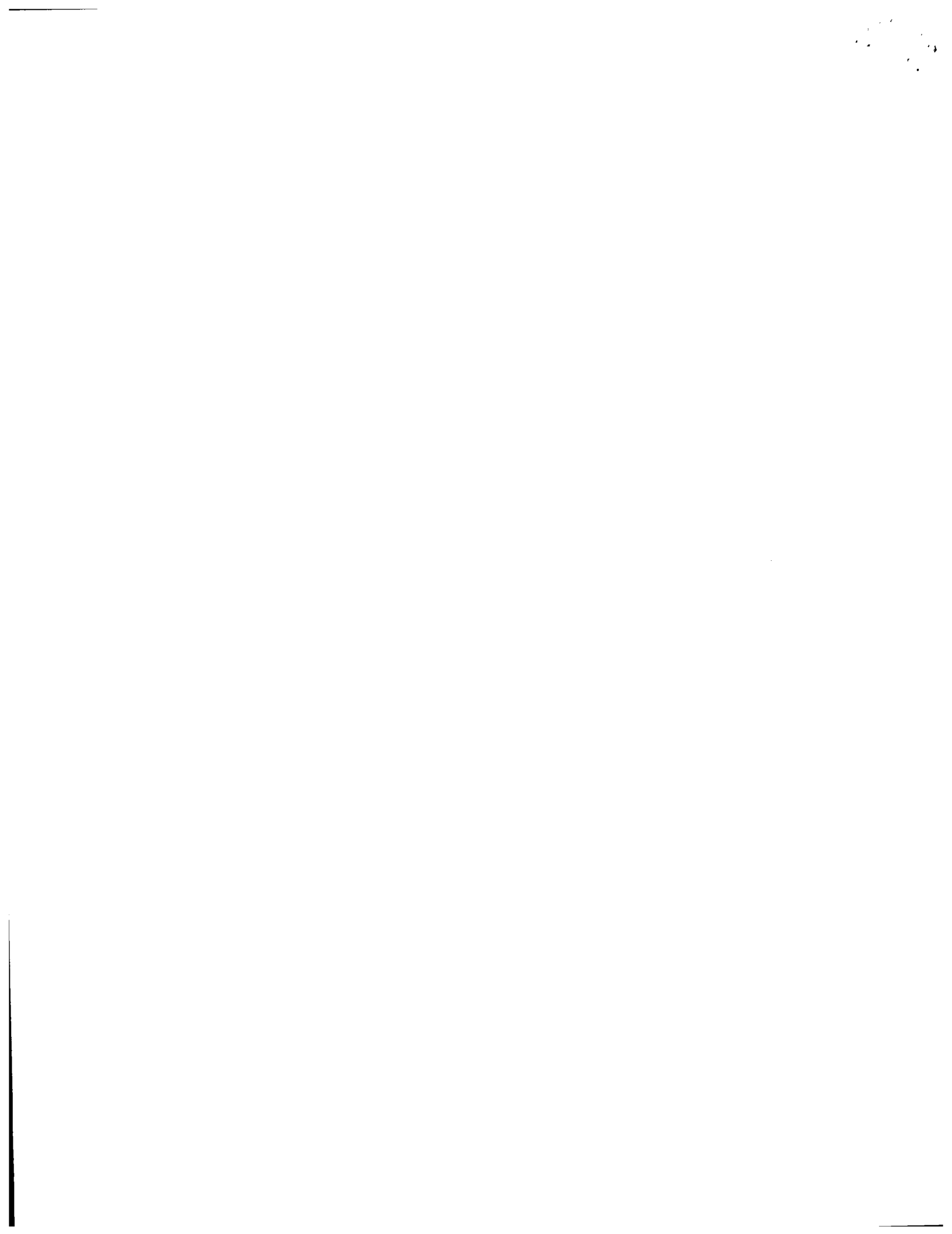
[Signature]  
(Witness as to Surety) Imani Schley

By: [Signature]  
Donna M Planeta, Attorney-in-Fact



10 State House Square, Floor 11, Hartford, CT 06103  
(Address)

10 State House Square, Floor 11, Hartford, CT 06103  
(Address)



**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Earle Asphalt Company  
(Name of Contractor)

P.O. Box 556, Farmingdale, NJ 07727  
(Address of Contractor)

a Corporation, hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual)

Federal Insurance Company  
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

Borough of Surf City  
(Name of Owner)

813 Long Beach Boulevard, Surf City, NJ, 08008  
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of three hundred sixty-four thousand two hundred thirteen 13/100 Dollars (\$ 364,213.13 )

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 18th day of November, 20 22, a copy of which is hereto attached and made a part hereof for the construction of:

2022 Municipal Road Reconstruction Project - Shore Avenue  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.





PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in 3 counterparts, each of (Number) which shall be deemed an original, this the 22nd day of November, 2022

ATTEST:

Earle Asphalt Company  
(Principal)

Michael G. Earle

(Principal) Secretary Michael G. Earle

(SEAL)

By: [Signature] (s) Brian M. Cooper, PE, Manager of Engineering  
P.O. Box 556, Farmingdale, NJ 07727  
(Address)

Debra Fraser  
(Witness as to Principal)  
P.O. Box 556, Farmingdale, NJ 07727  
(Address)

Debra Fraser

Federal Insurance Company  
(Surety)

ATTEST:

[Signature]  
(Witness as to Surety) Imani Schley  
10 State House Square, Floor 11, Hartford, CT 06103  
(Address)

By: [Signature]  
(Attorney-in-Fact) Donna M Planeta  
10 State House Square, Floor 11, Hartford, CT 06103  
(Address)



NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.



# 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. Chloros*

Dawn M. Chloros, 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. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **22nd Day of November 2022.**



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis  
 December 31, 2021  
 (in thousands)


<b>ASSETS</b>		<b>LIABILITIES AND SURPLUS TO POLICYHOLDERS</b>	
Cash and Short Term Investments	\$ (567,306)	Outstanding Losses and Loss Expenses	\$ 8,701,383
United States Government, State and Municipal Bonds	4,271,534	Reinsurance Payable on Losses and Expenses	1,484,196
Other Bonds	5,994,873	Unearned Premiums	2,400,711
Stocks	675,588	Ceded Reinsurance Premiums Payable	386,332
Other Invested Assets	<u>1,847,712</u>	Other Liabilities	<u>498,472</u>
<b>TOTAL INVESTMENTS</b>	<u>12,022,201</u>	<b>TOTAL LIABILITIES</b>	<u>13,451,094</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	414,838	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	354,896	Unassigned Funds	<u>1,903,522</u>
Chubb Indemnity Ins. Co.	183,242	<b>SURPLUS TO POLICYHOLDERS</b>	<u>4,635,976</u>
Chubb National Ins. Co.	190,801		
Other Affiliates	116,373		
Premiums Receivable	1,726,853		
Other Assets	<u>3,078,466</u>		
<b>TOTAL ADMITTED ASSETS</b>	<u>\$ 18,087,070</u>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<u>\$ 18,087,070</u>

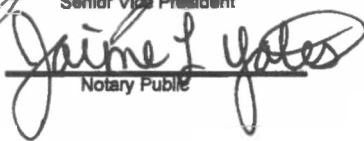
Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2021, investments with a carrying value of \$509,085,162 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA  
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2021.

Sworn before me this March 16, 2022

  
 \_\_\_\_\_  
 Senior Vice President

  
 \_\_\_\_\_  
 Notary Public

September 19, 2023  
 \_\_\_\_\_  
 Notary Public

Commonwealth of Pennsylvania - Notary Seal  
 Jaime L. Yates, Notary Public  
 Philadelphia County  
 My commission expires September 19, 2023  
 Commission number 1357070  
 Member, Pennsylvania Association of Notaries



# CHUBB

## SURETY DISCLOSURE STATEMENT AND CERTIFICATION NEW JERSEY PUBLIC WORKS SURETY BONDS (pursuant to N.J.S.A. 2A: 44-143)

**Federal Insurance Company, Vigilant Insurance Company and/or Pacific Indemnity Company**, the Surety(ies) on the attached bond, hereby certify(ies) the following:

- 1) The Surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Banking and Insurance.
- 2) The capital (where applicable) and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the Surety participating in the issuance of the attached bond is in the following amount(s) as of the calendar year ended December 31<sup>st</sup>, 2021.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
<b>Federal Insurance Company</b>	\$ 20,980,000	\$ 4,635,976,000
<b>Vigilant Insurance Company</b>	\$ 4,500,000	\$ 354,696,000
<b>Pacific Indemnity Company</b>	\$ 5,535,000	\$ 3,702,668,000

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 787 Seventh Avenue, New York, NY 10019, and are included in the Annual Statements on file with the New Jersey Department of Banking and Insurance, 20 West State Street, CN- 325, Trenton, NJ 08625-0325.

- 3) (a) With respect to each Surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein and the date as of which that limitation was effective are as follows:

<u>Surety Company</u>	<u>Limitation Per Bond</u>	<u>Effective Date</u>
<b>Federal Insurance Company</b>	\$ 445,273,000	July 1, 2022
<b>Vigilant Insurance Company</b>	\$ 35,470,000	July 1, 2022
<b>Pacific Indemnity Company</b>	\$ 370,267,000	July 1, 2022

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

Not Applicable

- 4) The amount of the bond to which this statement and certification is attached is \$ 364,213.13.
- 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 reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

Not Applicable and;
  - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under 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 the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### CERTIFICATE

I, Stephen M. Haney, as Vice President of **Federal Insurance Company**, a corporation domiciled in Indiana, **Vigilant Insurance Company**, a corporation domiciled in New York, and **Pacific Indemnity Company**, a corporation domiciled in 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 are false, this bond is voidable.

By:



Stephen M. Haney, Vice President





(REVISED 2016)

**AFFIRMATIVE ACTION AGREEMENT  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

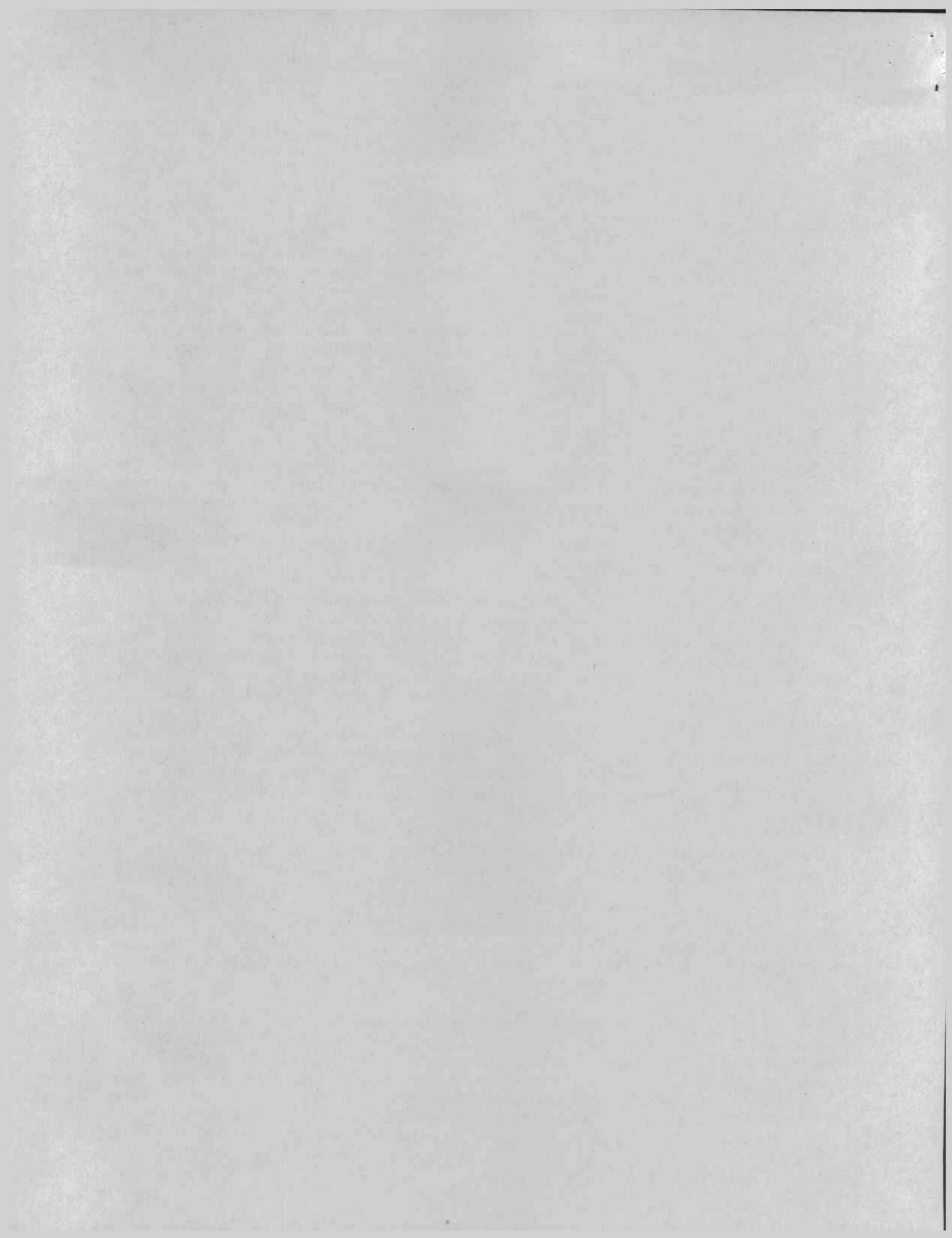
The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees as may be applicable to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

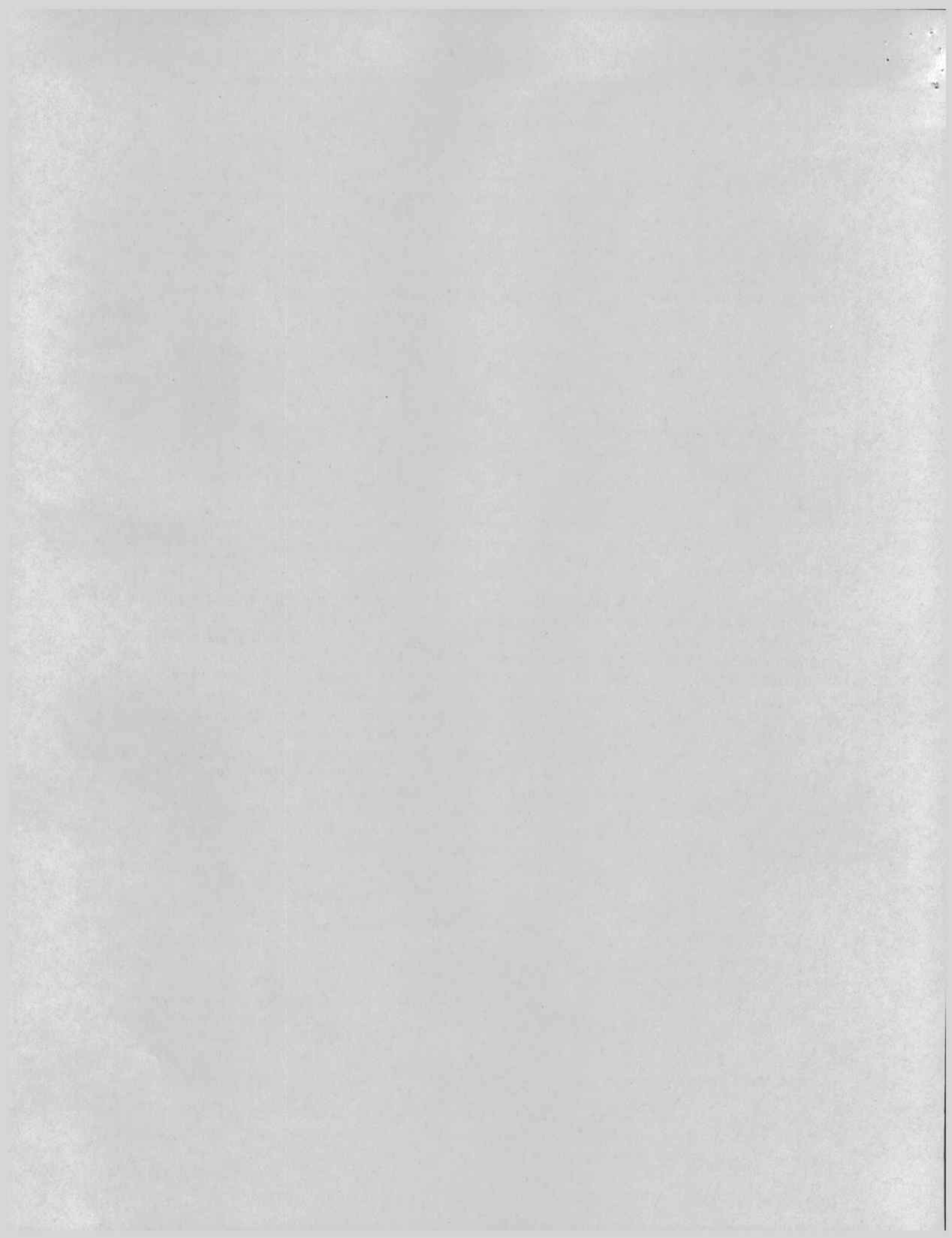
(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as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

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

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

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

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



(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

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

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

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

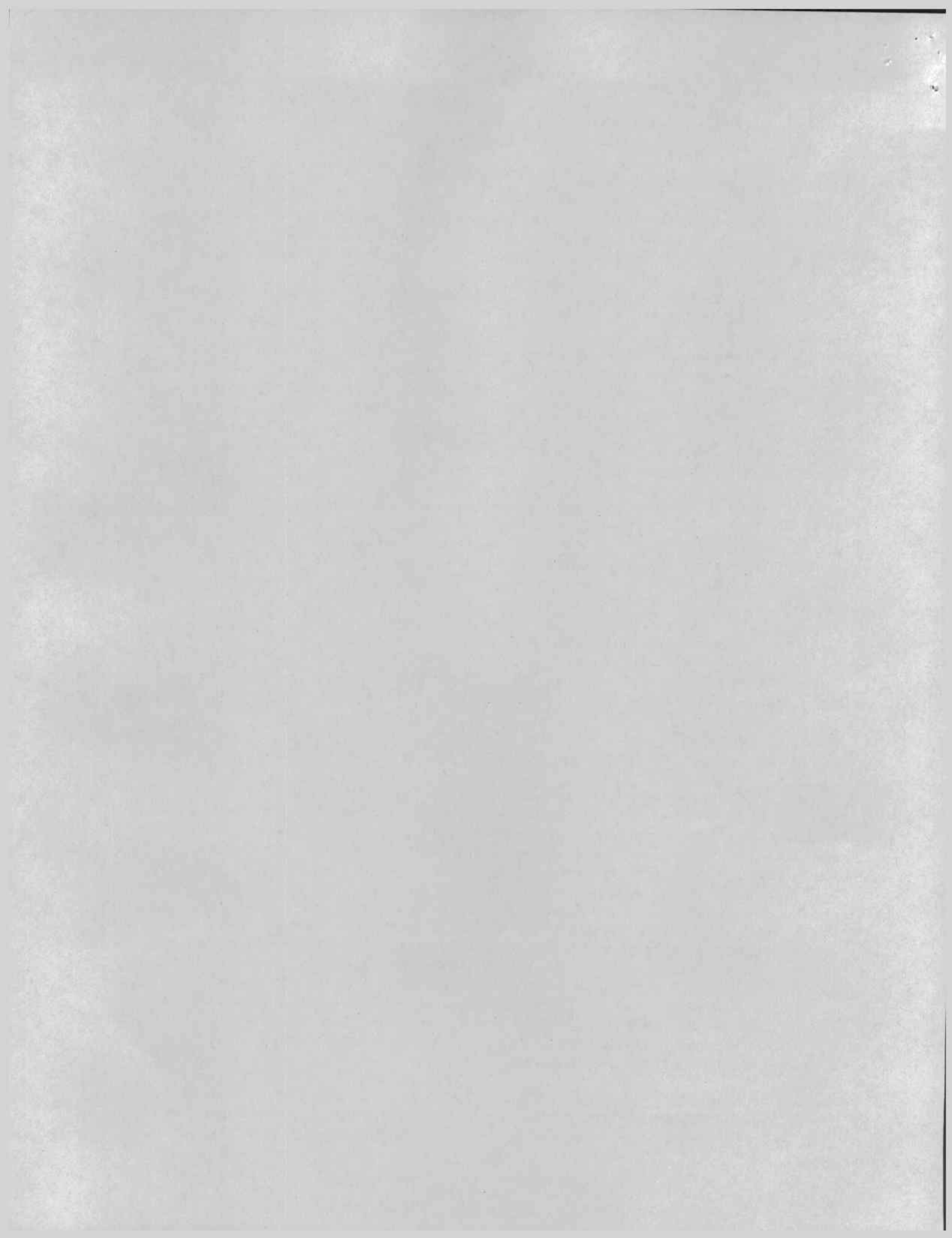
(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the Public Agency Compliance Officer and the Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C.



17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

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

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

Company: Earle Asphalt Company Date: November 21, 2022

Signature:  Title: Manager of Engineering  
Brian M. Cooper, PE







**NOTICE OF AWARD**

TO: Brian Cooper, P.E.  
Earle Asphalt Company  
P.O. Box 556  
Farmingdale, NJ 07727

Project Description: 2022 Municipal Road Improvement Project – Shore Ave, Borough of Surf City

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated October 14, 2022.

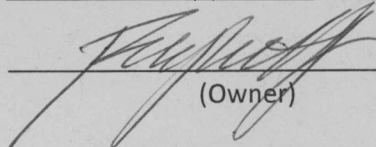
You are hereby notified that your BID has been accepted for items in the amount of \$364,213.13.

You are required by the Notice To Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

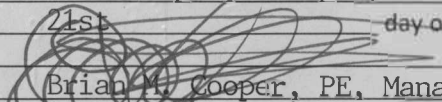
Dated this 18th day of November, 2022.

  
\_\_\_\_\_  
(Owner)

By: Frank J. Little, Jr., P.E., P.P., C.M.E.  
Title: Municipal Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: \_\_\_\_\_  
Earle Asphalt Company

this the 21st day of November, 2022  
By:   
Title: Brian M. Cooper, PE, Manager of Engineering





EARLASP-01

OKAY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2022

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> Valley Forge Captive Advisors 630 Freedom Business Center Drive Suite 203 King Of Prussia, PA 19406	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(610) 458-3659</b>		FAX (A/C, No): <b>(484) 965-9627</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>Earle Asphalt Company</b> 1800 Route 34, Bld 2, Ste 205 Wall, NJ 07719	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Zurich American Insurance Company</b>		<b>16535</b>
	<b>INSURER B : XL Specialty Insurance Company</b>		<b>37885</b>
	<b>INSURER C : Great American Insurance Company</b>		<b>16691</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

### COVERAGES

CERTIFICATE NUMBER:

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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO0081960	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0081961	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea 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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00083090LI22A	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0081959	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	<b>Commercial Excess/Um</b>			TUE2465717	3/1/2022	3/1/2023	Limit	13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project - 2022 Municipal Road Reconstruction Project - Shore Avenue

Owen Little and Associates, Inc. and Borough of Surf City are included as additional insureds where required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

Borough of Surf City  
813 Long Beach Boulevard  
Surf City, NJ 08008

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2022

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 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).

PRODUCER Liberty Insurance Associates, Inc. 525 State Route 33 Millstone Twp. NJ 08535		CONTACT NAME: Lisa Macaluso PHONE (A/G, No, Ext): (732) 792-7000 E-MAIL ADDRESS: lmacaluso@lianet.com		FAX (A/G, No):
INSURED Earle Asphalt Co. 1800 Route 34, Suite 205 Wall NJ 07719		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Cos. INSURER B: Hanover Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

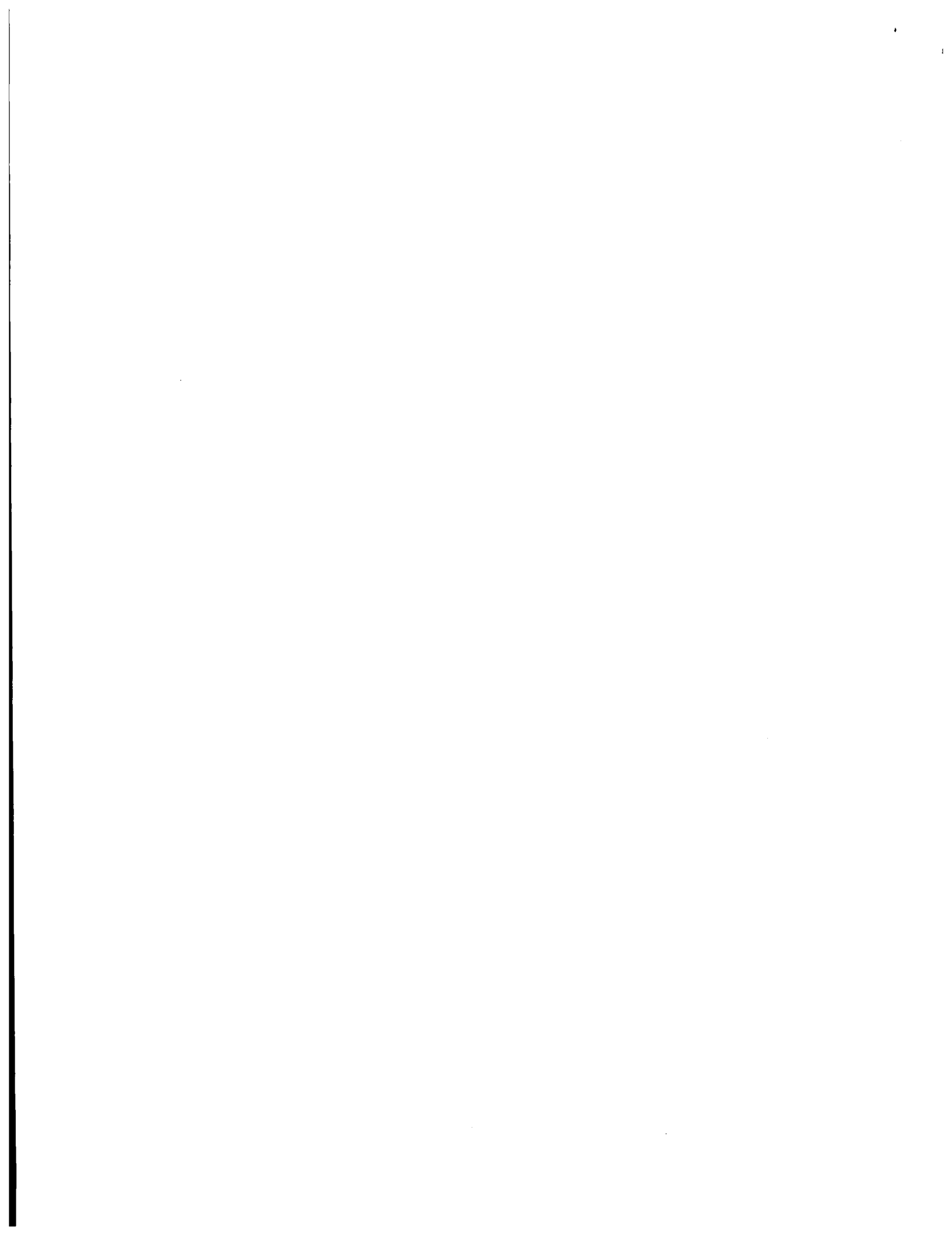
COVERAGES CERTIFICATE NUMBER: 22-23 EAC REVISION NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OPAGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution	X		CSE862983913	3/21/2022	3/21/2023	\$5,000,000 Occ \$10,000,000Agg
B	Inland Marine/Mobile Equipment			RHY-H537148	3/21/2022	3/21/2023	Leased/rented/ \$1,000,000 Owned-Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project - 2022 Municipal Road Reconstruction Project - Shore Avenue. Owen Little and Associates, Inc. and Borough of Surf City are included as additional insured if required in a written contract with our insured subject to the policy terms and conditions.

CERTIFICATE HOLDER Borough of Surf City 813 Long Beach Boulevard Surf City, NJ 08008	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 Lisa Macaluso/LMACAL <i>Lisa Macaluso</i>
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# STATE OF NEW JERSEY

DIVISION OF CONTRACT COMPLIANCE  
EQUAL EMPLOYMENT OPPORTUNITY IN PUBLIC CONTRACTS

**Official Use Only**

Assignment \_\_\_\_\_

Code \_\_\_\_\_

FORM AA-201

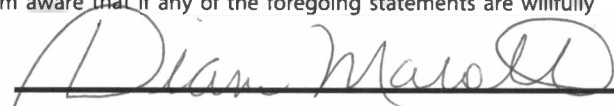
Revised 10/03

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

**For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)**

<b>1. FID NUMBER</b> 22-1841600		<b>2. CONTRACTOR ID NUMBER</b> 242		<b>5. NAME AND ADDRESS OF PUBLIC AGENCY AWARING CONTRACT</b> Name: Borough of Surf City Address: 813 Long Beach Boulevard Surf City, NJ 08008							
<b>3. NAME AND ADDRESS OF PRIME CONTRACTOR</b> Earle Asphalt Company <small>(Name)</small> P.O. Drawer 556 <small>(Street Address)</small> Farmingdale NJ 07727 <small>(City) (State) (Zip Code)</small>				<b>CONTRACT NUMBER</b> 11/18/21		<b>DATE OF AWARD</b> 11/18/21		<b>DOLLAR AMOUNT OF AWARD</b> \$364,213.13			
<b>4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]</b>				<b>6. NAME AND ADDRESS OF PROJECT</b> Name: 2022 Municipal Road Reconstr Address: Project - Shore Avenue		<b>7. PROJECT NUMBER</b>		<b>8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES NO X</b>			
<b>9. TRADE OR CRAFT</b>		<b>PROJECTED TOTAL EMPLOYEES</b>				<b>PROJECTED MINORITY EMPLOYEES</b>				<b>PROJECTED PHASE - IN DATE</b>	<b>PROJECTED COMPLETION DATE</b>
		<b>MALE</b>		<b>FEMALE</b>		<b>MALE</b>		<b>FEMALE</b>			
		J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER		7				1				3/15/23	5/12/23
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER		12				3				3/15/23	5/12/23
19. OTHER											
20. OTHER											

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

  
(Signature)

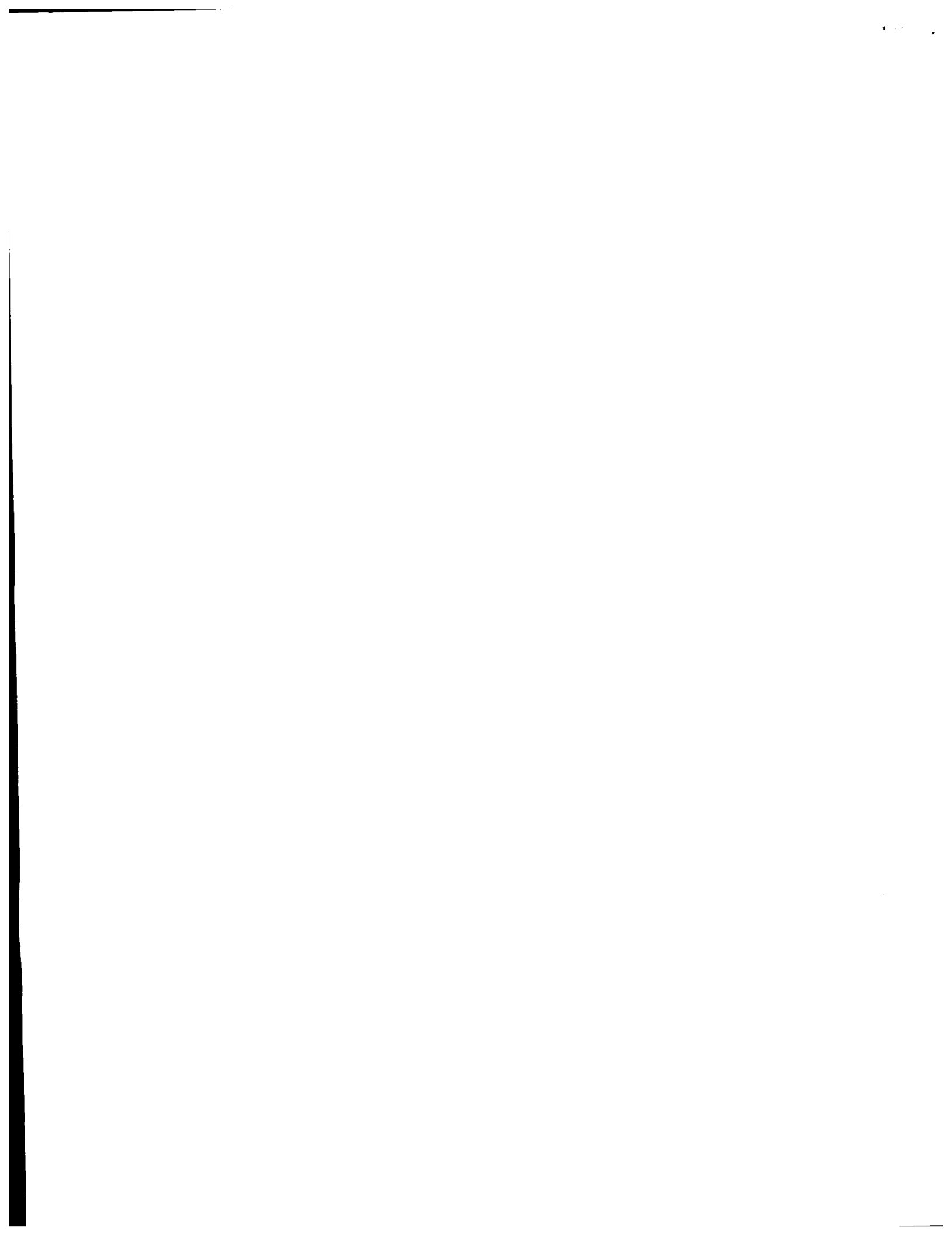
10. Diane Marotta  
(Please Print Your Name)

EEO  
(Title)

732 308-1113 203  
(Area Code) (Telephone Number) (Ext.)

November 21, 2022

(Date)








# ENGINEER'S ESTIMATE

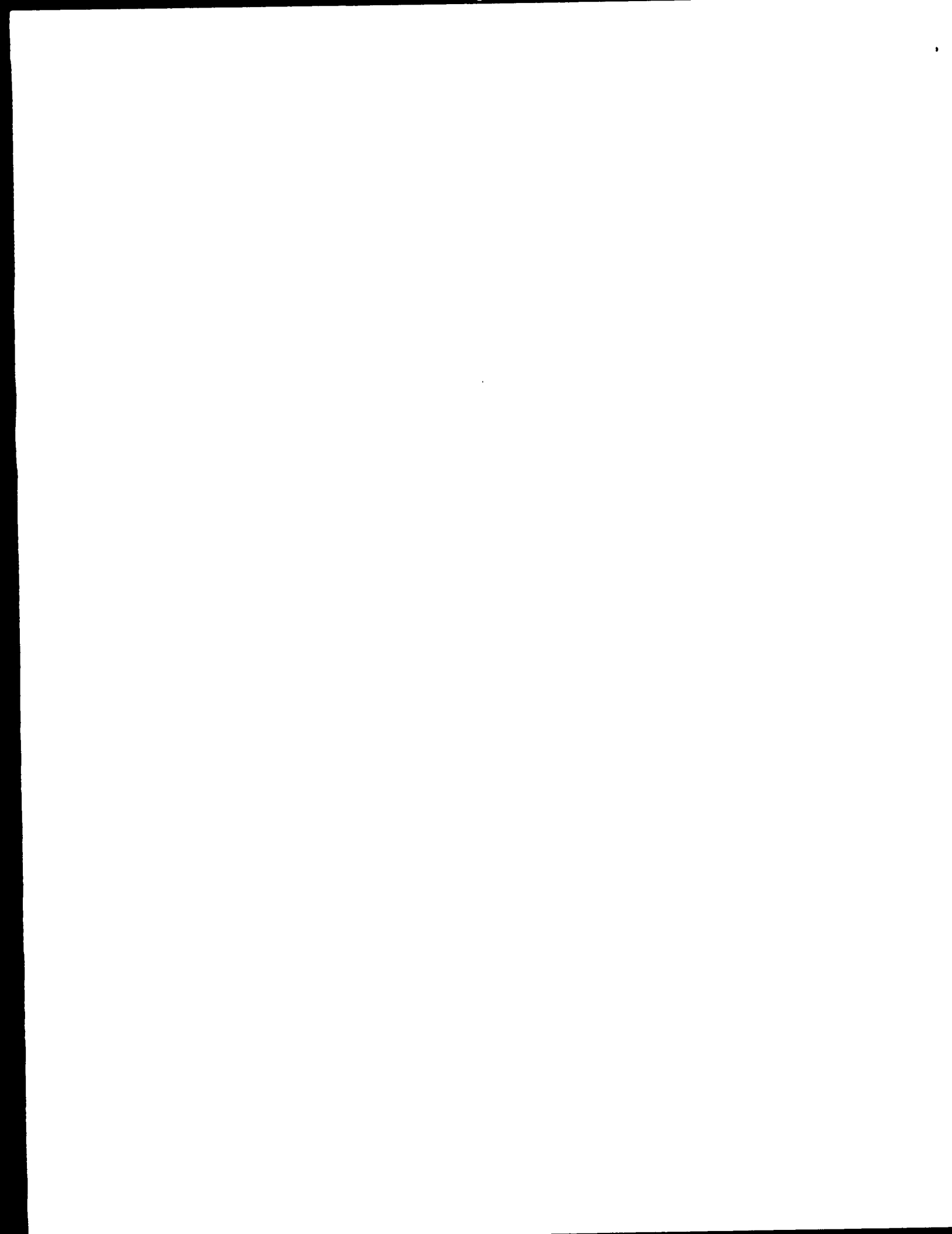
Date: 7/5/2022

Project Name: SFY 2021 Road Reconstruction/Improvement Project - Shore Avenue  
 Project No.: SC-21-RDS  
 Project Type: NJDOT Municipal Aid - FY2021 Road Reconstruction  
 Municipality: Borough of Surf City  
 Prepared By: Andrew Marshall Jr., P.E., P.L.S., C.M.E., P.P.

Item	Description	Quantity	Unit Price	Amount
1.	Performance Bond	1 LS	\$2,500.00	\$2,500.00
2.	Payment Bond	1 LS	\$2,500.00	\$2,500.00
3.	Construction Layout	1 LS	\$5,000.00	\$5,000.00
4	Mobilization	1 LS	\$5,000.00	\$5,000.00
5	Price Adjustments - Fuel	1 LS	\$1,000.00	\$1,000.00
6	Price Adjustments - Asphalt	1 LS	\$1,000.00	\$1,000.00
7	Traffic Control - Traffic Director/Flagger	40 HRS	\$100.00	\$4,000.00
8	Construction Signs	50 SF	\$50.00	\$2,500.00
9	Traffic Control - Barricades	10 EA	\$50.00	\$500.00
10	Soil Erosion and Sediment Control	150 SF	\$50.00	\$7,500.00
11	Concrete Curb	1000 LF	\$30.00	\$30,000.00
12	Concrete Sidewalk	150 SY	\$25.00	\$3,750.00
13	Type "E" Inlets	10 EA	\$4,000.00	\$40,000.00
14	Drainage Pipe 8-inch Perforated	1200 LF	\$75.00	\$90,000.00
15	Mill Pavement/Disposal	4000 SY	\$4.00	\$16,000.00
16	Handicap Ramps	50 SY	\$35.00	\$1,750.00
17	Hot Mix Asphalt Intermediate Course, 3 inch thick	200 TNS	\$100.00	\$20,000.00
18	Hot Mix Asphalt (HMA) Top Course 2 1/2 inch thick	2000 TNS	\$100.00	\$200,000.00
19	Traffic Stripes	400 LF	\$3.50	\$1,400.00
20	Traffic Markings	100 SF	\$25.00	\$2,500.00
21	Turf Repair Strip	1600 LF	\$3.50	\$5,600.00
22	Driveway Restoration	300 SY	\$20.00	\$6,000.00

**Total Construction Cost** \$448,500.00  
**Contingencies 15%** \$67,275.00  
**Design & Inspection Fee (10%)** \$44,850.00  
**Total Estimated Project Cost** \$560,625.00

  
 Frank J. Little, Jr., P.E., P.P., C.M.E.  
 Borough Engineer





Owen Little & Associates, Inc.

# LETTER OF TRANSMITTAL

443 Atlantic City Boulevard  
Beachwood, NJ 08722  
(732) 244-1090 - Phone  
(732) 341-3412 - Fax

To: Christine Hannemann, RMC  
Borough of Surf City  
813 Long Beach Blvd.  
Surf City, NJ 08008

Date: November 3, 2022  
Job No.: SC-22-SHORE  
Attention: Christine  
Re: 2022 Municipal Road Improvement Project  
Shore Avenue  
\*Checks for Specs\*

We are sending you  Attached  Under Separate cover via \_\_\_\_\_ the following items:

- Shop Drawings       Prints       Plans       Samples       specifications
- Copy of Letter       Change Order       \_\_\_\_\_

COPIES	DATE	NO	DESCRIPTION
1	10/17/22	041900	Mathis Construction - \$50.00
1	10/17/22	2010016	C.J. Hesse, Inc. - \$50.00
1	10/17/22	137728566	Earle Asphalt - \$50.00
1	10/19/22	154465	ConstructConnect -\$50.00
1	10/19/22	1655	Shore Connection, Inc. - \$50.00
1	10/28/22	3263	Shore Top Construction Corp. - \$50.00

THESE ARE TRANSMITTED as checked below:

- For approval       Approved as submitted       Resubmit \_\_\_ copies for approval
- For your use       Approved as noted       Submit \_\_\_ copies for distribution
- As requested       Returned for Corrections       Return \_\_\_ corrected prints
- For review and comment       \_\_\_\_\_
- FOR BIDS DUE 11/3/22       PRINTS RETURNED AFTER LOAN TO US

**REMARKS:**


Copy To \_\_\_\_\_ Signed: Bonnie L. Golden, Administrative Assistant





Owen Little & Associates, Inc.

**LETTER OF TRANSMITTAL**

443 Atlantic City Boulevard  
Beachwood, NJ 08722  
(732) 244-1090 - Phone  
(732) 341-3412 - Fax

To: Christine Hannemann, Municipal Clerk  
Borough of Surf City  
813 Long Beach Blvd.  
Surf City, NJ 08008

Date: 1/2/2023

Job No.: SC-22-SHORE

Re: 2022 Municipal Road Reconstruction Project  
Shore Avenue  
Return of Original Bid Package

We are sending you  Attached  Under Separate cover via \_\_\_\_\_ the following items:

- Shop Drawings     Prints     Plans     Samples     specifications
- Copy of Letter     Change Order     Checks

COPIES	DATE	√ NO.	DESCRIPTION
1			Earle Asphalt
			Mathis Construction
			Shore Top Construction

**THESE ARE TRANSMITTED as checked below:**

- For approval                       Approved as submitted                       Resubmit \_\_\_\_\_ copies for approval
- For your use                           Approved as noted                           Submit \_\_\_\_\_ copies for distribution
- As requested                           Returned for Corrections                       Return \_\_\_\_\_ corrected prints
- For review and comment               \_\_\_\_\_     PRINTS RETURNED AFTER LOAN TO US
- For your file

**REMARKS:**

Enclosed for your file, please find the original bid packages of the 1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> Bidder for the above referenced project.
The original Bid Bonds have been returned to the Contractor via Certified Return Receipt

Copy To \_\_\_\_\_

Signed: Bonnie L. Golden, Administrative Assistant





Owen Little & Associates, Inc.

**LETTER OF TRANSMITTAL**

443 Atlantic City Boulevard  
Beachwood, NJ 08722  
(732) 244-1090 - Phone  
(732) 341-3412 - Fax

To: Christine Hannemann, Municipal Clerk  
Borough of Surf City  
813 Long Beach Blvd.  
Surf City, NJ 08008

Date: 11/7/2022 Job No.: SC-22-SHORE

Re: 2022 Municipal Road Reconstruction Project  
Shore Avenue  
Return of Original Bid Package

We are sending you  Attached  Under Separate cover via \_\_\_\_\_ the following items:

- Shop Drawings
- Prints
- Plans
- Samples
- specifications
- Copy of Letter
- Change Order
- Checks

COPIES	DATE	V NO.	DESCRIPTION
1			CJ Hesse, Inc.

**THESE ARE TRANSMITTED as checked below:**

- For approval
- For your use
- As requested
- For review and comment
- For your file
- Approved as submitted
- Approved as noted
- Returned for Corrections
- \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected prints
- PRINTS RETURNED AFTER LOAN TO US

**REMARKS:**

Enclosed for your file, please find the original bid package of the 4 <sup>th</sup> Bidder for the above referenced project.
The original Bid Bond has been returned to the Contractor.

Copy To \_\_\_\_\_

Signed: Bonnie L. Golden, Administrative Assistant





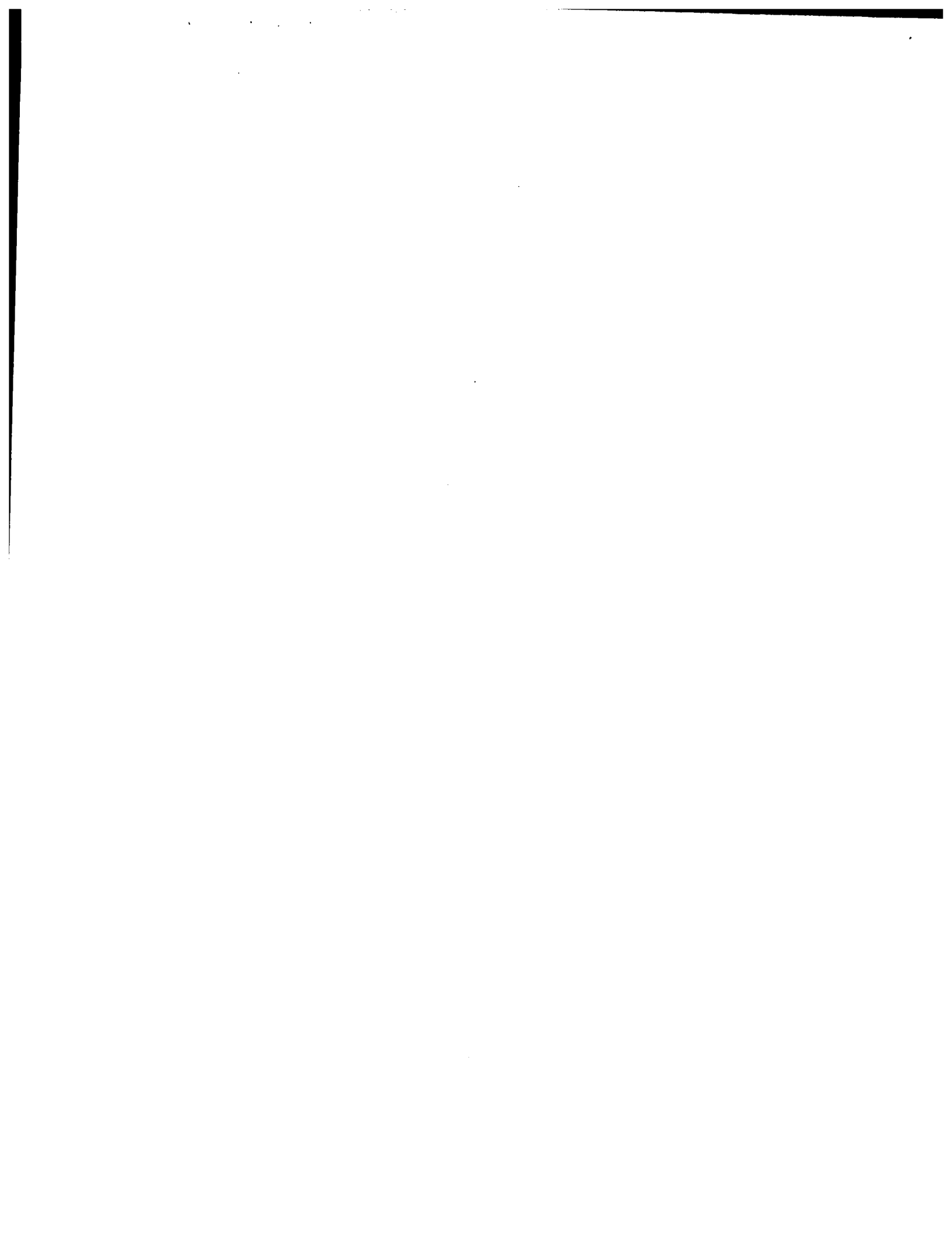
BID

Proposal of C.J. HESSE, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of NEW JERSEY doing business as C.J. HESSE, INC.. To the BOROUGH OF SURF CITY (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the "2022 Municipal Road Reconstruction Project – Shore Avenue, Borough of Surf City" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the Project in the time periods specified in the Special Conditions entitled, "Construction Schedule/Time for Completion". BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.



The following documents are made a condition of this BID. Failure to submit all mandatory documents in accordance with NJSA40A:11-23.2) shall be cause for the BID to be rejected. Failure to submit all other documents in accordance with NJSA40A:11-23.1b may be cause for the BID to be rejected:

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X Bid Bond as required by NJSA 40A:11-21	MH
X Consent of Surety pursuant to NJSA 40A:11-22	MH
X Certification As to Corporate Principal	MH
X Statement of Corporate Ownership, pursuant to NJSA 52:25-24.2	MH
X Subcontractors Identification Form – required by NJSA 40A:11-16	MH
X Acknowledgement of Receipt of Change to Bid Documents, if applicable	MH
X Certificate of Public Works Contractor Registration for Primary Contractor	MH
X Submission of a Non-Collusion Affidavit ( <b>THIS FORM MUST BE NOTARIZED</b> )	MH
X Disclosure of Investment Activities in Iran	MH
X Bid Document Submission Checklist	MH

**B. Failure to submit the following documents may be a cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.1b.)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X Public Works Registration for All Subcontractors (Submit with Bid or prior to Award)	MH	X Acknowledgement of Prevailing Wages	MH
X Affirmative Action Affidavit	MH	X Acknowledgement of Alternative Dispute Resolution Clause (ADR)	MH
X Certificate of New Jersey Business Registration for Prime Contractor and all Subcontractors (Submit with Bid or prior to Award)	MH	X Affirmative Action Agreement	MH
X Experience Questionnaire	MH	N/A Insurance Certificates (Upon Award)	MH
X Equipment Certification	MH	N/A Agreement, Performance and Payment Bond (Upon Award)	MH
X Acknowledgement of Liquidated Damages	MH	X All documentary, informational or certification forms and any other items required within the bid specs	MH
X Indemnification Agreement	MH		

**C. Signature: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder: **C.J. HESSE, INC.**

By Authorized Representative:

Signature: 

Print Name and Title: **MARIANNE HESSE, PRESIDENT**

Date: **NOVEMBER 3, 2022**

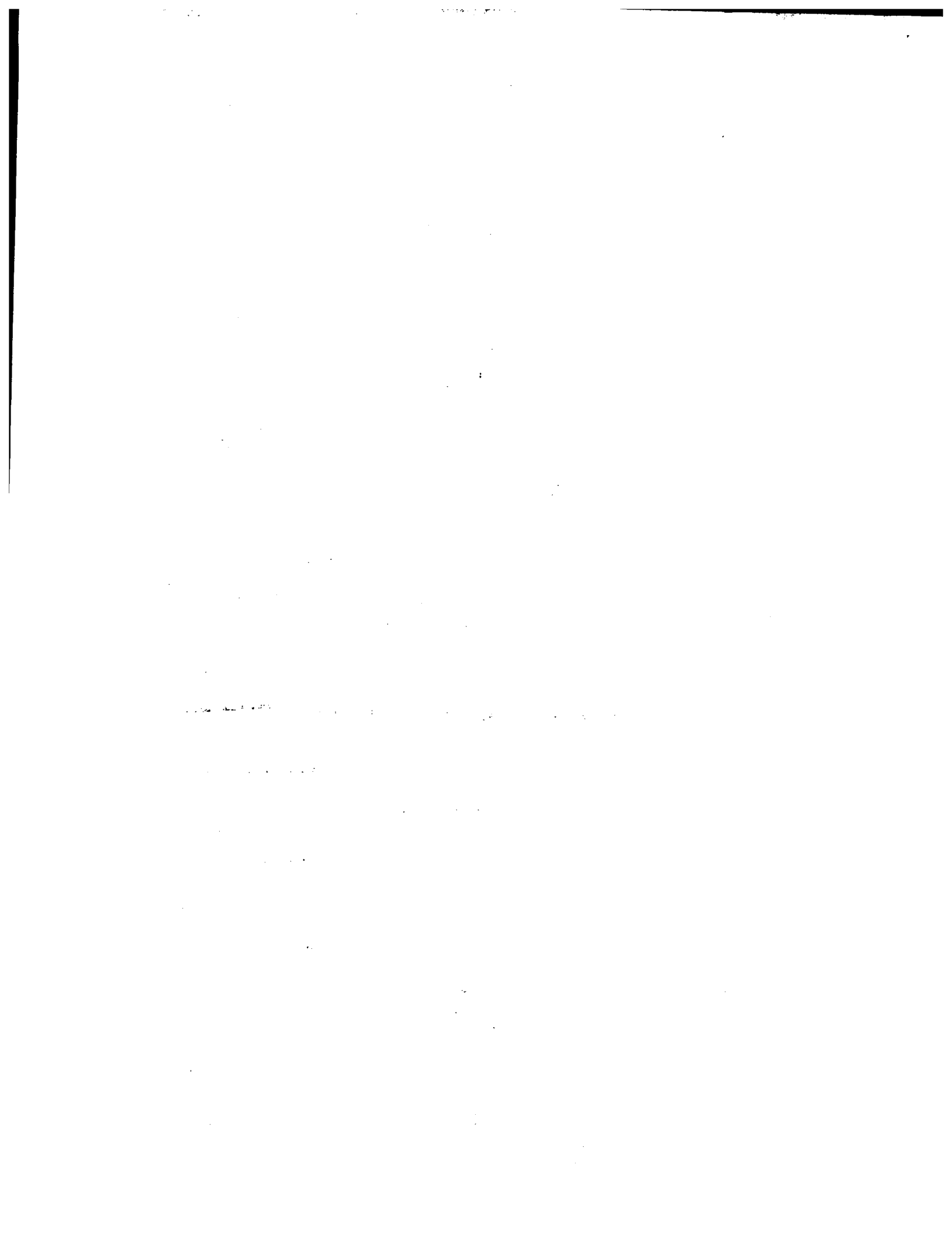
Phone Number: **732-291-8100**



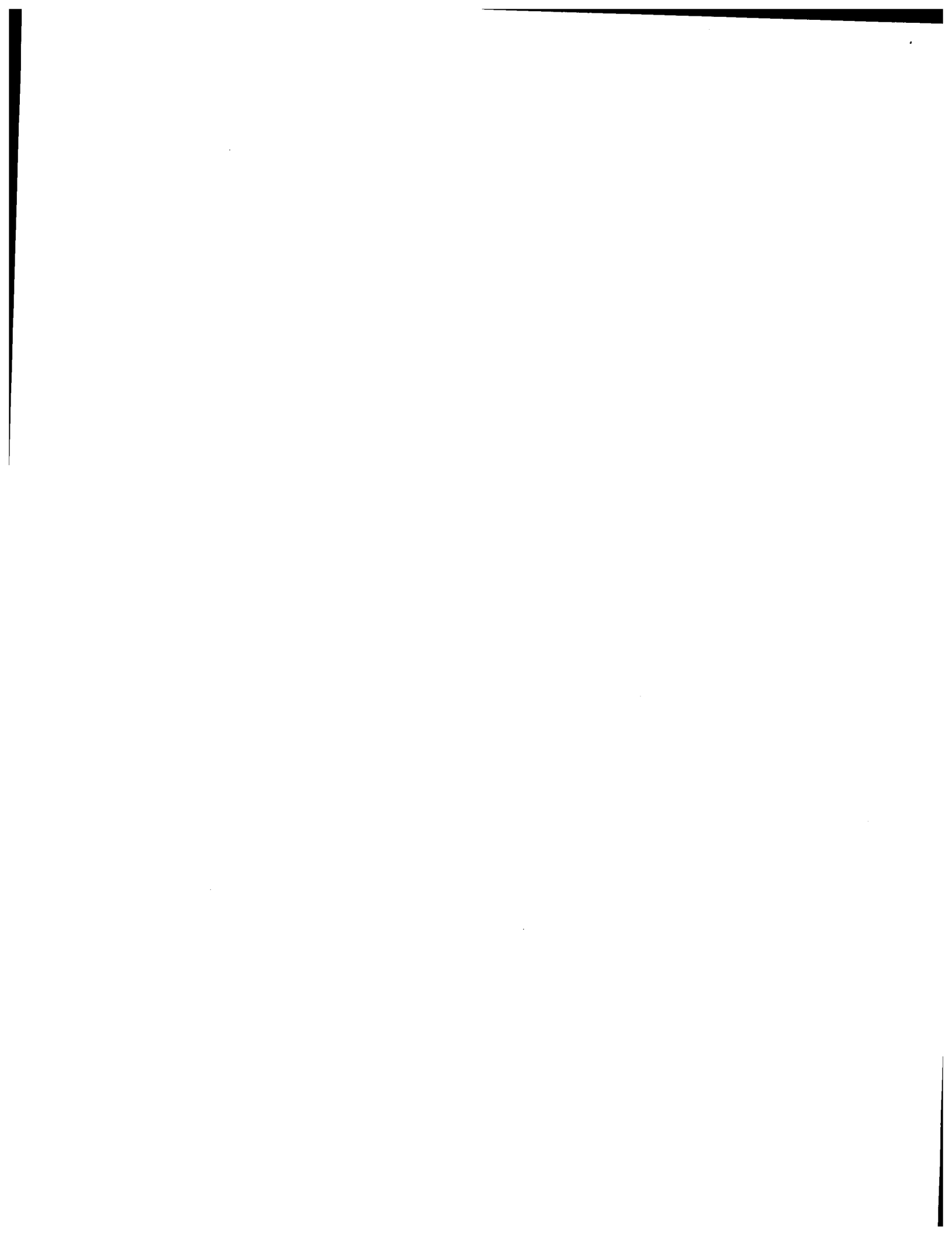
**BID SCHEDULE**  
**2021 Municipal Road Reconstruction Project –Shore Ave**  
**Borough of Surf City**

The BIDDER shall submit lump sum prices and unit prices for each of the thirty three (33) items on the bid form. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following prices:

Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
1	151006M	Special Conditions 151	Performance Bond	1	DOLL	\$0.01	\$0.01
Write Dollar Amount in Words			ONE CENT				
2	151006M	Special Conditions 151	Payment Bond	1	DOLL	\$0.01	\$0.01
Write Dollar Amount in Words			ONE CENT				
3	154003P	154	Mobilization	1	LS	\$52,315.85	\$52,315.85
Write Dollar Amount in Words			FIFTY TWO THOUSAND THREE HUNDRED FIFTY DOLLARS & EIGHTY FIVE CENTS				
4	157004M	157	Construction Layout	1	DOLL	\$7,100.00	\$7,100.00
Write Dollar Amount in Words			SEVEN THOUSAND ONE HUNDRED DOLLARS				
5	158027M	158	Inlet Filter Type 1	119	SF	\$20.00	\$2,380.00
Write Dollar Amount in Words			TWENTY DOLLARS				
6	159003M	159	Breakaway Barricade	3	U	\$0.01	\$0.03
Write Dollar Amount in Words			ONE CENT				
7	159006M	159	Drum	10	U	\$0.01	\$0.10
Write Dollar Amount in Words			ONE CENT				



Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
8	159009M	159	Traffic Cone	20	U	\$0.01	\$0.20
Write Dollar Amount in Words			ONE CENT				
9	159012M	159	Construction Signs	167	SF	\$0.01	\$1.67
Write Dollar Amount in Words			ONE CENT				
10	159141M	159	Police Traffic Directors	100	HR	\$100.00	\$10,000.00
Write Dollar Amount in Words			One Hundred Dollars and No Cents				
11	160004M	160	Fuel Price Adjustment	1	DOLL	\$1,500.00	\$1,500.00
Write Dollar Amount in Words			One Thousand Five Hundred Dollars and No Cents				
12	160007M	160	Asphalt Price Adjustment	1	DOLL	\$1,500.00	\$1,500.
Write Dollar Amount in Words			One Thousand Five Hundred Dollars and No Cents				
13	201003P	201	Clearing Site	1	LS	\$4,300.00	\$4,300.00
Write Dollar Amount in Words			FOUR THOUSAND THREE HUNDRED DOLLARS				
14	202006M	202	Excavation, Test Pit	50	CY	\$200.00	\$10,000.00
Write Dollar Amount in Words			TWO HUNDRED DOLLARS				
15	202009P	202	Excavation, Unclassified	135	CY	\$46.00	\$6,210.00
Write Dollar Amount in Words			FORTY SIX DOLLARS				
16	202021P	202	Removal of Pavement	175	SY	\$10.75	\$1,881.25
Write Dollar Amount in Words			TEN DOLLARS & SEVENTY FIVE CENTS				
17	302036P	302	Dense Graded Aggregate Base Course 6-inch Thick	135	SY	\$20.00	\$2,700.00
Write Dollar Amount in Words			TWENTY DOLLARS				





Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
18	302036P	302	HMA Milling 3-inch or Less	7910	SY	\$4.25	\$33,617.50
Write Dollar Amount in Words			FOUR DOLLARS & TWENTY FIVE CENTS				
19	401030M	401	Tack Coat	795	GAL	\$4.00	\$3,180.00
Write Dollar Amount in Words			FOUR DOLLARS				
20	401042M	401	Hot Mix Asphalt 9.5 M64 Surface Course 2 1/2 inch thick	1400	T	\$117.00	\$163,800.00
Write Dollar Amount in Words			ONE HUNDRED SEVENTEEN DOLLARS				
21	4010054M	401	Hot Mix Asphalt 9.5 M64 Intermediate (leveling) Course	172	T	\$116.00	\$19,952.00
Write Dollar Amount in Words			ONE HUNDRED SIXTEEN DOLLARS				
22	401084M	401	Hot Mix Asphalt 19 M64 Base Course - 6 inch Thick	55	T	\$127.00	\$6,985.00
Write Dollar Amount in Words			ONE HUNDRED TWENTY SEVEN DOLLARS				
23	401108M	401	Core Samples, Hot Mix Asphalt	5	U	\$240.00	\$1,200.00
Write Dollar Amount in Words			TWO HUNDRED FORTY DOLLARS				
24	601409P	601	8-inch Perforated High Density Polyethylene Pipe	212	LF	\$184.00	\$39,008.00
Write Dollar Amount in Words			ONE HUNDRED EIGHTY FOUR DOLLARS				
25	602009M	602	Inlet, Type A	8	U	\$5,500.00	\$44,000.00
Write Dollar Amount in Words			FIVE THOUSAND FIVE HUNDRED DOLLARS				

10  
17/10/1917

Dear Mother

I received your letter of the 14th

and was glad to hear from you

and to hear that you were all well

I am well at present

and hope these few lines will find you

all the same

I must close for this time

Write soon

Your affectionate son

John

P.S. I have not time to write more

but I will write again soon

Love

Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity	Unit	Unit Price Written in Figures	Extension
26	606012P	606	Concrete Sidewalk, 6-inch Thick	6	SY	\$263.00	\$1,578.00
Write Dollar Amount in Words			TWO HUNDRED SIXTY THREE DOLLARS				
27	607021P	607	9"x18" Concrete Vertical Curb	460	LF	\$42.00	\$19,320.00
Write Dollar Amount in Words			FORTY TWO DOLLARS				
28	652432M	652	Reset Manhole, Sanitary Sewer, Using Existing Casting	5	U	\$338.00	\$1,690.00
Write Dollar Amount in Words			THREE HUNDRED THIRTY EIGHT DOLLARS				
29	8050302	805	Edge Restoration	625	LF	\$2.20	\$1,375.00
Write Dollar Amount in Words			TWO DOLLARS + TWENTY CENTS				
30	602018M	602	Inlet, Type E	2	U	\$8,200.00	\$16,400.00
Write Dollar Amount in Words			EIGHT THOUSAND TWO HUNDRED DOLLARS				
31			Tide Valve, 12-inch	2	U	\$7,200.00	\$14,400.00
Write Dollar Amount in Words			SEVEN THOUSAND TWO HUNDRED DOLLARS				
32			Tide Valve, 24-inch	2	U	\$12,500.00	\$25,000.00
Write Dollar Amount in Words			TWELVE THOUSAND FIVE HUNDRED DOLLARS				
33			Stone #57, Trap Rock, 6-inch thick	105	SY	\$25.00	\$2,625.00
Write Dollar Amount in Words			TWENTY FIVE DOLLARS				



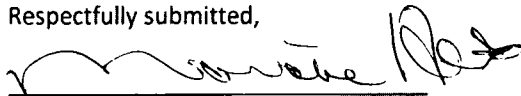
\$494,019.62

Total Price in Figures  
(Items 1 thru 33 combined)

FOUR HUNDRED NINETY FOUR THOUSAND NINETEEN  
DOLLARS + SIXTY TWO CENTS

Total Price in Words  
(Items 1 thru 33 combined)

Respectfully submitted,



(Signature)

MARIANNE HESSE, PRESIDENT

(Title)

25 FIRST AVENUE, ATLANTIC HIGHLANDS, NJ 07716

(Address)

NOVEMBER 3, 2022

(Date)

License No. (If applicable)

Seal - If BID is by a Corporation









CERTIFICATE FROM A SURETY COMPANY  
N.J.S.A. 40A:11-22 et. seq.

KNOW ALL PERSONS BY THESE PRESENTS: that

Swiss Re Corporate Solutions America Insurance Corporation

(Name of Surety)

a corporation created and existing under the laws of the State of Missouri

whose principal office is in 1450 American Lane, Suite 1100, Schaumburg, IL 60173

duly authorized to transact business in the State of New Jersey (hereinafter called the Surety), hereby undertakes

that if the accompanying bid of C.J. Hesse, Inc.

(Name of BIDDER)

of 25 First Avenue, Atlantic Highlands, NJ 07716

(hereinafter called the BIDDER), dated November 3, 2022 for 2022 Municipal Road Reconstruction Project - Shore Avenue

be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, the said BIDDER shall within ten (10) days after notice of the award of contract, enter into a Contract with

Borough of Surf City

(Name of Owner)

(hereinafter called the Obligee), and give bond with good and sufficient surety for the faithful performance of such contract in the full amount of the contract price, not to exceed 100% of the contract price dollars, or, in the event of the failure of the BIDDER to enter into such contract and give such bond, the Surety shall pay the Obligee the difference between the amount specified in said bid and the amount for which the Obligee may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

Provided and subject to the condition precedent:

That any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

IN WITNESS THEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its Corporate Seal to be affixed hereto this 3rd day of November, A.D. 2022  
Swiss Re Corporate Solutions America Insurance Corporation

Witness/  
Attest:

By: Scott R. Kuzmic

Scott R. Kuzmic, Attorney-in-Fact

Kelly Byrne  
Kelly Byrne, Witness





**Swiss Re**  
Corporate Solutions

Swiss Re Corporate Solutions America Insurance Corporation

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

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

Swiss Re Corporate Solutions America Insurance Corporation, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S. 17:17-6 OR R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,017,549,716 as of the calendar year ended December 31, 2021, which amount has been certified by KPMG LLP, and is 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.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on November 26, 2021 in the amount of \$96,954,751.
- 4) The amount of the bond to which this statement and certification is attached is \$ 10% NTE \$20,000.00
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in 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>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

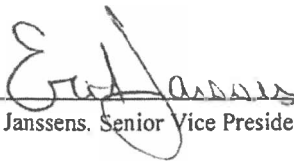
- (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond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

**CERTIFICATE**

I, Erik Janssens, Senior Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Dated: November 3, 2022

By:   
Erik Janssens, Senior Vice President



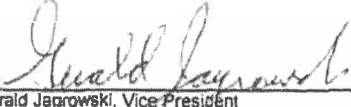
**SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION**  
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2021  
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

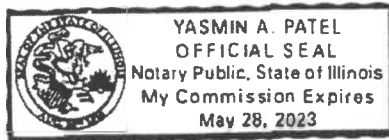
ASSETS		LIABILITIES	
Cash	72,466,837	Reserve for Unearned Premiums	31
Bonds	690,900,133	Reserve for Losses and Loss Adjustment Expenses	16,022,390
Common Stock	318,679,074	Funds Withheld	5,876,002
Other Invested Assets	420,025	Taxes and Other Liabilities	150,650,277
Other Admitted Assets	107,432,547	Surplus	1,017,549,716
<b>TOTAL ADMITTED ASSETS</b>	<b>1,189,898,416</b>	<b>TOTAL LIABILITIES &amp; POLICYHOLDERS' SURPLUS</b>	<b>1,189,898,416</b>

The undersigned, being duly sworn, says: That he is Vice President of SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION, Kansas City, Missouri that said company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Missouri and authorized to do business in the State of New York 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 the Act of Congress approved: July 1947 6 U.S.C. sec. 5-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2021

  
 Gerald Jagrowski, Vice President  
 SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Subscribed and sworn before me,  
this 26th day of April, 2022

  
 Notary Public





SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

ERIC J. FOLLMAN, SR., LYNN M. WHEELOCK, FERNANDA L. DePAOLANTONIO, CAITLIN CHRISTINE BAKER AND SCOTT R. KUZMIC

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



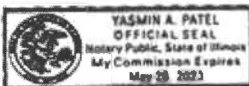
IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15th day of AUGUST, 2022

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 15th day of AUGUST, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of November, 2022.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC







**State of New Jersey**  
DEPARTMENT OF BANKING AND INSURANCE

**CERTIFICATE OF AUTHORITY**

Date May 01, 2022

NAIC COMPANY CODE: 29874

THIS IS TO CERTIFY THAT THE **SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION OF KANSAS CITY, MISSOURI**, 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, 2023**, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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



MARLENE CARIDE  
COMMISSIONER OF  
BANKING AND INSURANCE



NAIC COMPANY CODE: 29874

Date: May 19, 2022

COMPANY NAME: SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE  
CORPORATION

LOCATION: KANSAS CITY, MISSOURI

SPECIAL CONDITIONS:



**BID GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto \_\_\_\_\_  
as OWNER in the sum of \_\_\_\_\_ for 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 \_\_\_\_\_ a  
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in 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 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 said 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.

\_\_\_\_\_  
(Principal) \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_



**CERTIFICATE FROM A SURETY COMPANY**  
**N.J.S.A. 40A:11-22 et. seq.**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Surety)

a corporation created and existing under the laws of the State of \_\_\_\_\_

\_\_\_\_\_ whose principal office is in \_\_\_\_\_

duly authorized to transact business in the State of New Jersey (hereinafter called the Surety), hereby undertakes

that if the accompanying bid of \_\_\_\_\_

(Name of BIDDER)

of \_\_\_\_\_

(hereinafter called the BIDDER), dated \_\_\_\_\_ for \_\_\_\_\_

\_\_\_\_\_

be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, the said BIDDER shall within ten (10) days after notice of the award of contract, enter into a Contract with

\_\_\_\_\_

(Name of Owner)

(hereinafter called the Obligee), and give bond with good and sufficient surety for the faithful performance of such contract in the full amount of the contract price, not to exceed \_\_\_\_\_ dollars, or, in the event of the failure of the BIDDER to enter into such contract and give such bond, the Surety shall pay the Obligee the difference between the amount specified in said bid and the amount for which the Obligee may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

Provided and subject to the condition precedent:

That any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

IN WITNESS THEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its Corporate Seal to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_.

By: \_\_\_\_\_

Attest:

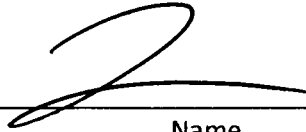




CERTIFICATE AS TO CORPORATE PRINCIPAL

I, LAWRENCE P. MULCAHY, certify that I am the Secretary of the corporation named as principal in the within bid; that MARIANNE HESSE who signed the bid on behalf of the Principal was then PRESIDENT of said corporation, that I know ~~his~~/her signature, and his/her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said corporation by authority of the Board of Directors.

Date: NOVEMBER 3, 2022



\_\_\_\_\_  
Name

LAWRENCE P. MULCAHY, SECRETARY

\_\_\_\_\_  
Title

Corporate Seal



**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:** C.J. HESSE, INC.

**Organization Address:** 25 FIRST AVENUE, ATLANTIC HIGHLANDS, NJ 07716

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

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

**Part II**

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

**OR**

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
CHARLES J. HESSE, III QTIP TRUST 100%	25 FIRST AVENUE, ATLANTIC HIGHLANDS, NJ 07716



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

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

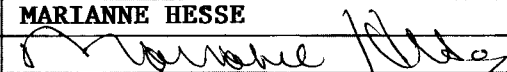
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business 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 *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	MARIANNE HESSE	Title:	PRESIDENT
Signature:		Date:	NOVEMBER 3, 2022



**LIST OF SUBCONTRACTORS**

**CONTRACTORS MUST DISCLOSE ONLY SUBCONTRACTORS WHO ARE WITHIN ENUMERATED CATEGORIES OF N.J.S.A. 40A:11-16.**

**Name, Address and Telephone Number**

**Type of Work**

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**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES,  
REVISIONS, OR ADDENDA**

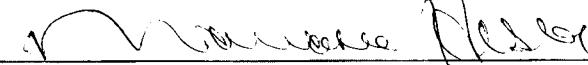
**ACKNOWLEDGEMENT** is hereby made of the following NOTICES, REVISIONS OR ADDENDA which have been received since the advertisement of the Contract Documents:

Number/Type	<u>NONE</u>	, dated	_____	, 20__
	_____	, dated	_____	, 20__
	_____	, dated	_____	, 20__
	_____	, dated	_____	, 20__
	_____	, dated	_____	, 20__
	_____	, dated	_____	, 20__
	_____	, dated	_____	, 20__
	_____	, dated	_____	, 20__

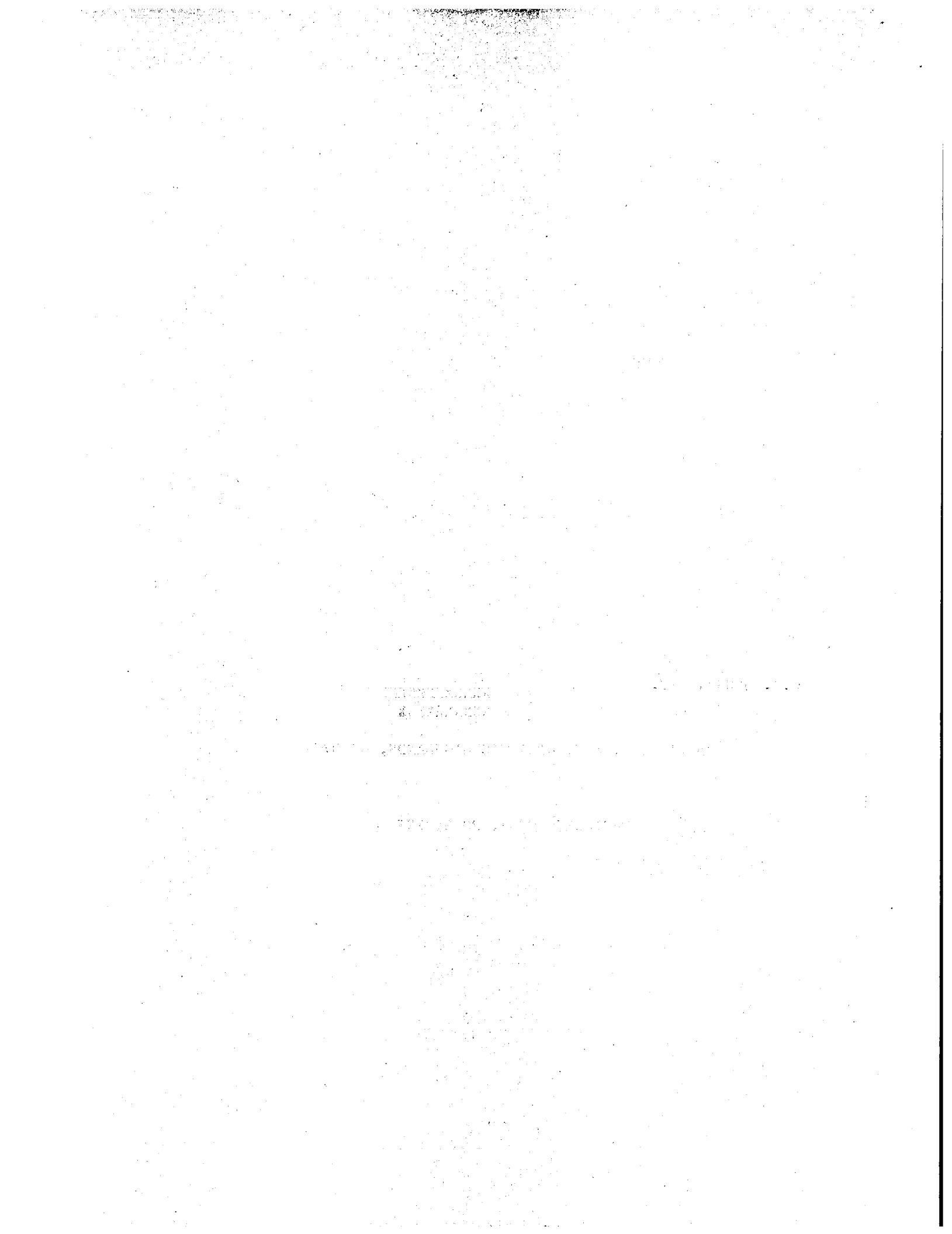
Submitted to Borough of Surf City

by C.J. HESSE, INC. a Corporation  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

Principal Office: 25 FIRST AVENUE, ATLANTIC HIGHLANDS, NJ 07716

Corporate Officer Signature: 

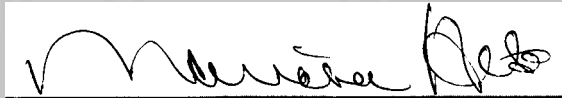
Print Corporate Officer Name: MARIANNE HESSE, PRESIDENT



**NEW JERSEY BUSINESS REGISTRATION**  
**PL 2004, C.57 NJSA 52:32-44 et . seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "New Jersey Business Registration Certificate" with the Bid or prior to award of contract.

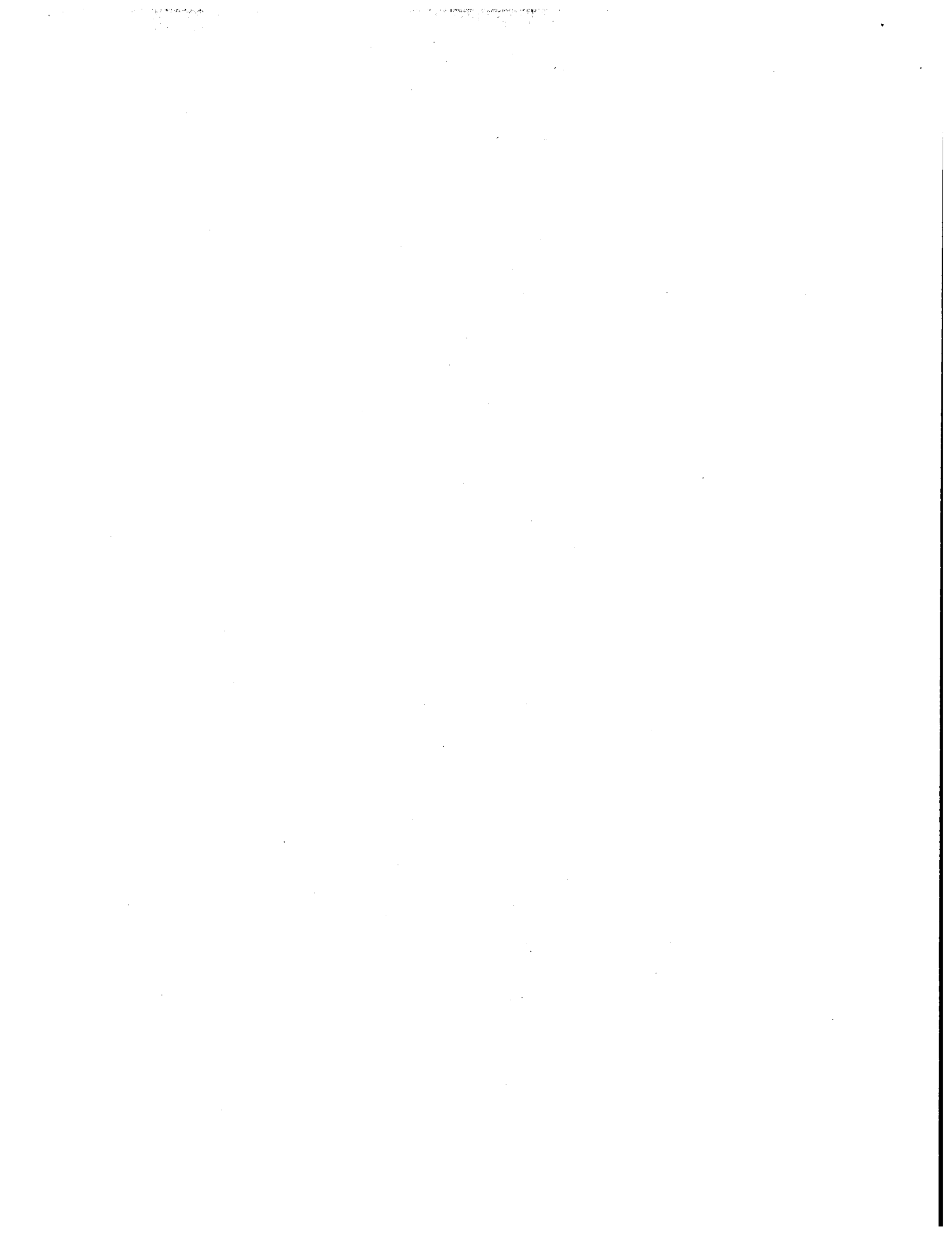
Signature:

A handwritten signature in black ink, appearing to read "Marianne Hesse", is written over a horizontal line.

Print Name:

**MARIANNE HESSE, PRESIDENT**

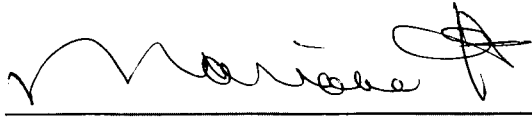
\*See detailed procedures in the *Instruction to Bidders, Page IB 2 of 6.*



**THE PUBLIC WORKS CONTRACTOR REGISTRATION**  
**ACT (NJSA 34:11-56:48, et. seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "Contractor Registration Certificate" with the Bid or prior to award of contract.

Signature:



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Print Name:

**MARIANNE HESSE, PRESIDENT**



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

SS.

COUNTY OF OCEAN

I, MARIANNE HESSE residing in LEONARDO in the County of MONMOUTH and  
(Name of Affiant) (Name of Municipality)  
the State of NEW JERSEY of full age, being duly sworn according to law on my  
oath depose and say that:

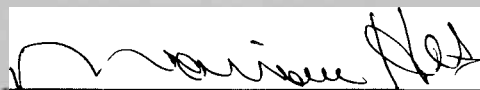
I am PRESIDENT of the firm of C.J. HESSE, INC.  
(Title or Position) (Name of Firm)

the bidder making the Proposal for the bid entitled 2022 MUNICIPAL ROAD RECONSTRUCTION-SHORE AVE  
(Title of Bid Proposal)

and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the BOROUGH OF SURF CITY relies upon the truth of the statements contained in said Proposal  
(Name of Contracting Unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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



(Type or print name of affiant under signature)

**MARIANNE HESSE, PRESIDENT**

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
3RD DAY OF NOVEMBER, 2022

Ivana Cholette  
NOTARY PUBLIC OF  
MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_

(SEAL)

**Ivana Cholette**  
**Notary Public of New Jersey**  
**My Commission Expires Mar. 7, 2026**





**AFFIRMATIVE ACTION AFFIDAVIT  
NOTICE TO CONTRACTORS  
RE: AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127**

**PROCUREMENT AND SERVICE CONTRACTORS:**

Bidders are required to comply with the requirements of P.L. 1975, c.127.

**A. ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
  - An existing Federally approved or sanctioned Affirmative Action Program.
  - A Certificate of Employee Information Report Approval.
  - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

---

**The following questions must be answered by all prospective contractors:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No   X  

If "Yes", please submit a photo static copy of such approval.

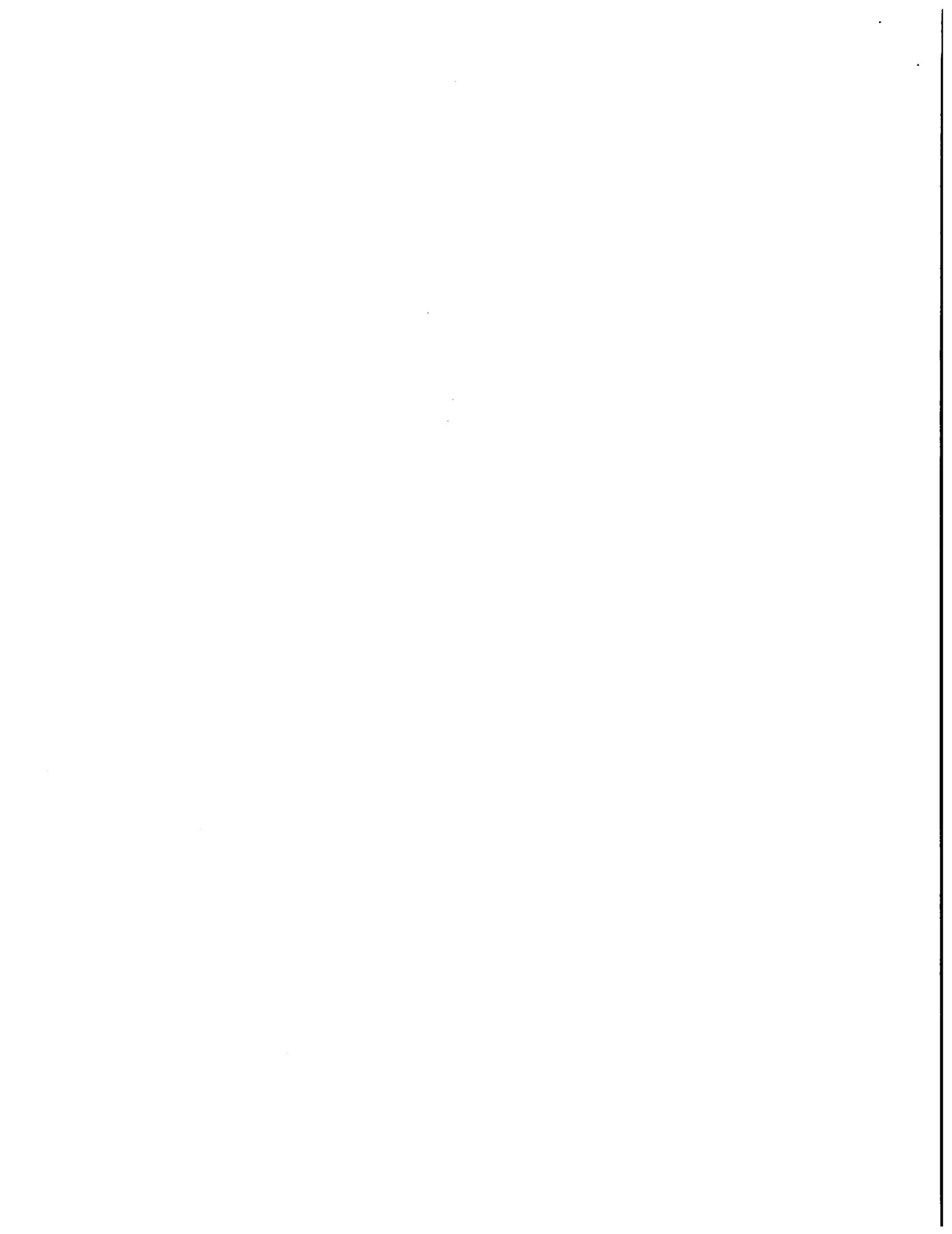
2. Do you have a State Certificate of Employee Information Report Approval?

Yes   X   No \_\_\_\_\_

If "Yes", please submit a photo static copy of such approval.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirement of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to the law.

Company:   C.J. HESSE, INC.    
Address:   25 FIRST AVENUE, ATLANTIC HIGHLANDS, NJ 07716    
Signature:   *Marianne Hesse*    
Title:   MARIANNE HESSE, PRESIDENT    
Phone:   732-291-8100



**EXPERIENCE QUESTIONNAIRE**

The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that in the proposed Contract he has done, to give references and such other detailed information that will enable the Owner and the Engineer to judge his responsibility, experience, skill, and business standing.

The Borough shall have the right to reject any BIDS submitted by a BIDDER whose experience for this type of work, under this project, is deemed by the Borough's Governing Body to be inadequate.

Submitted to Borough of Surf City

By C.J. HESSE, INC. ~~XXXXXXXXXX~~  
a Corporation ~~a Co-partnership~~  
~~an individual~~

Principal Office 25 FIRST AVENUE, ATLANTIC HIGHLANDS, NJ 07716  
Contact Person: MATTHEW STELLAS  
Telephone No.: 732-291-8100

The signatory of the proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

How long have you, as Contractor, been engaged in the construction business under present Individual or Company name? 58 YEARS

Have you, as Contractor, ever defaulted or failed to execute and/or complete a contract awarded to you by a public agency? If yes, explain.

NO

List below, Contract Work, of a similar nature and magnitude to that to be performed for this project, completed or under construction within the last three (3) years.

Owner or Agency	Contact Person	Telephone Number	Description of Project	Contract Amount
<b>SEE ENCLOSED</b>				

(Attach Additional Sheets as Required)



**EQUIPMENT CERTIFICATION**

**INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:**

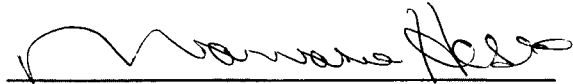
If the BIDDER owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the BIDDER not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

**PART 1**

"This is to certify that I, the BIDDER, signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the Contract Drawings and in the Contract Specifications".

NOVEMBER 3, 2022

Date



Signature of BIDDER

**MARIANNE HESSE, PRESIDENT**

**PART 2**

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the BIDDER named below the control of said equipment during such time as may be required for that portion of the work described on the Contract Drawings and in the Contract Specifications for which said equipment is necessary".

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or  
Controller of Equipment

\_\_\_\_\_  
Name of BIDDER

\_\_\_\_\_  
Business Address and  
Telephone Number of Above

**LIST OF EQUIPMENT**

**SEE ENCLOSED**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Attach Additional Sheets as Required)



**ACKNOWLEDGMENT OF LIQUIDATED DAMAGES**

Bidder acknowledges and certifies that Bidder understands and agrees to the various provisions for liquidated damages listed in the General Conditions and that submission of the bid constitutes acceptance of the provisions regarding and the amounts of liquidated damages that may be assessed each calendar day in the event of any breach. Specifically, Bidder agrees to complete the project in accordance with the Special Conditions Section entitled "Construction Schedule/Time of Completion." Bidder further expressly agrees that in the event Bidder fails to timely and/or properly complete the project in accordance with the conditions of the project that Bidder shall pay the municipality \$500.00 for each day Bidder is in breach as liquidated damages, beginning on the date of Bidder's breach and continuing each day thereafter, as provided in Section entitled "Time For Completion and Liquidated Damages " of the General Conditions. Bidder further acknowledges and agrees that the actual losses arising from Bidder's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Bidder's experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the municipality.

Submitted to the Borough of Surf City

a Corporation

by C.J. HESSE, INC.

~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~

Principal Office: 25 FIRST AVENUE, ATLANTIC HIGHLANDS, NJ 07716

Corporate Officer Signature: 

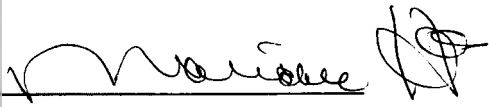
Print Corporate Officer Name: MARIANNE HESSE, PRESIDENT



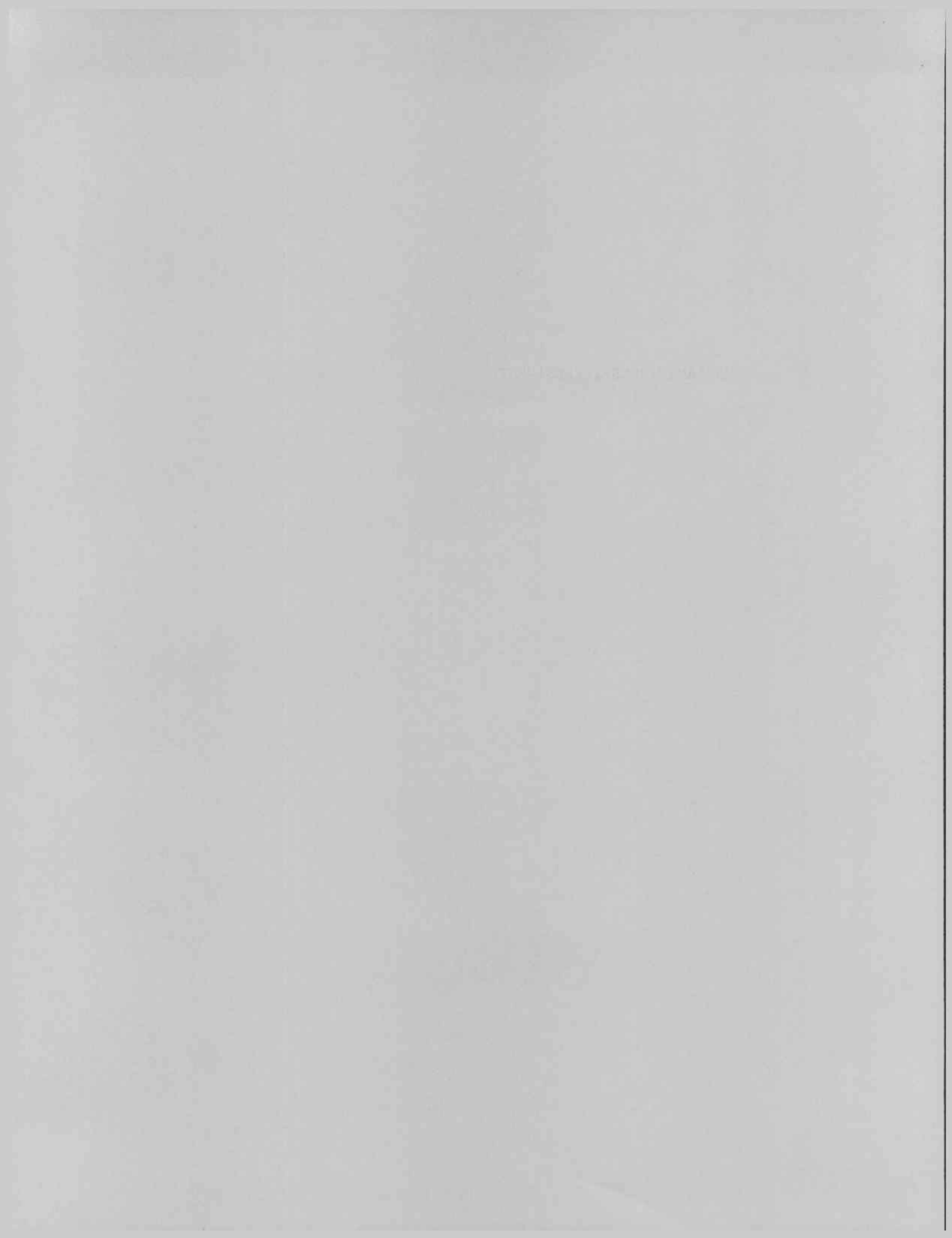


ACKNOWLEDGEMENT OF  
PREVAILING WAGE

Contractor certifies that all State prevailing wage regulations, as well as the State and Federal Labor Standards Provisions where applicable, will apply.

Signature: 

Print Name: MARIANNE HESSE, PRESIDENT

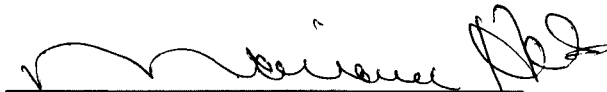


**ACKNOWLEDGEMENT OF  
ALTERNATIVE DISPUTE RESOLUTION CLAUSE (ADR)**

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-50, contractor acknowledges and agrees to the following:

In the event that any construction dispute arises between the parties that the parties cannot themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be submitted to binding arbitration to be conducted by JAMS and shall be governed by the JAMS Comprehensive Arbitration Rules & Procedures and the laws of the State of New Jersey. Each party shall pay for one-half of the JAMS costs, except that the prevailing party in any such binding arbitration shall be awarded its reasonable attorneys' fees and costs relating thereto. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c. 198 (C. 40A:11-1, *et seq.*). Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering, or management, or whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Finally, nothing set forth herein shall prevent any party from seeking injunctive or declaratory relief in a court of competent jurisdiction at any time.

Signature:



Print Name:

MARIANNE HESSE, PRESIDENT



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

OPS Number: \_\_\_\_\_

Proposer: C.J. HESSE, INC.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule of contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**

Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Municipality under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**


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

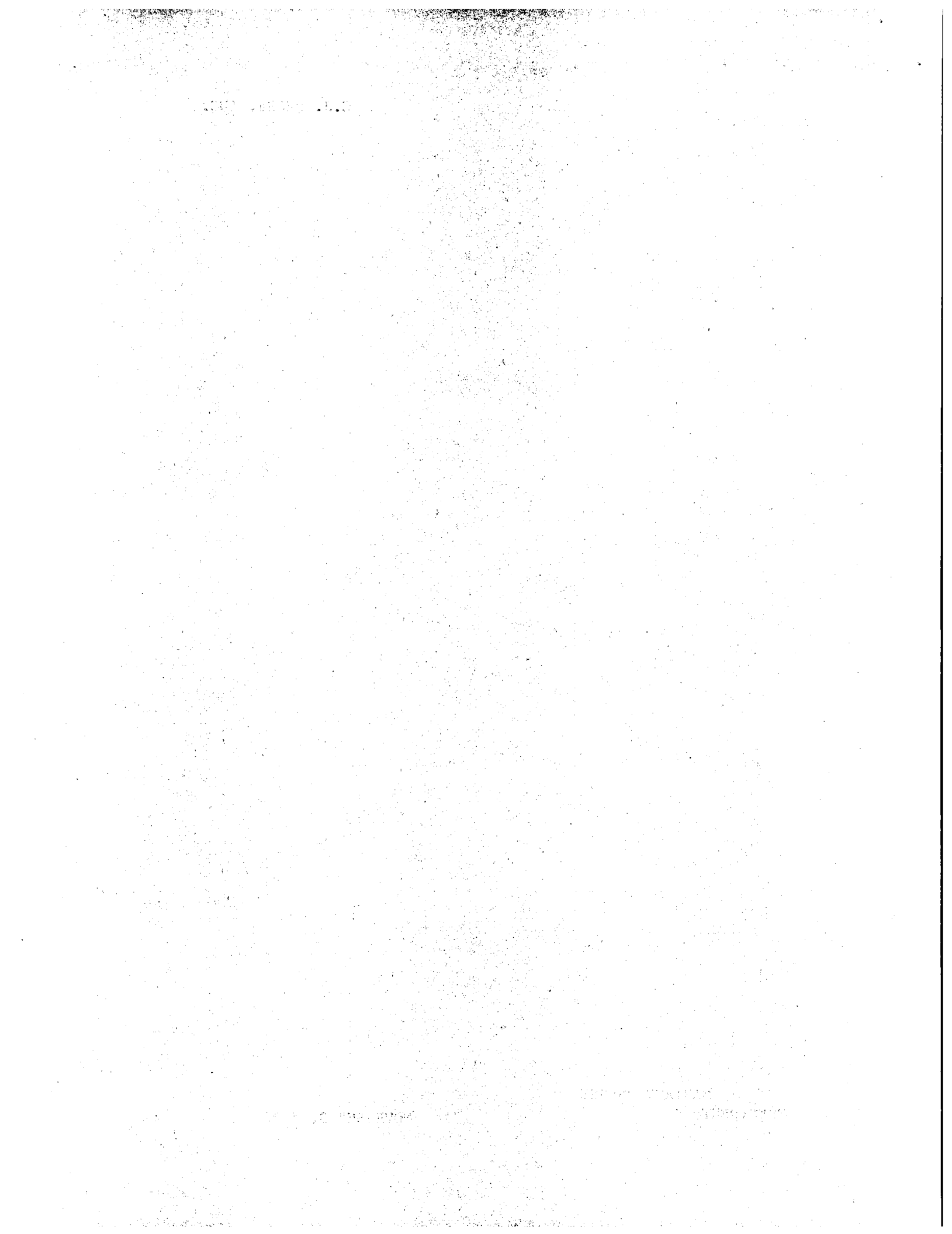
**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.**

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	_____
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true ad complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Surf City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough 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 the certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Surf City and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable**

Full Name (Print): MARIANNE HESSE  
Title: PRESIDENT

Signature:   
Date: NOVEMBER 3, 2022





## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>  
Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

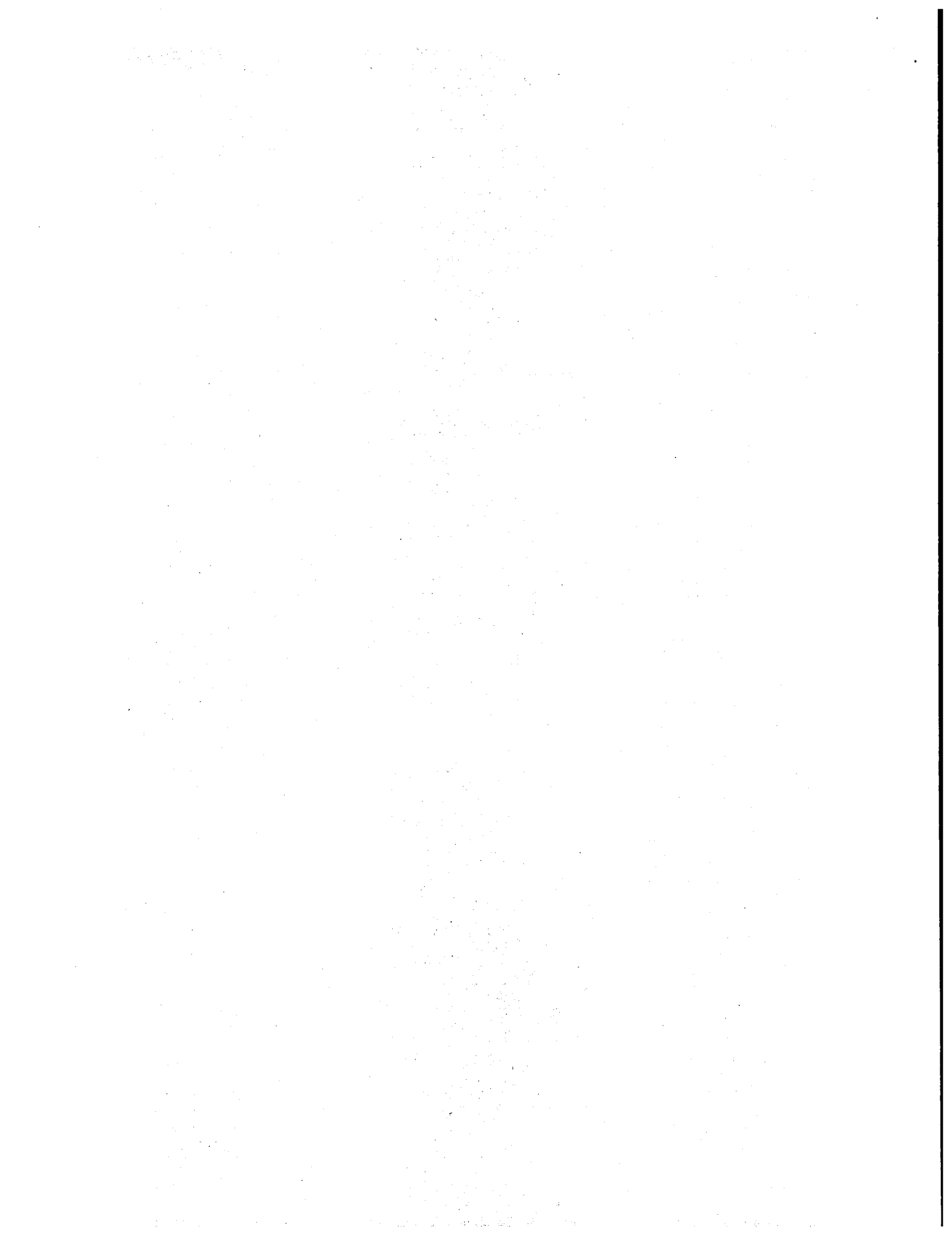
ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: July 1, 2022**





**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the total aggregate sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.



PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

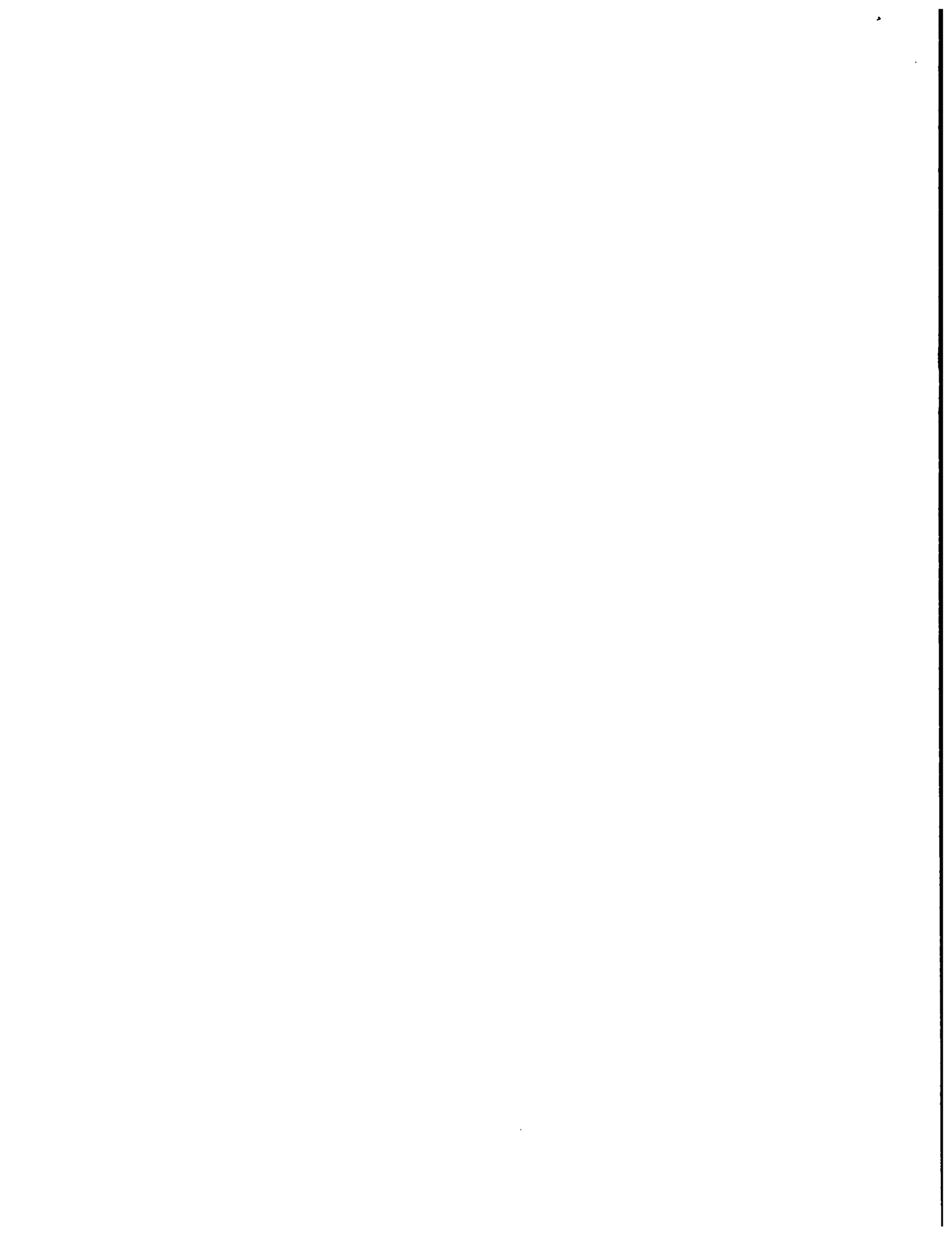
ATTEST: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary By: \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address) \_\_\_\_\_



**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual)

\_\_\_\_\_ (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

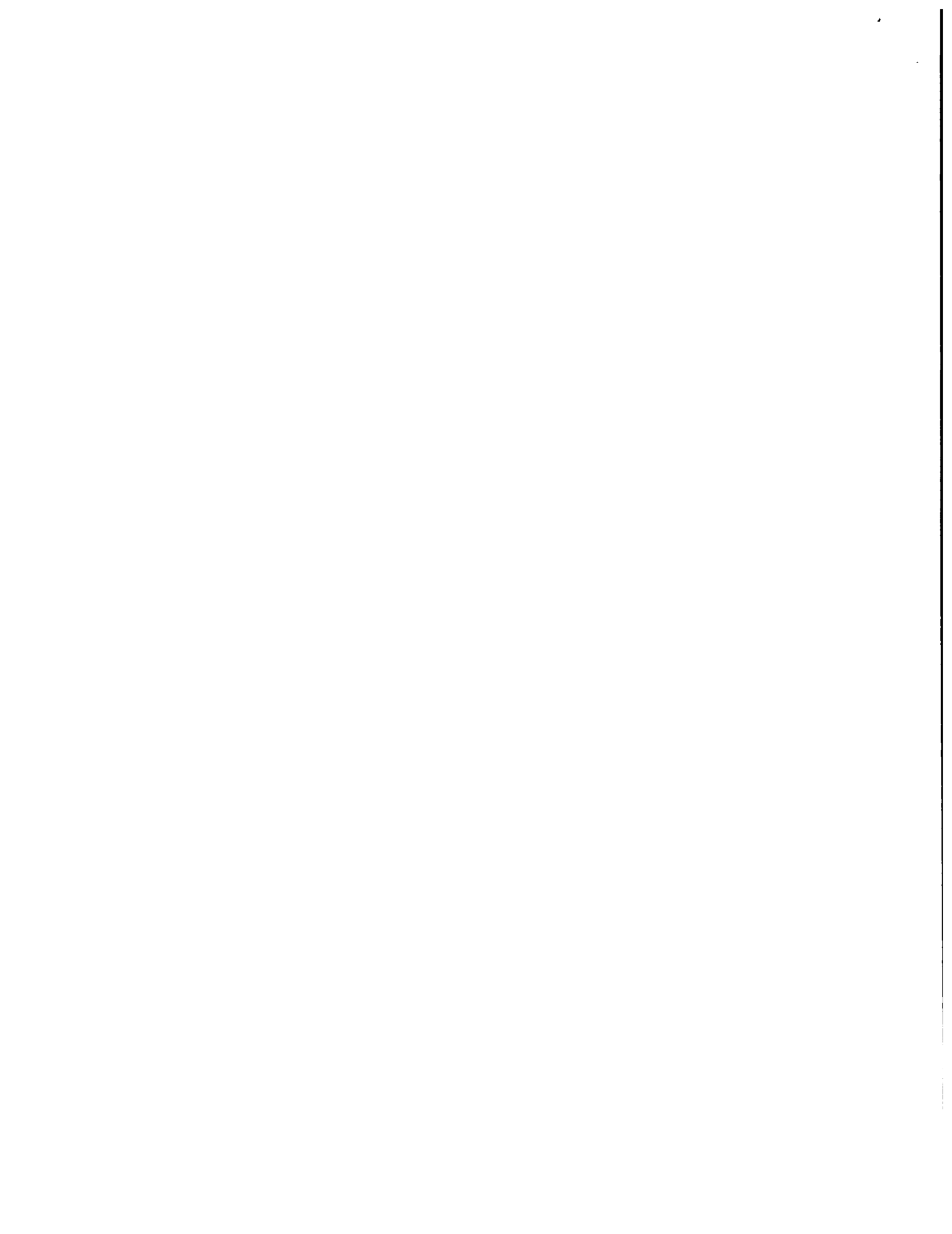
THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of  
(Number)  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL) By: \_\_\_\_\_(s)  
\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

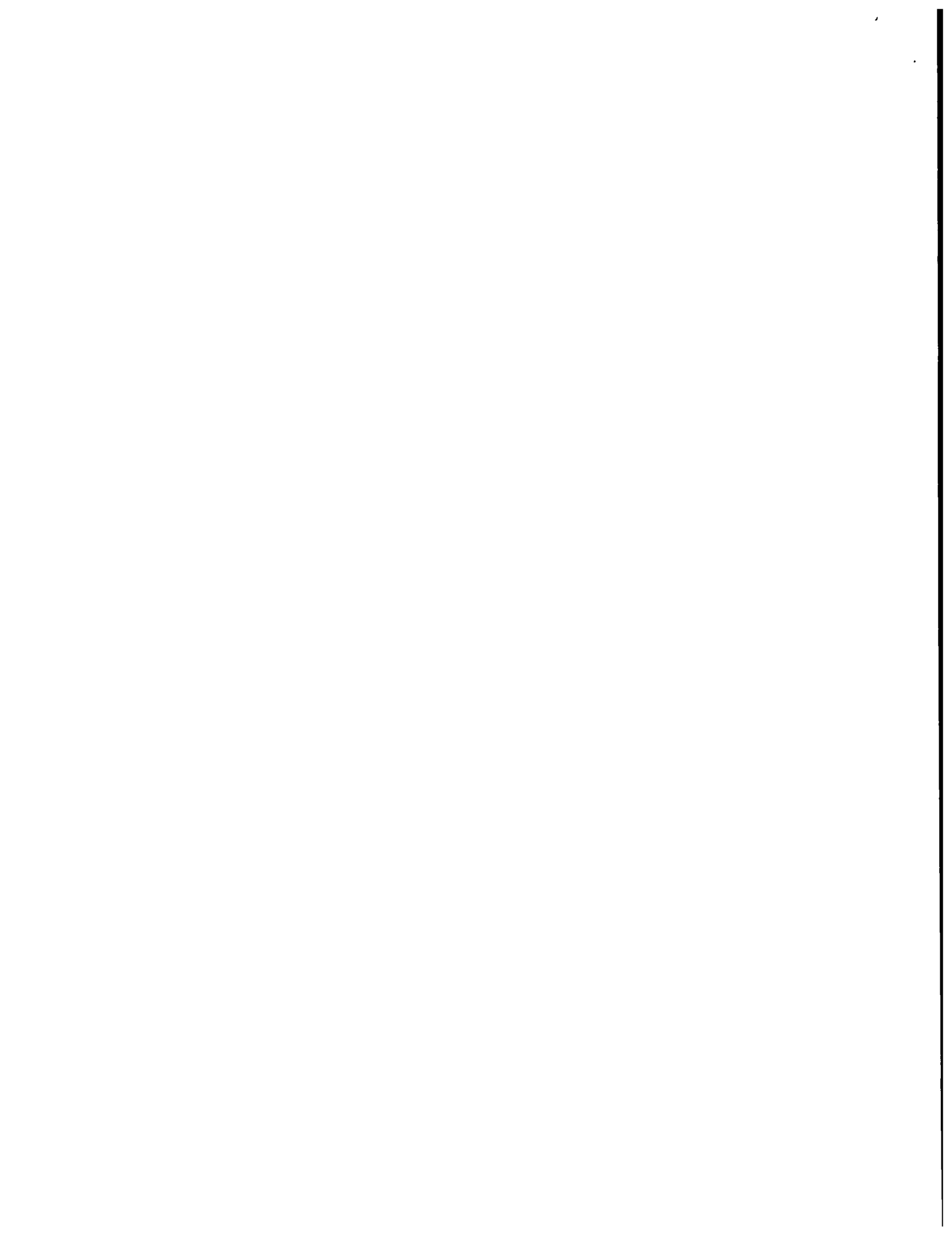
\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

**NOTE:** Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.





AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, hereinafter called "OWNER"

(Name of Owner), (an Individual)

and \_\_\_\_\_ doing business as (an Individual), or (a Partnership,) or (a corporation) hereinafter called CONTRACTOR.

WITNESSTH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work as required by the CONTRACT DOCUMENTS and will complete the same in the time periods specified in the SPECIAL CONDITIONS of the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

\$ \_\_\_\_\_ \$ \_\_\_\_\_

(Figures)

(Price in Words)

or as shown in the BID Schedule.

5. The term CONTRACT DOCUMENTS means and includes the following:

Notice to BIDDERS

Instruction to BIDDERS

BID Documents

Bid/Bid Schedule

Bid Guarantee

Certificate From A Surety Company

Certificate as to Corporate Principal

Statement Of Ownership Disclosure

List Of Subcontractors

Acknowledgement Of Receipt Of Notices, Revisions, Or Addenda

New Jersey Business Registration Form

Public Works Contractor Registration Form

Non-Collusion Affidavit

Affirmative Action Affidavit

Experience Questionnaire

Experience Certification

Acknowledgement of Liquidated Damages

Acknowledgement of Prevailing Wages

Acknowledgement of Alternative Dispute Resolution Clause

Disclosure of Investment Activities in Iran

Performance Bond

Payment Bond

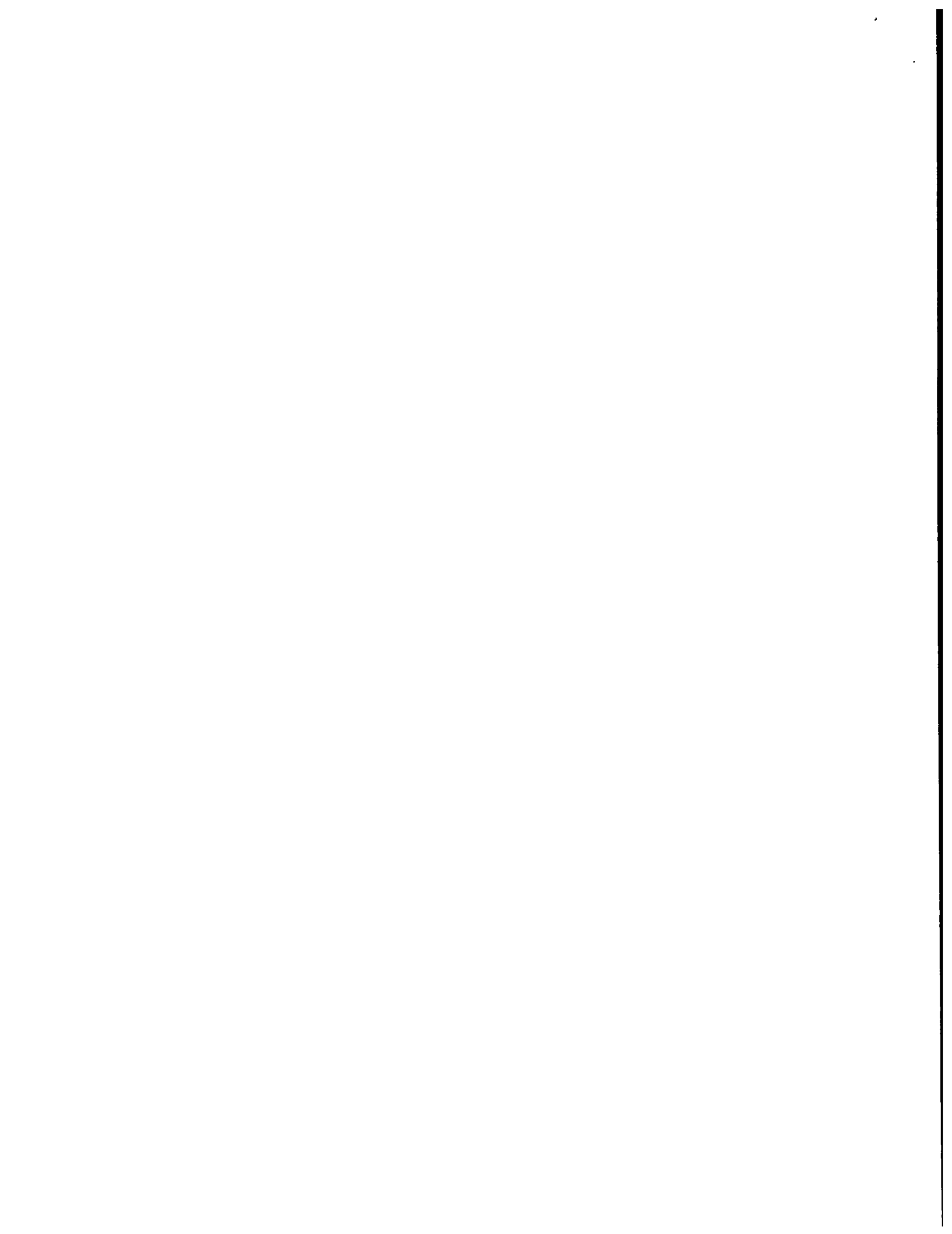
Agreement

Affirmative Action Agreement

Indemnification Agreement

Notice Of Award

Notice To Proceed



GENERAL CONDITIONS  
SPECIAL CONDITIONS  
TECHNICAL SPECIFICATIONS  
CHANGE ORDER  
RELEASES

DRAWINGS prepared by Owen, Little & Associates, Inc.  
numbered \_\_\_\_\_ through \_\_\_\_\_, and dated \_\_\_\_\_  
SPECIFICATIONS prepared or issued by \_\_\_\_\_  
Owen, Little & Associates, Inc.  
dated \_\_\_\_\_.

ACKNOWLEDGEMENT is hereby made of the following ADDENDA received since the issuance of the Contract Documents:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_

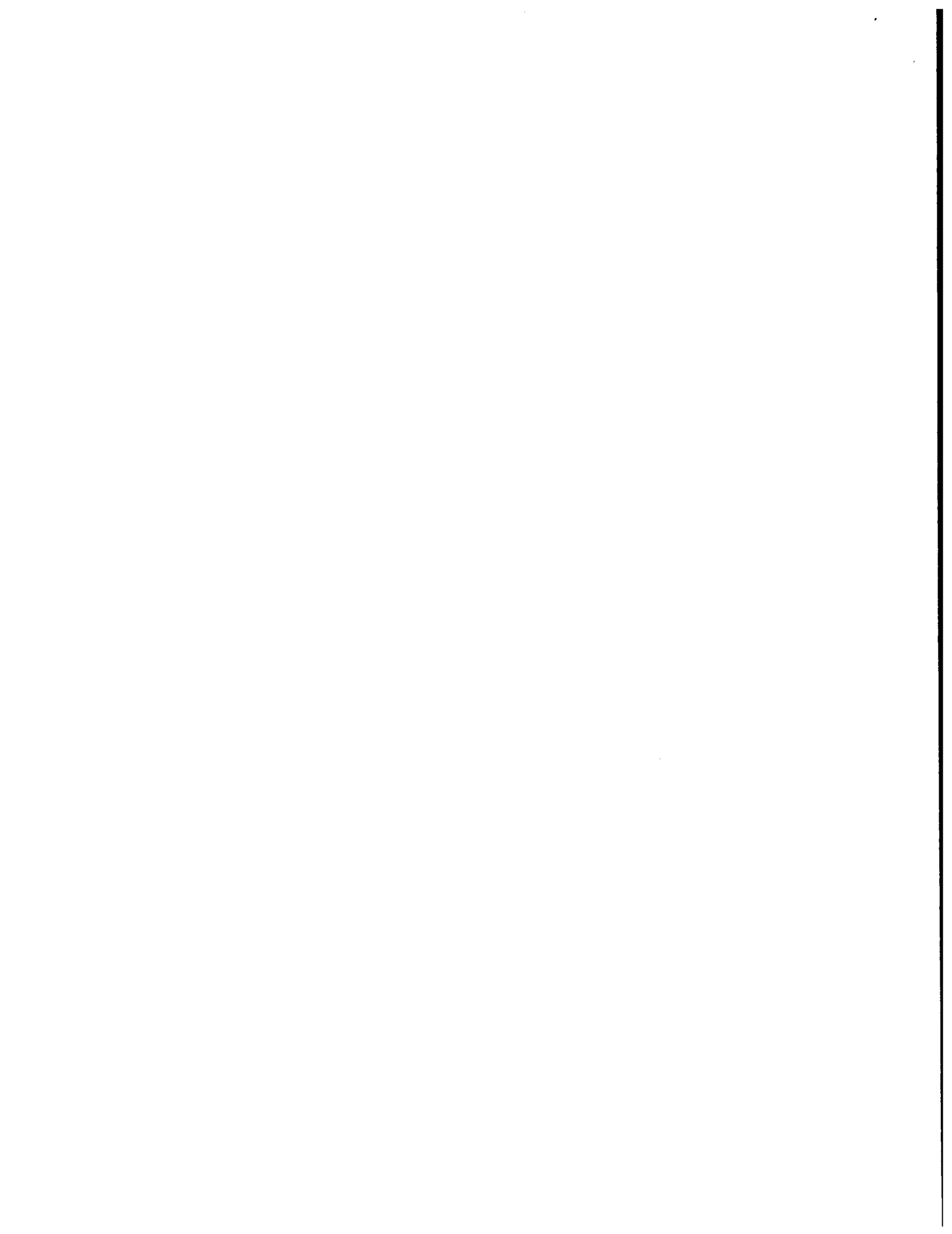
6. The CONTRACT DOCUMENTS comprise the documents as listed in Article 5 of this Agreement. In the event that any provisions of one Document conflict with the provisions of another Document, the provision in the document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this Instrument)
- B. Addenda to the Contract Documents
- C. Modifications to the Contract Documents
- D. Remaining legal and procedural documents
  - 1. Bid
  - 2. Notice to Bidders
  - 3. Instruction to Bidders
- E. General Conditions
- F. Special Conditions
- G. Technical Specification
- H. Plans/Drawings
- I. Bonds
- J. Releases

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions/Supplemental General Conditions such amounts as required by the CONTRACT DOCUMENTS.

8. Alternative Dispute Resolution N.J.S.A. 40A:11-50 - In the event that a construction dispute shall arise between the parties which the parties can not themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be presented to an independent party, to be selected by the Municipality, for mediation before proceeding with any other form of dispute resolution including submission to a Court of Competent Jurisdiction such mediation shall be a prerequisite required before the institution of litigation and for failure to submit to such mediation the defendant in any such action may assert such failure as a defense and cause the litigation to be dismissed. In the event a dispute arises which requires mediation the non-prevailing party in any such mediation shall bear the entire cost and expense of the mediation, save for attorneys fees. In the event that neither party prevails and that a compromise is negotiated by the mediator the cost of the mediation, save for attorneys fees, shall be equally borne by the parties. In all events each party shall bear their own attorney's fees and witness fees.

9. In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-317(a)24 and 4.17(a)24, the Contractor (and all Subcontractors) shall comply with all of the provisions of N.J.A.C. 7:22-9, as adopted in Supplemental



Conditions within.

10. CONTRACTOR may be debarred, suspended, or disqualified from any project financially assisted by the State or the Department if the CONTRACTOR commits any of the acts listed in N.J.A.C. 7:1-5.2.

11. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The undersigned is an Individual  
a Partnership under the laws of the State of \_\_\_\_\_  
a Corporation

\_\_\_\_\_ having principal offices at \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in ( 3 ) copies each of which shall be deemed an original on the date first above written

OWNER:

By \_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

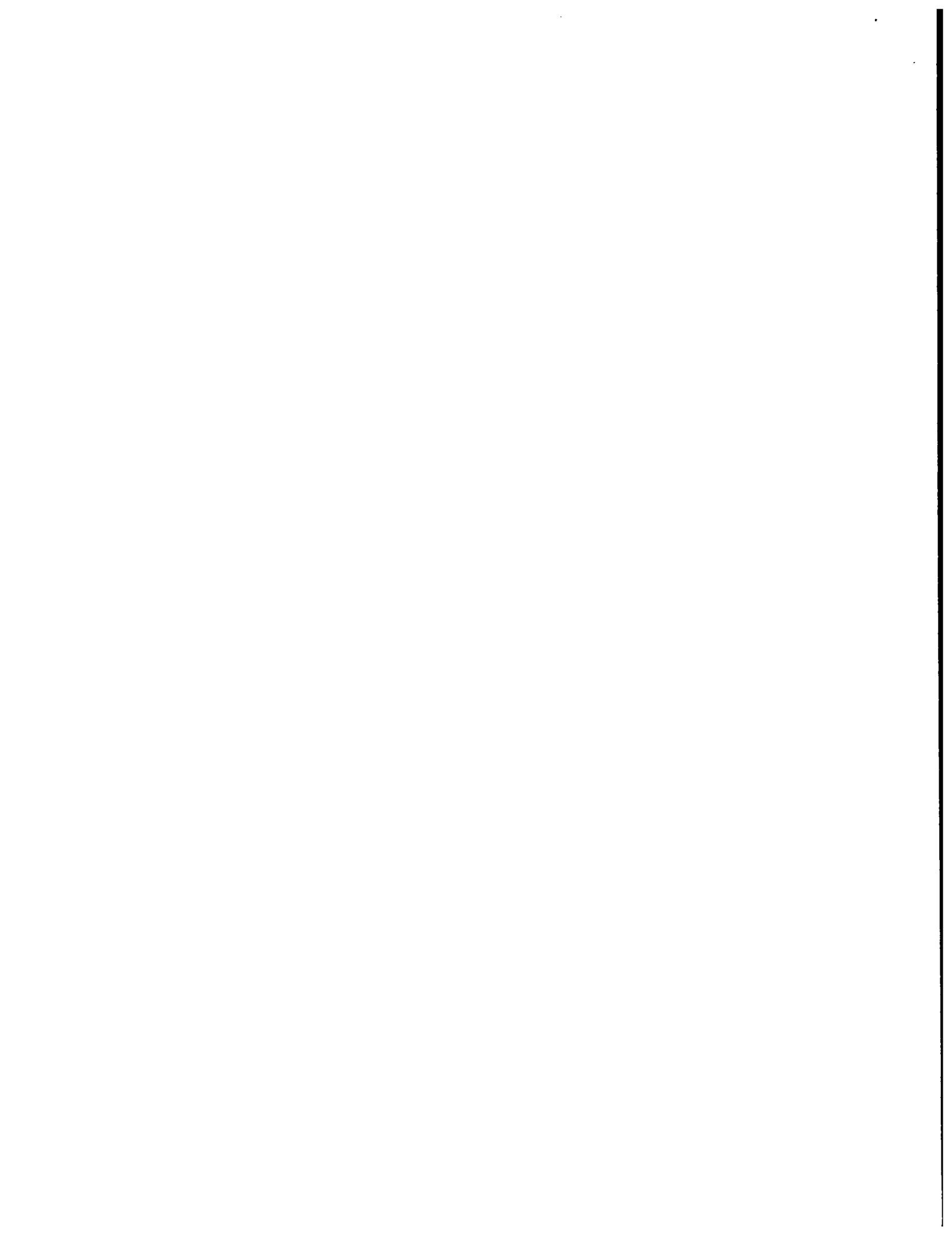
CONTRACTOR:

By \_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_



Date \_\_\_\_\_





**AFFIRMATIVE ACTION AGREEMENT  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

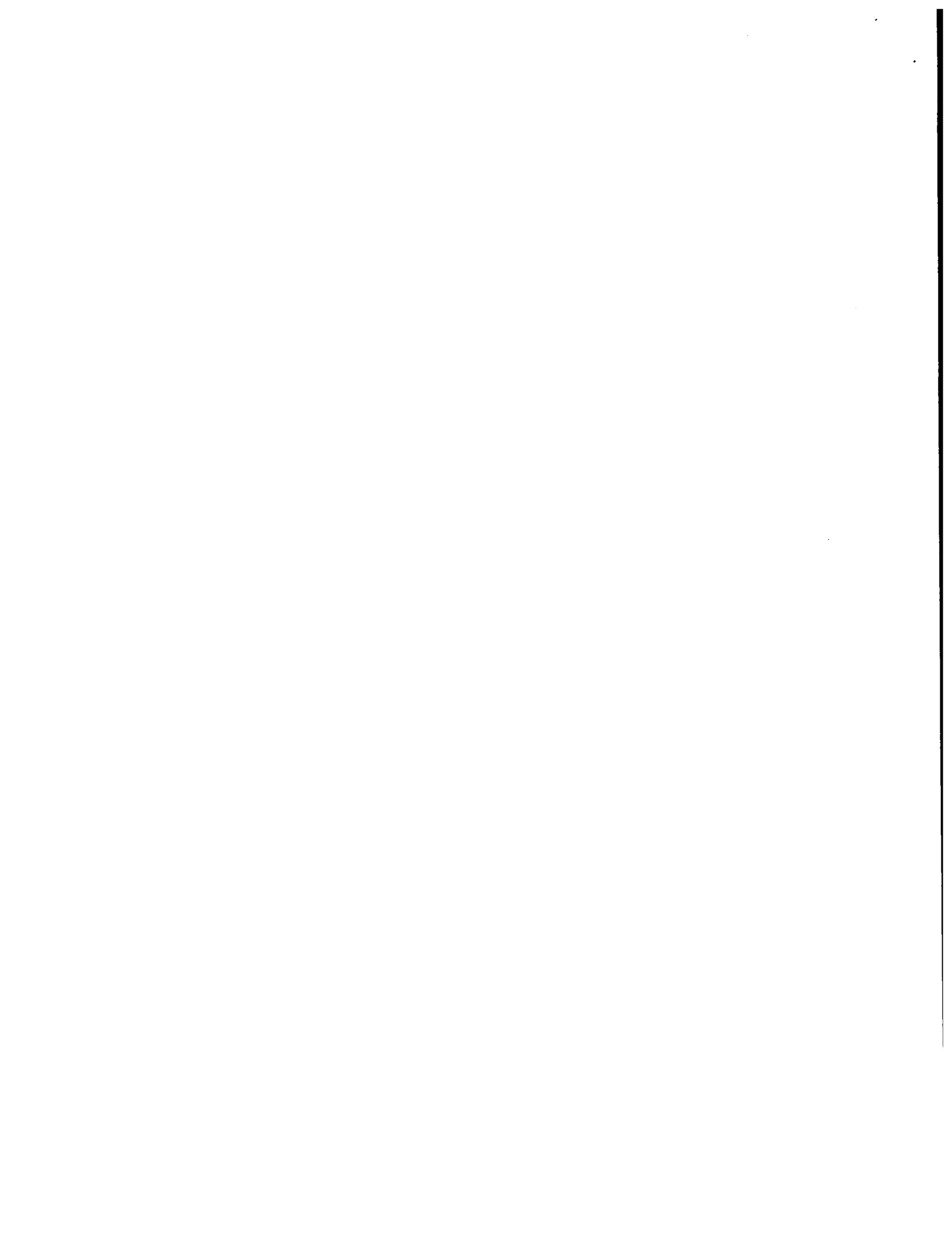
The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees as may be applicable to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

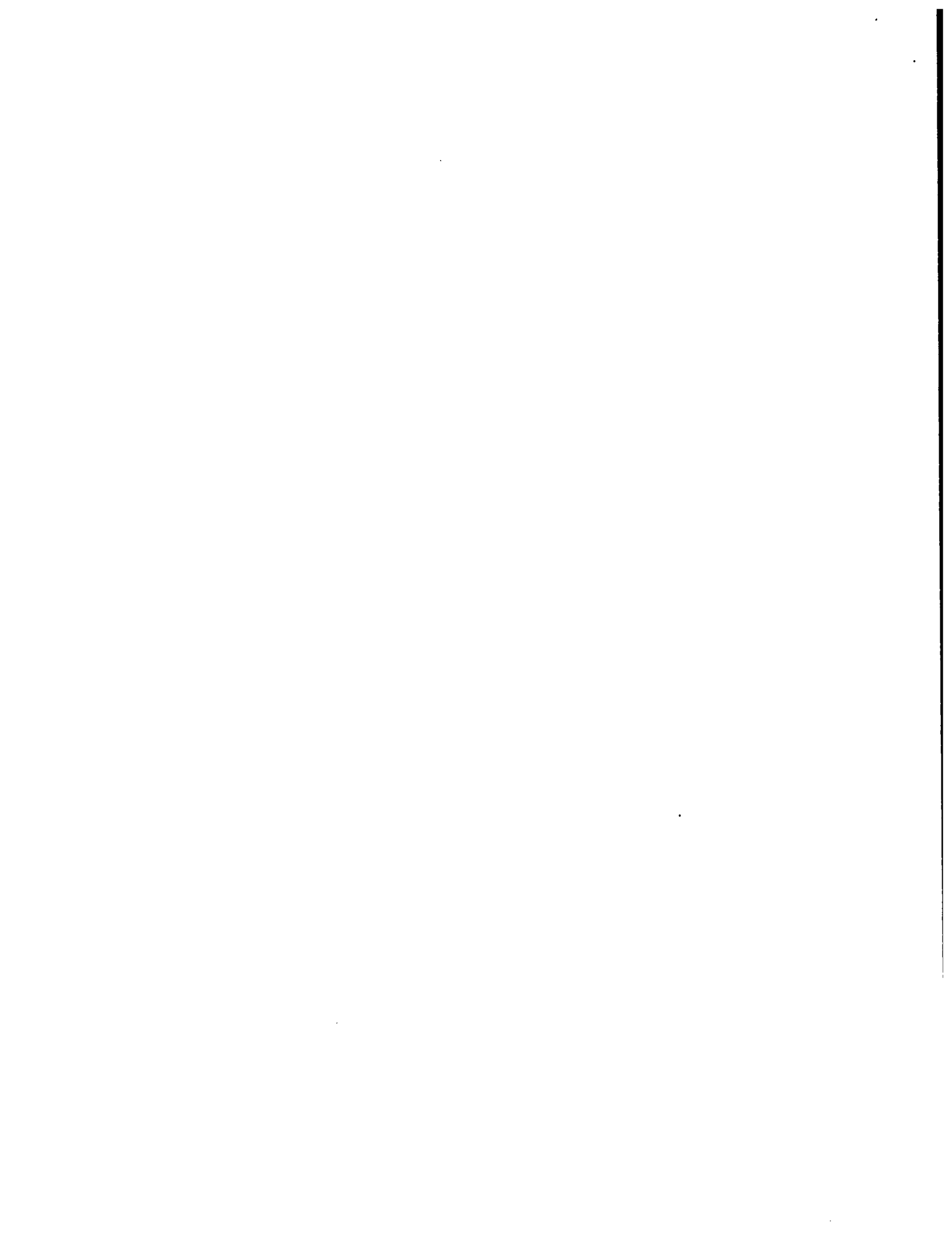
(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as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

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

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

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

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



(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

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

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

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

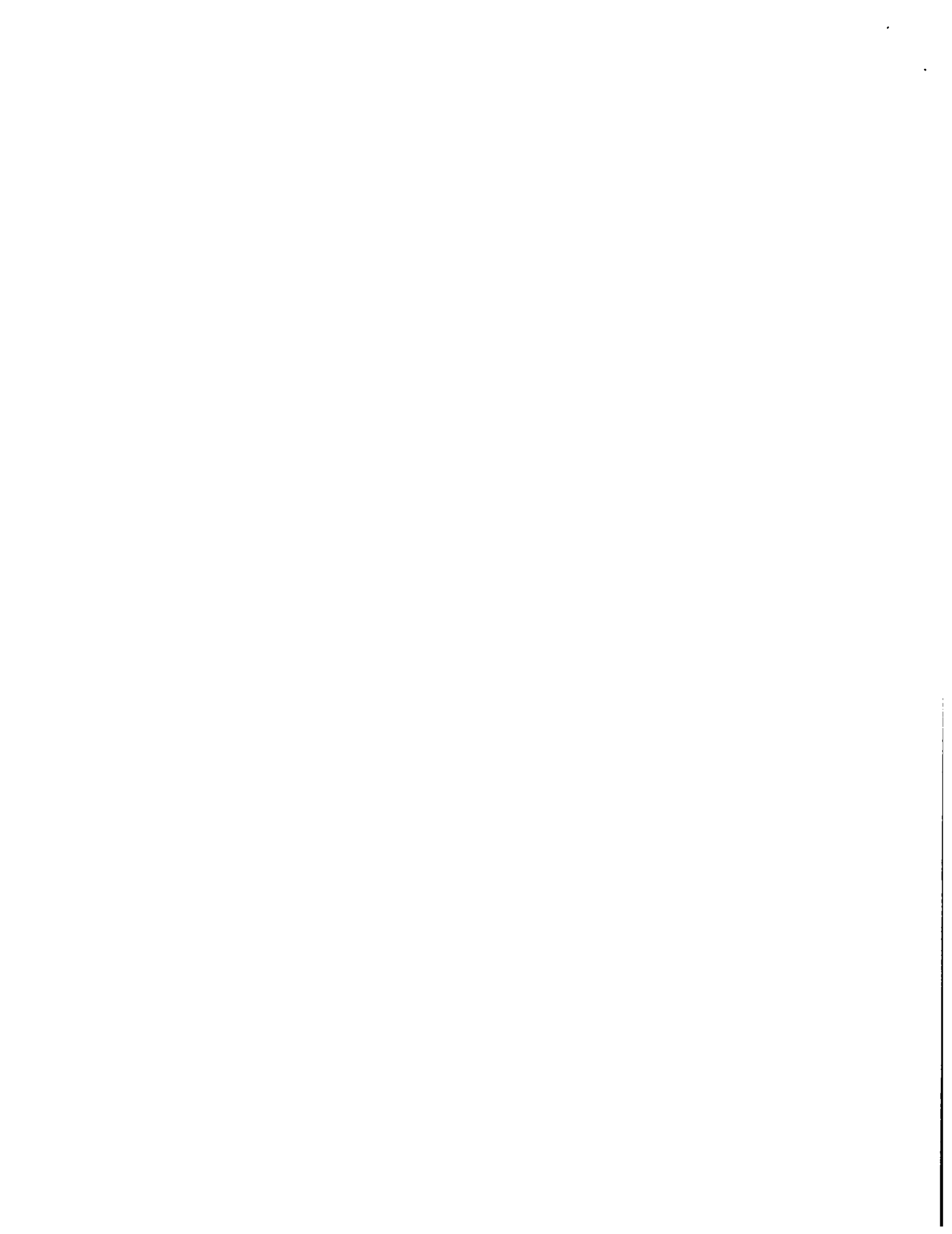
(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the Public Agency Compliance Officer and the Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C.



17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

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

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

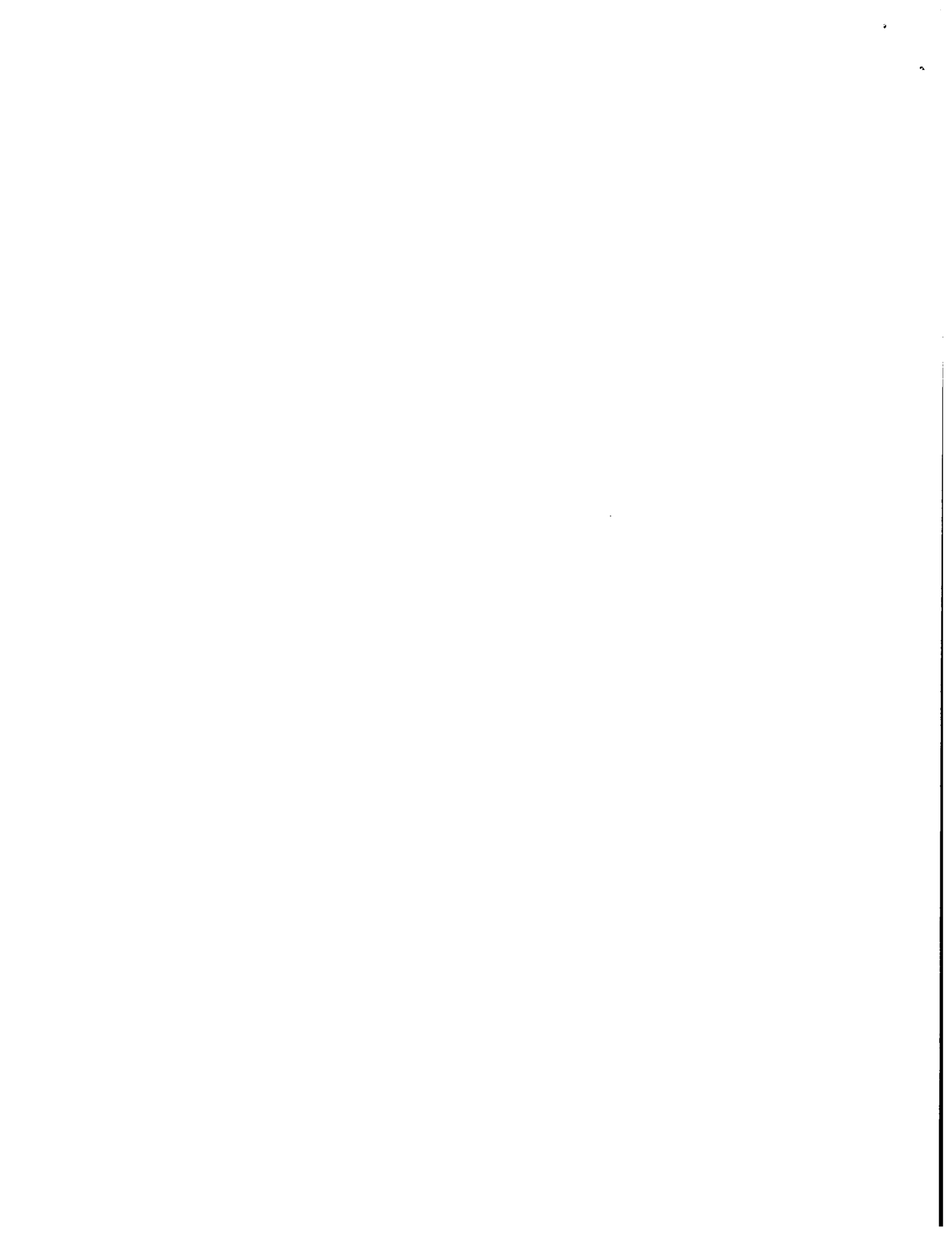
Company: \_\_\_\_\_ Date: \_\_\_\_\_

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









**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2022.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Notice To Bidders to execute the Agreement and furnish the required CONTRACTOR's PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

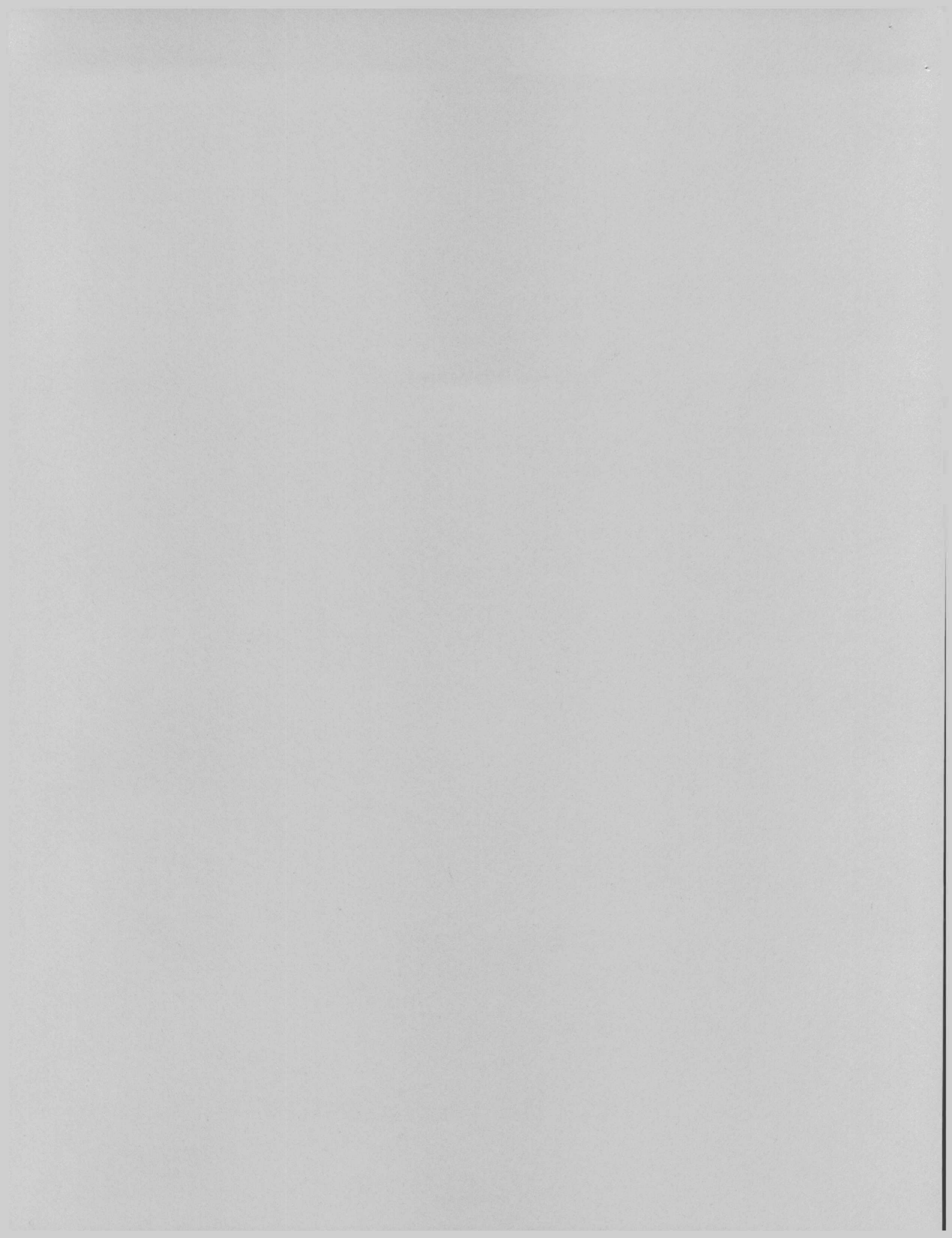
\_\_\_\_\_  
(Owner)

By: Frank J. Little, Jr., P.E., P.P., C.M.E.  
Title: Municipal Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: \_\_\_\_\_

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

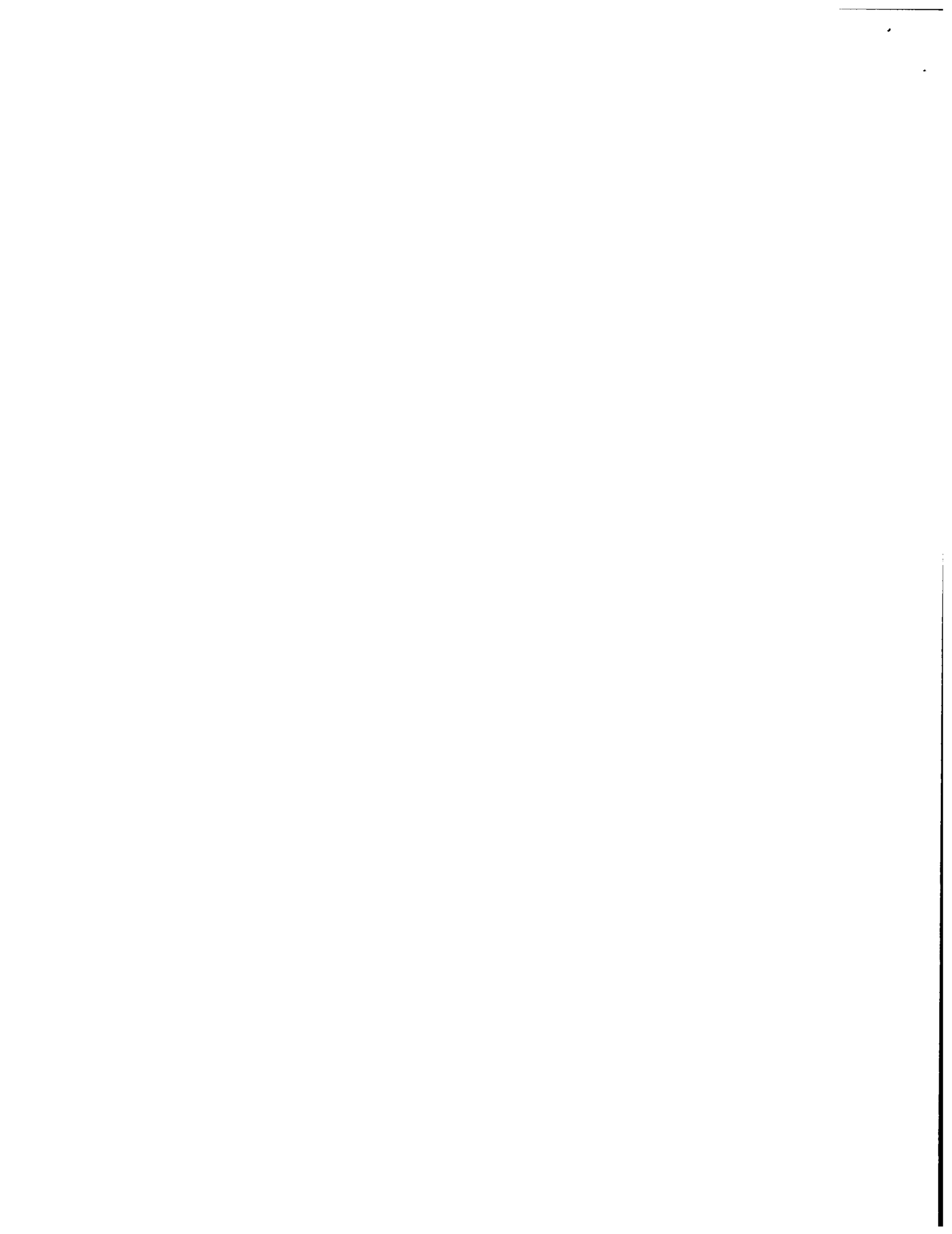
You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Owner)  
By: Frank J. Little, Jr., P.E., P.P., C.M.E.  
Title: Borough Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: \_\_\_\_\_ this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_





# State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

RHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

March 21, 2022

22-1734209  
Identification No:

C. J. Hesse, Inc.  
25 First Avenue  
Atlantic Highlands, New Jersey 07716

RE: NOTICE OF CLASSIFICATION

Dear Sir/Madam:

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

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

Work Classification(s)	Project Rating(s)
5-Heavy Highway	\$20,000,001 to \$50,000,000
8-General Concrete	

Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x7) as determined by the Department from the information you submitted for the Close of Business on 9/30/21. See attachment for explanation.

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

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"

New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

NOTICE OF CLASSIFICATION

C. J. Hesse, Inc.

Page 2

This CLASSIFICATION will be effective 3/30/22 and will expire 3/31/23.

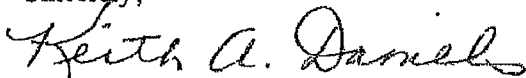
Your financial capability is defined as the dollar threshold on the maximum amount of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter.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

Bids 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 types 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 type or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

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

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

Sincerely,



Keith A. Daniels

Manager

Bureau of Construction Services

\* Attachment



Certificate Number  
608194

Registration Date: 08/02/2021  
Expiration Date: 08/01/2023



# 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:

C. J. Hesse, Inc.  
**2021**

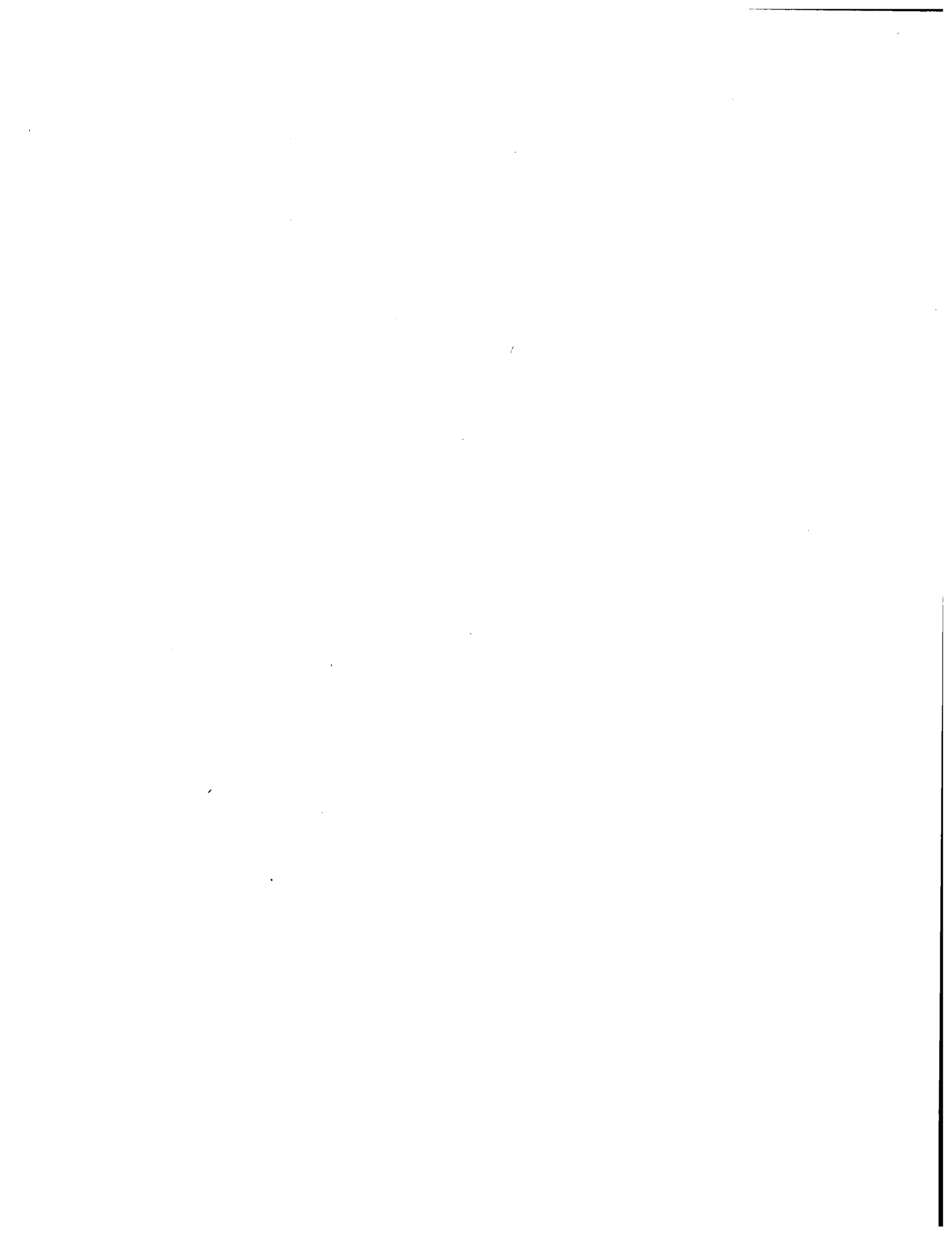
**Responsible Representative(s):**

Marianne Hesse, President

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

NON TRANSFERABLE

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



Certification 8925

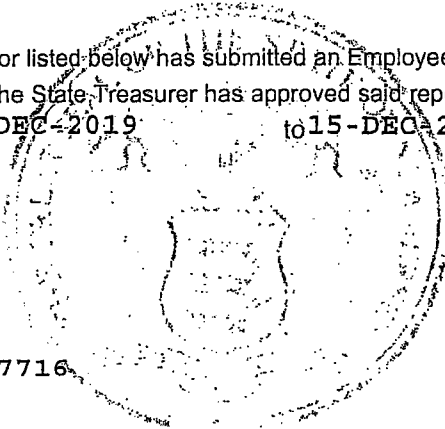
## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### 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-2019~~ to ~~15-DEC-2026~~

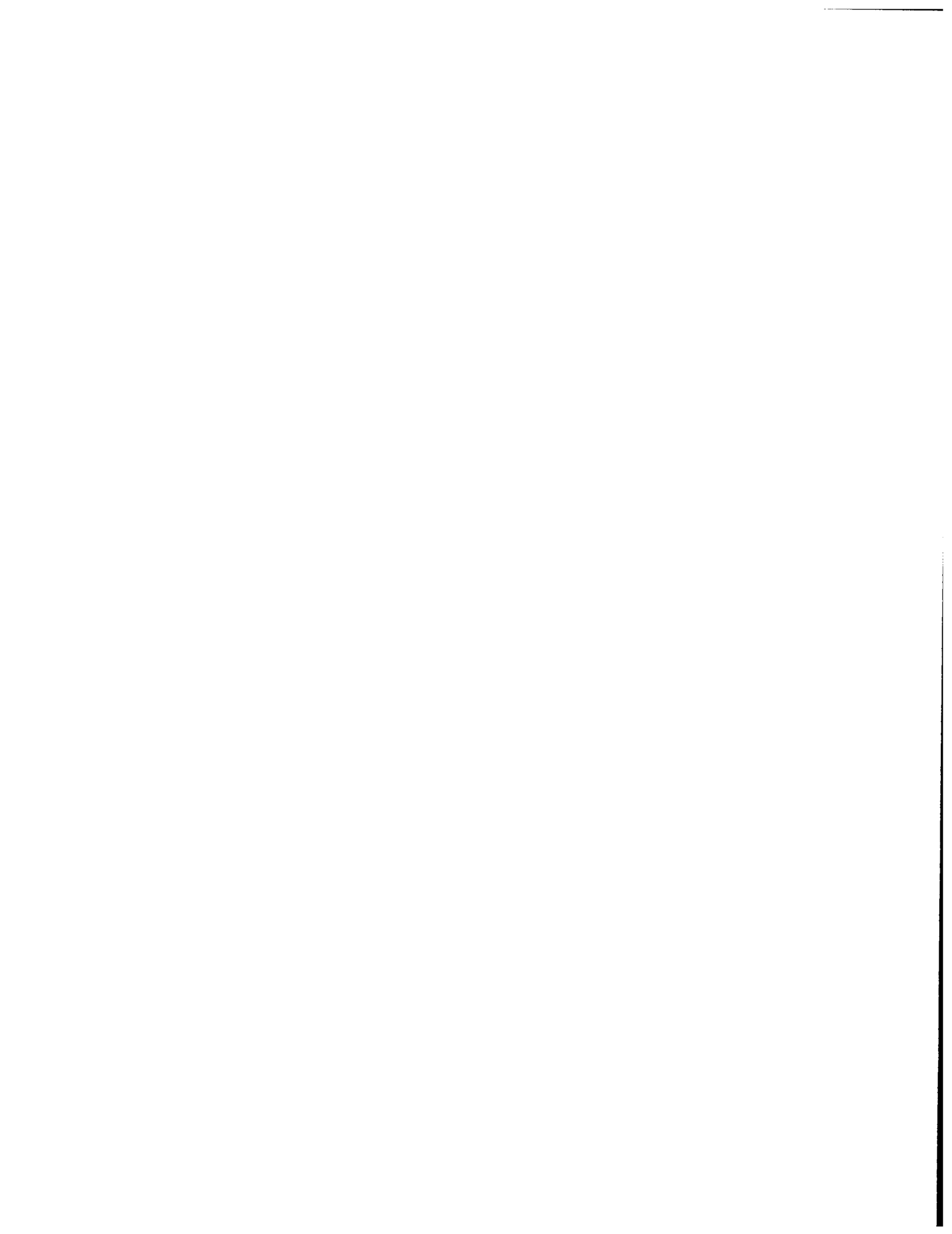
C.J. HESSE, INC.  
25 FIRST AVENUE  
ATL. HIGHLANDS

NJ 07716



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer



08/10/04

Taxpayer Identification# 221-734-209/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

C J HESSE INC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-734-209/000

SEQUENCE NUMBER:

0103507

ADDRESS:

25 FIRST AVE  
ATLANTIC HIGHLAND NJ 07716

ISSUANCE DATE:

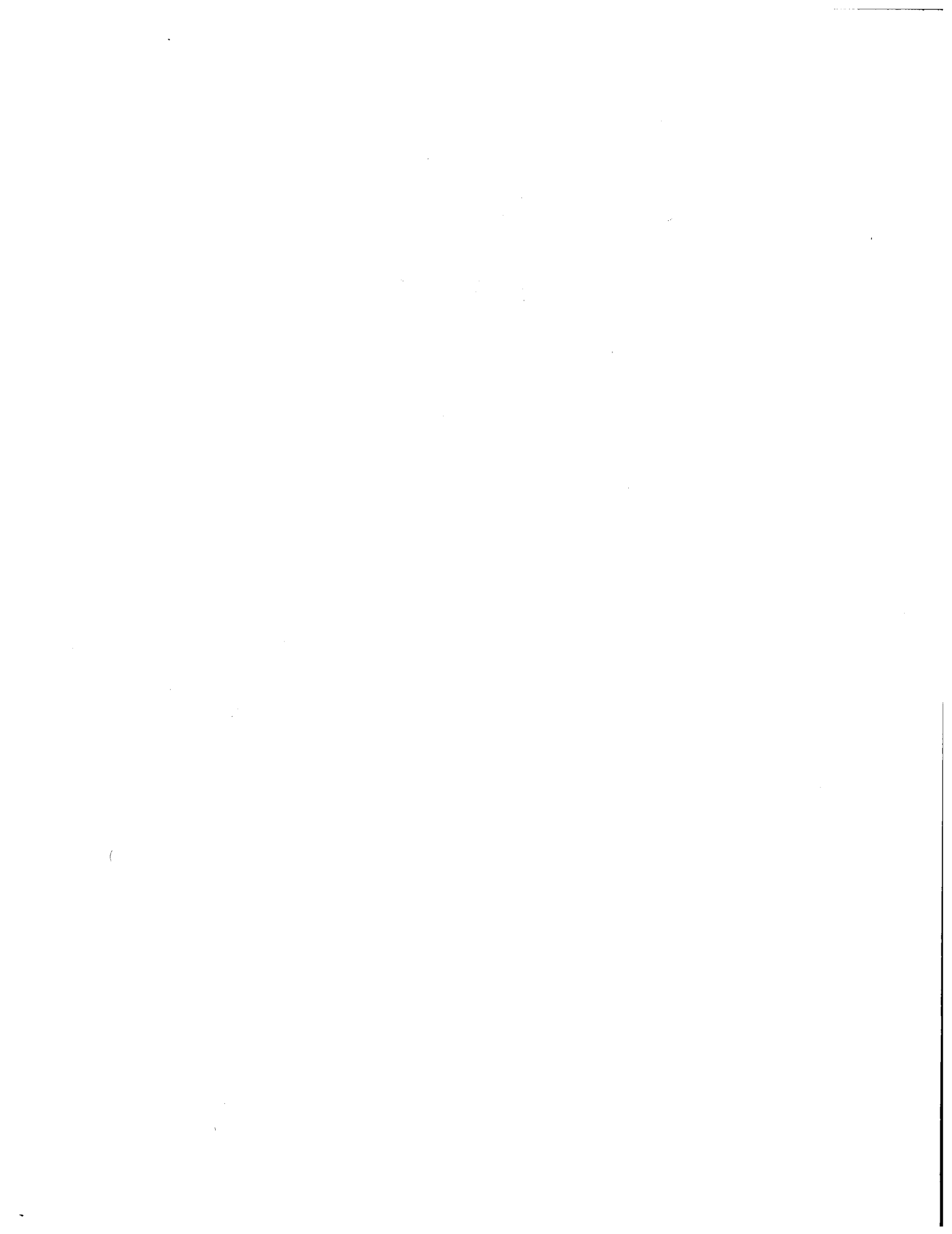
08/10/04

EFFECTIVE DATE:

01/27/64

FORM BRC(08-04)

*John E. Tully*  
Acting Director



C.J. Hesse, Inc. Status of Contracts Schedule - As of October 31, 2022

Accounts receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)												
Job No.	NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, STATE, ZIP CODE & PHONE NUMBER	NAME & LOCATION OF PROJECT-TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	Prime or Sub-Contractor		(A) ADJUSTED CONTRACT AMOUNT	(B) AMOUNT EARNED & BILLED	(C) AMOUNT RECEIVED	(D) RETAINAGE	(E) AMOUNT DUE EXCLUDING RETAINAGE	(F) TOTAL AMOUNT DUE INCLUDING RETAINAGE	(G) BALANCE TO BE COMPLETED	(H) % COMPLETE / DATE
			Pr.	Sub.								
19-06	Ocean County 129 Hooper Avenue Toms River, NJ 08753	Reconstruction East County Line Road	X		\$2,086,040	\$1,977,810	\$1,922,577	\$39,556	\$15,677	\$55,233	\$108,230	95% Sep-22
19-10	Schiavone Const. Co. 150 Meadowlands Pkwy Seacaucus, N.J. 07094	Mill & Pave NTJA T100 145		X	\$2,851,361	\$2,297,764	\$2,067,988	\$229,776	\$0	\$229,777	\$553,596	81% Aug-24
19-27	County of Mercer 640 S. Broad Street Trenton, N.J. 08650	Trenton/Mercer Taxiway F	X		\$4,138,934	\$4,138,934	\$4,067,201	\$0	\$71,734	\$71,734	\$0	100%
19-31	Union Paving 1140 Globe Avenue Mountainside, NJ 0709	Route 1&9 Milling & Paving	X		\$6,268,619	\$5,024,962	\$3,897,122	\$100,499	\$1,027,341	\$1,127,840	\$1,243,657	80% Dec-22
20-04	J. Sanzari 100 W Franklin St Hackensack, NJ 07601	NJTA T300.489 Mill & Pave		X	\$4,796,185	\$4,796,185	\$4,536,764	\$0	\$259,421	\$259,421	\$0	100%
20-07	NJTA PO BOX 5042 Woodbridge, NJ 07095	Parkway Mill & Pave	X		\$25,926,740	\$25,926,740	\$25,926,240	\$0	\$500	\$500	\$0	100%
20-11	Ocean County 129 Hooper Avenue Toms River, NJ 08753	Manchester Ave Reconstruction	X		\$1,418,012	\$1,294,944	\$1,269,045	\$25,899	(\$0)	\$25,899	\$123,068	100%
20-12	Midlantic Construction 371 N Main St Barnegat, N.J. 08005	NJTA MP 30-35 Mill and Pave		X	\$18,784,633	\$8,684,583	\$7,510,448	\$173,692	\$1,000,444	\$1,174,136	\$10,100,050	46% Dec-23
20-14	Fitzpatrick P.O. Box 1408 Eatontown, NJ 07724	Monmout Co. Court House Mill and Pave	X		\$161,674	\$161,674	\$134,157	\$3,233	\$24,283	\$27,517	\$0	100%
20-16	County of Mercer 640 S. Broad Street Trenton, N.J. 08650	Trenton/Mercer Taxiway D Connector	X		\$5,514,397	\$5,486,992	\$5,277,435	\$109,740	\$99,817	\$209,557	\$27,405	100%
20-18	NJDOT 1035 Parkway Ave CN 604 Trenton, N.J. 08625	Manahawkin Bay Br Contract 1A & 1B	X		\$34,665,014	\$13,391,322	\$13,123,689	\$146,802	\$120,831	\$267,633	\$21,273,692	39% Dec-24
21-02	Gary Kubiak & Son Electric Inc 12 Sharon Road Robbinsville, NJ 08691	Ocean County Airport T-Hangers & Taxilanes		X	\$371,532	\$371,532	\$364,102	\$0	\$7,431	\$7,431	\$0	100%
21-06	Ocean County 129 Hooper Avenue Toms River, NJ 08753	Ocean County Airport Apron Rehab Phase 1	X		\$1,152,380	\$904,029	\$294,490	\$18,081	\$591,459	\$609,540	\$248,351	78% Dec-22
21-07	J. Sanzari 100 W Franklin Street Hackensack, NJ 07601	Woodrow Wilson Service Area Mill & Pave		X	\$1,543,449	\$1,543,449	\$942,188	\$30,869	\$570,392	\$601,261	\$0	100%
22-02	Ocean County 129 Hooper Avenue Toms River, NJ 08753	Ocean County Airport Apron Rehab Phase 3 & 4	X		\$1,188,820	\$666,246	\$0	\$13,325	\$652,921	\$666,246	\$522,574	56% Dec-22
22-03	J. Sanzari 100 W Franklin St Hackensack, NJ 07601	Molly Pitcher Service Area Mill & Pave		X	\$2,893,474	\$2,893,474	\$1,769,351	\$57,869	\$1,066,254	\$1,124,123	(\$0)	100% Aug-22
22-05	Ocean County 129 Hooper Avenue Toms River, NJ 08753	2020D Recon & Resurface	X		\$3,955,020	\$1,185,661	\$752,002	\$23,713	\$409,946	\$433,659	\$2,769,358	30% Dec-22
22-06	Nicholson Corp 27 Ridge Road Whitehouse Station, NJ 08889	JBMDL Road Repairs		X	\$4,533,162	\$0	\$0	\$0	\$0	\$0	\$4,533,162	0% Nov-22





C.J. Hesse, Inc. Status of Contracts Schedule - As of October 31, 2022

Accounts receivable from Construction Contracts and Status of Contracts on Hand (Omit Cents)												
Job No.	NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, STATE, ZIP CODE & PHONE NUMBER	NAME & LOCATION OF PROJECT-TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	Prime or Sub-Contractor		(A) ADJUSTED CONTRACT AMOUNT	(B) AMOUNT EARNED & BILLED	(C) AMOUNT RECEIVED	(D) RETAINAGE	(E) AMOUNT DUE EXCLUDING RETAINAGE	(F) TOTAL AMOUNT DUE INCLUDING RETAINAGE	(G) BALANCE TO BE COMPLETED	(H) % COMPLETE / DATE
			Pr.	Sub.								
22-07	Manchester Township 2515 Ridgeway Road Manchester, NJ 08759	Schoolhouse / Wranglebrook Recon	X		\$321,020	\$0	\$0	\$0	\$0	\$0	\$321,020	0% Mar-23
22-08	Woodbridge Township One Main Street Woodbridge, NJ 07095	Rt 9 & Main St Recon	X		\$12,611,020	\$0	\$0	\$0	\$0	\$0	\$12,611,020	0% Oct-23
22-09	Nicholson Corp 27 Ridge Road Whitehouse Station, NJ 08889	RUMC Paving		X	\$155,527	\$155,527	\$0	\$0	\$155,527	\$155,527	\$0	100% Oct-22
22-10	Eagles Nest Aerodrome LLC 100 Airport Road West Creek, NJ 08092	Eagles Nest Airport Paving	X		\$862,020	\$0	\$0	\$0	\$0	\$0	\$862,020	0% Nov-22
22-11	Township of Wall 2700 Allaire Road Wall, NJ 07719	Municipal Lot Paving	X		\$771,020	\$0	\$0	\$0	\$0	\$0	\$771,020	0% Dec-22
					<b>\$136,970,052</b>	<b>\$80,901,830</b>	<b>\$73,854,797</b>	<b>\$973,055</b>	<b>\$6,073,978</b>	<b>\$7,047,033</b>	<b>\$56,068,222</b>	



**PERFORMANCE RECORD**  
**LIST OF CONTRACTS COMPLETED**

<b>NAME OF OWNER &amp; COMPLETE ADDRESS STREET, TOWN, ST. , ZIP CODE</b>	<b>NAME &amp; LOCATION OF PROJECT-TYPE OF WORK PERFORMED BY YOUR ORG.</b>	<b>PRIM</b>	<b>SUB</b>	<b>CONTRACT PRICE (OMIT CENTS)</b>	<b>DATE COMPLETED MO/YR.</b>	<b>ENGINEER IN CHARGE FOR OWNER &amp; PHONE NOS.</b>	<b>WAS TIME EXTENSION NECESARRY</b>	<b>WERE ANY PENALTIES IMPOSED</b>	<b>WERE LIENS CLAIMS OR STOP NOTICES FILED</b>
<b>Benjamin R. Harvey Co.</b> 9 Cindy Lane Ocean, NJ 07712	Lacey-Walmart		X	4,779,300	Oct. '09	Ben Harvey 732-493-2300	NO	NO	NO
<b>Midlantic Construction</b> 371 North Main Street Barnegat, NJ 08005	Interchange 67 Paving		X	2,324,971	Sept. '10	Mike Murray 732-223-9393	NO	NO	NO
<b>Township of Toms River</b> 33 Washington Street Toms River, NJ 08753	Toms River Overlay Milling & Paving 2009	X		3,063,275	Sept. '10	Robert J. Chankalain 732-341-1000	NO	NO	NO
<b>County of Ocean</b> P.O. Box 2191 Toms River, NJ 08753	Pinewald-Keswick Road	X		2,211,212	Feb. '11	John Ernst 732-929-2130	NO	NO	NO
<b>Midlantic Construction</b> 371 North Main Street Barnegat, NJ 08005	GSP M.P. 75 to 80.8		X	16,996,332	July '11	Mike Murray 732-223-9393	NO	NO	NO
<b>County of Mercer</b> 640 S. Broad Street Trenton, NJ	Trenton Mercer Airport Improvements	X		13,126,344	Oct. '12	Nick McLaughlin 315-455-2000	NO	NO	NO
<b>County of Ocean</b> P.O. Box 2191 Toms River, NJ 08754	Reconstruction of Rt 530 (Rt 539 to Schoolhouse Road)	X		4,073,184	Dec.'12	John Ernst 732-929-2130	NO	NO	NO
<b>County of Ocean</b> P.O. Box 2191 Toms River, NJ 08754	Ocean County Airport New Runway & Taxiway	X		5,806,037	Sept.'13	Nick McLaughlin 315-455-2000	NO	NO	NO
<b>County of Mercer</b> 640 S. Broad Street Trenton, NJ	Trenton Mercer Airport Phase II	X		16,076,313	Nov. '13	Nick McLaughlin 315-455-2000	NO	NO	NO
<b>Fitzpatrick &amp; Associates</b> PO Box 1408 Eatontown, NJ 07724	Old Bridge Medical Center		X	4,318,107	Sept. '14	John Fitzpatrick 732-542-6100	NO	NO	NO
<b>Township of Berkeley</b> PO Box B Bayville, NJ 08721	Resurfacing of Station Road	X		529,883	Sept. '14	Steve Williams 732-286-9220	NO	NO	NO
<b>Northeast Remsco</b> 1433 Route 34 South Farmingdale, NJ 07727	GS Pkwy Bass River Bridge		X	3,767,836	May '15	James Hand 732-489-1534	NO	NO	NO



**PERFORMANCE RECORD**  
**LIST OF CONTRACTS COMPLETED**

NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, ST. , ZIP CODE	NAME & LOCATION OF PROJECT-TYPE OF WORK PERFORMED BY YOUR ORG.	PRIM	SUB	CONTRACT PRICE (OMIT CENTS)	DATE COMPLETED MO/YR.	ENGINEER IN CHARGE FOR OWNER & PHONE NOS.	WAS TIME EXTENSION NECESARRY	WERE ANY PENALTIES IMPOSED	WERE LIENS CLAIMS OR STOP NOTICES FILED
<b>Midlantic Construction</b> 371 North Main Street Barnegat, NJ 08005	GSP M.P. 90.5-93.5 N&S		X	12,460,528	May '16	Mike Murray 732-223-9393	NO	NO	NO
<b>Schiavone Construction</b> 2210 East Bay Avenue Stafford, NJ 08050	Rt 72 Mananahawkin Bay Bridge-Contract 2		X	2,726,626	Sept. '16	Rocco Cerami 609-488-2299	NO	NO	NO
<b>NJ Turnpike Authority</b> 581 Main Street Woodbridge, NJ 07095	GSP M.P. 105 Hope Road & Route 36	X		10,095,703	May '16	Joe Francisco 201-954-8821	NO	NO	NO
<b>County of Ocean</b> P.O. Box 2191 Toms River, NJ 08754	Reconstruction/Resurfacing of Route 528	X		3,029,476	Sept. '17	John Ernst 732-929-2130	NO	NO	NO
<b>US Army Corps of Engineers</b> FAA Technical Center, Bldg 15 Atlantic City Airport, NJ 08405	FAA Test Bed Refurbishment	X		6,076,272	June '17	Christian Bickings 609-569-0135	NO	NO	NO
<b>The Brunetti Organization</b> 1655 Rt. 9, PO Box 1004 Old Bridge, NJ 08857	Oaks @ Glenwood, Phase I Offsite Improvements		X	3,198,619	Oct. '17	Gerry Primevera 732-727-3300	NO	NO	NO
<b>County of Mercer</b> 640 S. Broad Street Trenton, NJ	Trenton Mercer Airport Rehab Taxiways H,B & F	X		2,120,130	Dec. '17	Anthony Cyper 315-455-2000	NO	NO	NO
<b>Brick Twp Bd of Ed</b> 101 Hendrickson Avenue Brick, NJ 08724	Brick Veterans Memorial Sitework	X		838,111	Apr. '18	Chritopher Borinski 973-538-2120	NO	NO	NO
<b>Schiavone Construction</b> 150 Meadowlands Pkwy. Secaucus, NJ 07094	Rt 37 Mathis Bridge Paving		X	856,896	May '18	Rocco Cerami 609-488-2299	NO	NO	NO
<b>Midlantic Construction</b> 371 North Main Street Barnegat, NJ 08005	GS Pkwy M.P.38-41 North & South		X	9,844,303	Aug. '18	Mike Murray 732-223-9393	NO	NO	NO
<b>NJ Transit</b> One Penn Plaza East Newark, NJ 07105	Headwall Project	X		351,848	Oct. '18	Douglas Flannery 201-707-1950	NO	NO	NO
<b>Rencor, Inc.</b> 24 Tannery Road Somerville, NJ 08876	NJTA P200.369 Milling & Paving		X	1,017,475	May '19	Lou Renda 908-534-2131	NO	NO	NO
<b>NJ Transit</b> One Penn Plaza East Newark, NJ 07105	North Bergen 69th St. Bridge Main Bridge Project	X		5,622,850	June' 19	Douglas Flannery 201-707-1950	NO	NO	NO









# HESSE COMPANIES

## EQUIPMENT LIST 2022

PAGE #1

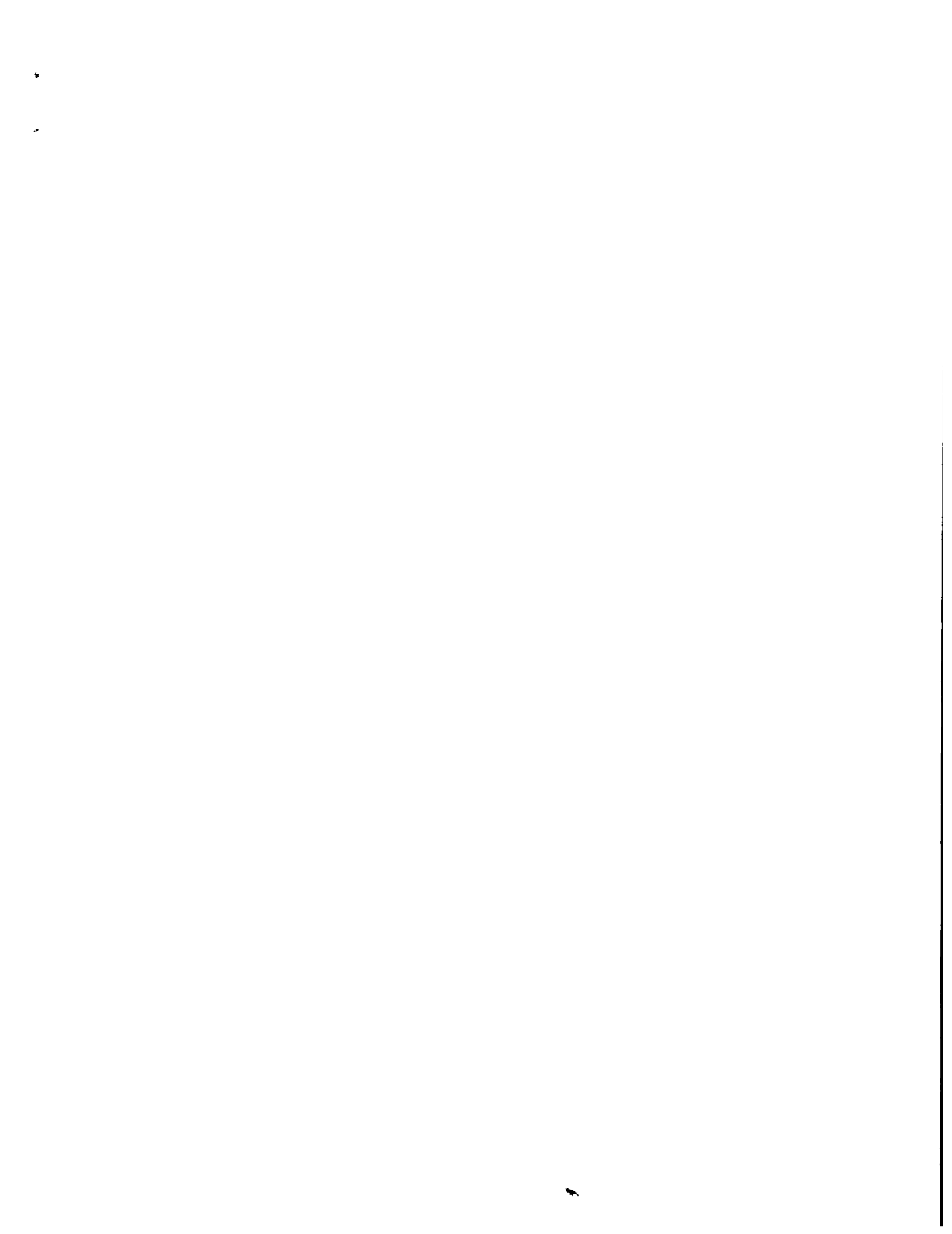
Code		Description	PLATE	OWNER	Serial Number	LOC	INS REQ'D?	Value
	4	<b>Compactors</b>						
CM 0155		2005 CAT 836 H	x	OCLF	BXD000253	OCLF	Y	500,000
CM 0156		2006 CAT 836 H	x	OCLF	BXD00417	OCLF	Y	700,000
CM 0157		2011 CAT 836 H	x	OCLF	BXDO1040	OCLF	Y	850,000
CM 0158		2013 CAT 836 H	x	OCLF	BXD01233	OCLF	Y	700,000
	30	<b>Loaders</b>						
LD 0001		2011 JD Skid Steer 329 D		HESCON	205418	OCLF	Y	70,000
LD 0002		2011 Komatsu WA 380-6 Side Dump Loader		HESCON	66262	OCLF	Y	220,000
LD 0101		2004 Komatsu WA500-3LK	x	OCLF	A72154	OCLF	Y	135,000
LD 0352		2002 Komatsu WA500-3A		BWC	52074	BW	Y	140,000
LD 0353		2006 CAT 980 H Loader		BWC	0980HEJMS01377	BW	Y	225,000
LD 0354		2009 JD 844 K Loader		BWC	DW844KX6236625	BW	Y	300,000
LD 0355		2013 CAT 980 K Loader		BWC	W7K01017	BW	Y	400,000
LD 0356		2018 CAT 980 M Wheel Loader		BWC	XDJ00940	BW	Y	468,000
LD 0533		1992 CAT IT28B		ATLTRK	IHF02429	BW	Y	15,000
LD 0540		1993 CAT 966FII	x	ATLTRK	01SL00530	OCLF	Y	35,000
LD 0564		1993 CAT 950F		ATLTRK	O8TK00393	BW	Y	30,000
LD 0573		2001 CAT 966G	x	ATLTRK	3PW01112	BW	Y	100,000
LD 0574		2001 John Deere 270 Skid Steer		ATLTRK	KV0270F370208	BW	Y	9,000
LD 0575		2003 IT28G CAT		ATLTRK	DBT00618	BW	Y	50,000
LD 0576		2005 John Deere Skid Steer		ATLTRK	T00328F112444	BW	Y	24,000
LD 0577		2008 John Deere Skid Steer		ATLTRK	T00332F163659	BW	Y	45,000
LD 0578		2008 John Deere Trac-Skid Steer		ATLTRK	170139	BW	Y	52,000
LD 0579		2011 JD Skid Steer 332 D		ATLTRK	1T0332DMCB0199701	BW	Y	45,000
LD 0580		2012 JD Skid Steer 332 D		ATLTRK	1T0332DMPCD222304	BW	Y	45,000
LD 0581		2012 J Deere 544K Loader		ATLTRK	1DW544KZTCD642202	BW	Y	165,000
LD 0582		2013 J Deere 333E Skid Steer		ATLTRK	1T0333EMJDE239803	BW	Y	70,000
LD 0583		1994 CAT 966 (Parker's)		ATLTRK	01SLO1109	BW	Y	60,000
LD 0584		2016 KOMATSU WA-500-7		ATLTRK	A94405	OCLF	Y	428,000
LD 0585		2019 J Deere 333 G Track skid steer		ATLTRK	1T0333GMLJF342048	BW	Y	70,000
LD 0586		2019 J Deere 333 G Track skid steer		ATLTRK	1T0333GMAJF341173	BW	Y	70,000
LD 0587		2019 CAT 950 M Wheel loader		ATLTRK	OJ1S02454	BW	Y	314,000
LD 0588		2018 CAT SKID STEER 299 D3 HF		ATLTRK	DY902018	BW	Y	105,000
LD 0589		2020 CAT Skid Steer 299 3XE		ATLTRK	CAT0299DTBX902059	BW	Y	105,000
LD 0590		2020 Wheel Loder 980M		ATLTRK	OXDJ00361	BW	Y	415,000
LD 0591		2020 950M Wheel Loader		ATLTRK	CAT0950MKJ1S02354	BW	Y	300,000
	24	<b>Backhoes</b>						
BH 0001		2008 Komatsu PC-400 LC-8		HESCON	A88399	OCLF	Y	300,000
BH 0002		2018 Komatsu PC 490LC-11		HESCON	A42013	OCLF	Y	419,000
BH 0100		2005 Komatsu PC-400 LC-7 (W/Grapple)		OCLF	A86280	OCLF	Y	220,000
BH 0102		2013 PC-228 USLC-8		OCLF	51551	OCLF	Y	220,000
BH 0103		J. Deere 410 K Backhoe		OCLF	1T0410KXEDE250722	OCLF	Y	100,000
BH 0104		2018 Komatsu PC 490LC-11		OCLF	A41879	OCLF	Y	393,000
BH 0525		1991 Komatsu PC 400 LC-5		ATLTRK	A70511	BW	Y	20,000
BH 0559		1996 Komatsu PC 400 LC-6		ATLTRK	A80647	BW	Y	54,000
BH 0560		1999 Komatsu WB 150		ATLTRK	SEF10011	OCLF	Y	10,000
BH 0561		2000 New Holland 655E		ATLTRK	31024478	BW	Y	18,000
BH 0562		1997 Samsung SE130LCM		ATLTRK	DBY1297	OCLF	Y	20,000
BH 0563		2008 JD 410 J Combo Hoe		ATLTRK	T0410TJ166349	BW	Y	84,000
BH 0564		2008 Komatsu PC 228		ATLTRK	41234	BW	Y	175,000
BH 0565		2007 Volvo EC55B Mini-Excavator		ATLTRK	V00036653	BW	Y	33,000
BH 0566		2012 J. Deere Mini Excavator 27D		ATLTRK	256757	BW	Y	31,000

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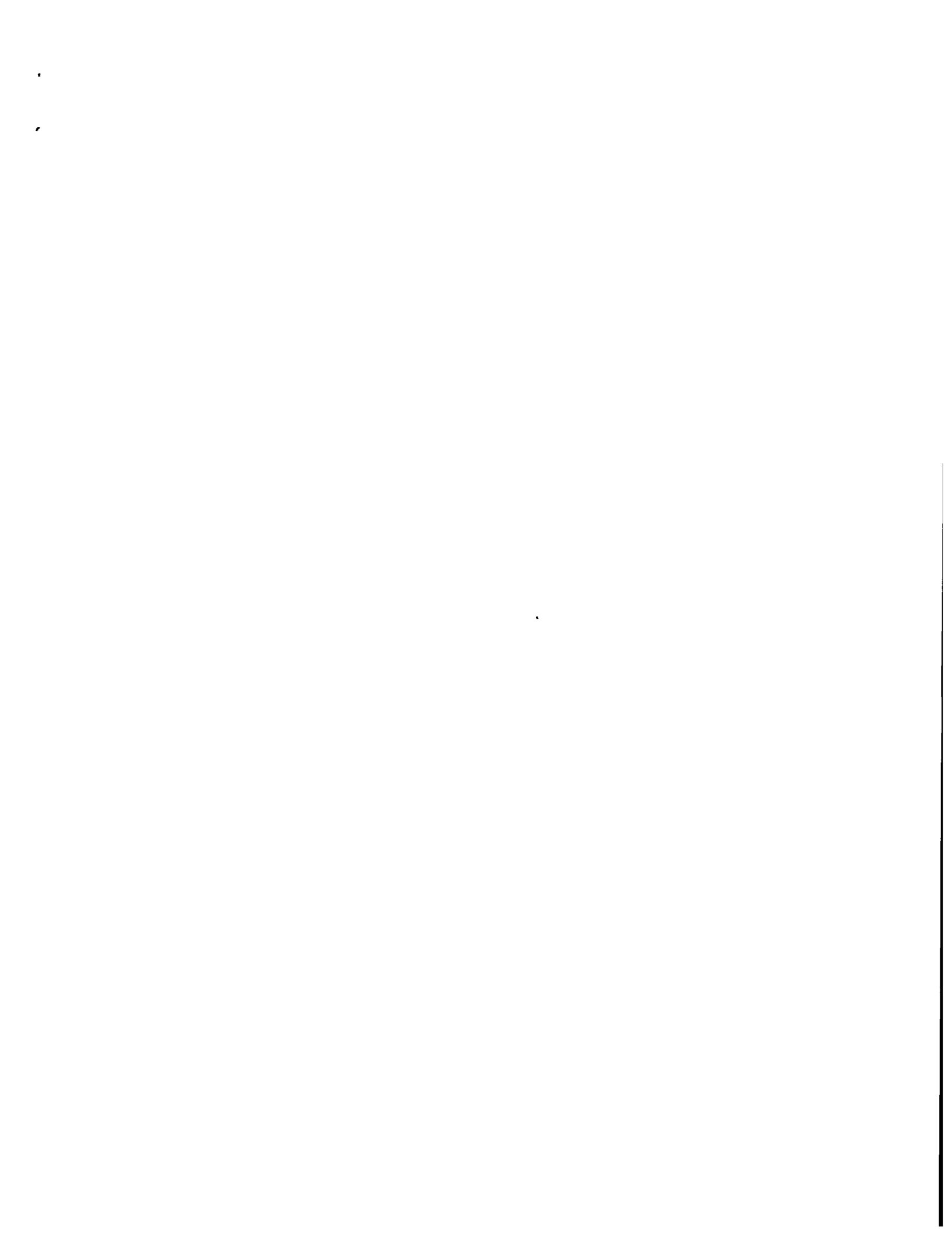
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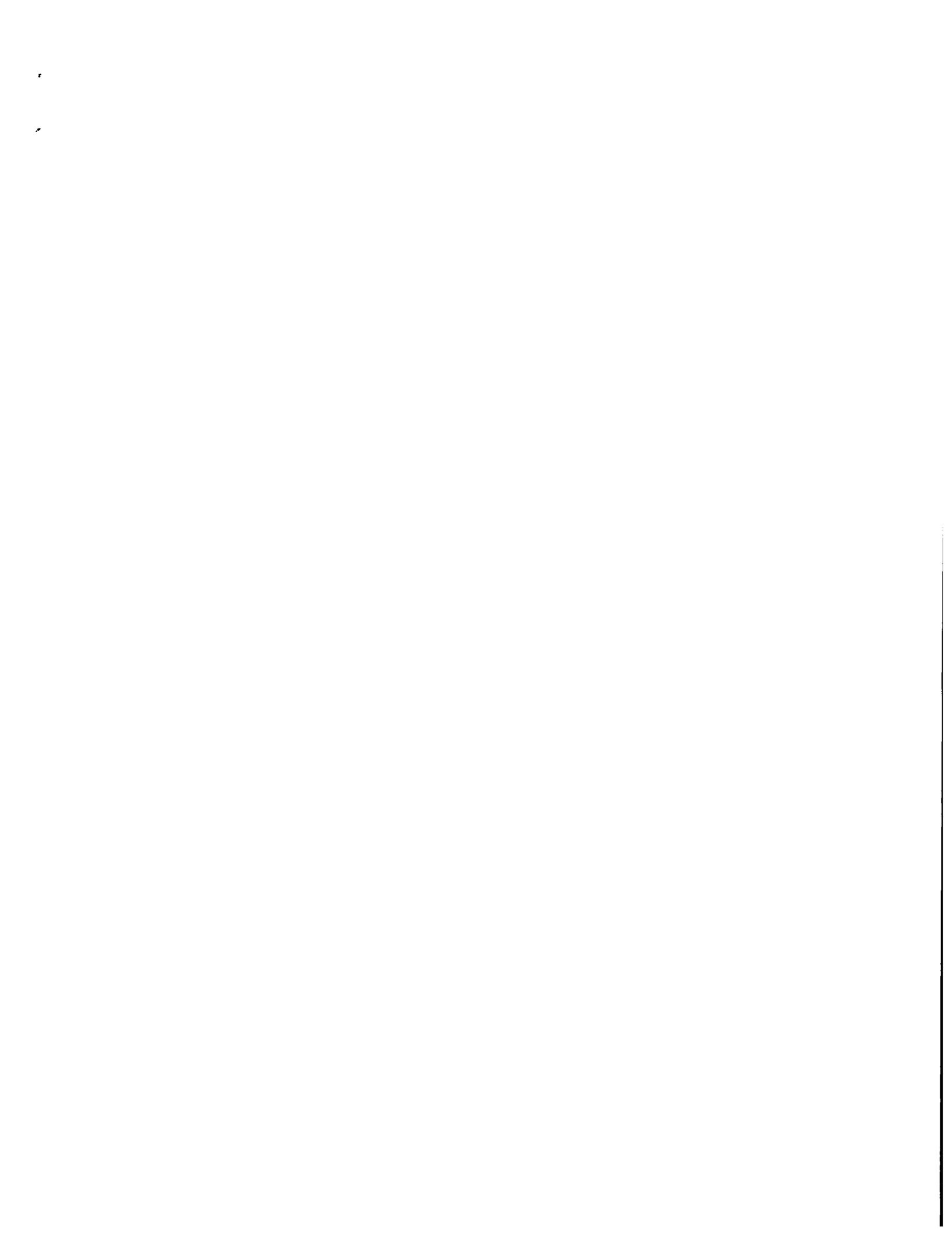
BH 0568		2018 Komatsu PC 490LC-11	ATLTRK	A42015	BW	Y	409,000
BH 0569		2018 Komatsu PC 238 LC-11	ATLTRK	5485	BW	Y	224,000
BH 0570		2018 CAT Mini-Excavator	ATLTRK	IFJX12190	BW	Y	102,000
BH 0571		1997 JCB BACK-HOE	ATLTRK		BW	Y	22,000
BH 0572		KOBELCO 235	ATLTRK		BW	Y	15,000
BH 0573		Nortrax 50 G Excavator (Mini)	ATLTRK	1FF050GXCF282759	BW	Y	50,000
BH 0574		2019 CAT 315 FL Hydraulic Excavator	ATLTRK	0TDY12604	BW	Y	195,000
BH 0575		2019 Cat 349 FL Excavator	ATLTRK	BZ220465	BW	Y	460,000
BH 0576		2021 Hydraulic Excavator 315-07	ATLTRK	WKX10239	BW	Y	215,000
BH 0577		2021 Hydraulic Excavator 325-07	ATLTRK	TEL00744	BW	Y	272,000
	18	<b>Dozers</b>					
DZ 0001		2007 Komatsu D65PX-15EO	HESCON	69675	OCLF	Y	200,000
DZ 0002		2012 JD 850 K Dozer	HESCON	1T0850KXTCE232096	OCLF	Y	255,000
DZ 0003		2015 JD 850K LGP Dozer	HESCON	1T0850KXLF284689	OCLF	Y	475,000
DZ 0173		2008 J.Deere 850 J	OCLF	T0850JX176848	OCLF	Y	315,000
DZ 0174		2012 JD 850 K (LGP) WHA Equipped Dozer	OCLF	1T0850KXKCE232179	OCLF	Y	299,000
DZ 0175		2016 CAT D 6T WDAT4	OCLF	HTZ00515	OCLF	Y	400,000
DZ 0176		2017 CAT D-6T LGP Dozer	OCLF	SYE21827	OCLF	Y	390,000
DZ 0177		2020 CAT D-6T LGP DOZER	OCLF	D6AKEW00477	OCLF	Y	414,000
DZ 0301		2006 CAT D-6 Dozer	BWC	ADE 01094	BW	Y	176,000
DZ 0302		2019 CAT D-6 Dozer LGP	BWC	K1R00225	BW	Y	320,000
DZ 0504		1980 Dresser TD-8 (Parker)	ATLTRK	V43003U492238	BW	N	1,000
DZ 0532		1992 CAT D-4C	ATLTRK	OIRJ01308	BW	Y	18,000
DZ 0563		2003 CAT D5	ATLTRK	FDW829	BW	Y	54,000
DZ 0564		2008 JD 650 J Crawler Dozer	ATLTRK	T0850JX156849	BW	Y	102,000
DZ 0565		2013 J Deere 700K LGP Dozer	ATLTRK	1T0700KXPDE241507	BW	Y	159,000
DZ 0566		2013 J Deere 700K LGP Dozer	ATLTRK	1T0700KXADE250909	BW	Y	145,000
DZ 0567		2019CAT D6 Trac Dozer	ATLTRK	OEL703273	BW	Y	255,000
DZ 0568		2021 D2-12LGP	ATLTRK	XKR00186	BW	Y	159,000
DZ 0569		2021 CAT D-8T Track Dozer	ATLTRK	0fmc01812	BW	Y	624,000
	3	<b>Graders</b>					
GR 0557		1996 CAT 14H	ATLTRK	7WJ00211	OCLF	Y	125,000
GR 0559		2000 Komatsu GD-650-A	ATLTRK	210659	BW	Y	60,000
GR 0560		2014 CAT 12M3 Grader	ATLTRK	N9F00147	BW	Y	315,000
	2	<b>Pans &amp; Scrapers</b>					
PA 0301		1999 CAT 623F Pan(Meter Changed @4788hrs)	OCLF	05EW00233	BW	Y	50,000
PA 0116		2006 CAT 623 G Scraper	OCLF	DBC 318	BW	Y	170,000
	18	<b>Articulated Dumps</b>					
ED 0001		2008 John Deere 300 DW	HESCON	DW300DT620016	OCLF	Y	300,000
ED 0002		2008 John Deere 300 DW	HESCON	DW300DT621009	OCLF	Y	300,000
ED 0005		2015 Volvo A30G	HESCON	A30G740081	OCLF	Y	342,000
ED 0006		2017 Volvo A30 G	OCLF	VCEOA30GE00742096	OCLF	Y	
ED 0165		1997 CAT D-30D	OCLF	3AJ413	BW	Y	40,000
ED 0167		2002 Volvo A 30C	OCLF	A30CV60421	BW	Y	55,000
ED 0169		2011 John Deere 300 D SWAP	OCLF	1DW300DXPBD640912	OCLF	Y	340,000
ED 0170		2014 Volvo A-30	OCLF	82282	OCLF	Y	385,000
ED 0171		2016 Volvo A40G Artic Hauler	OCLF	A40G341506	OCLF	Y	540,000
ED 0172		2017 Volvo A30 G	OCLF	VCEOA30GH00742095	OCLF	Y	
ED 0173		2021 CAT 730 Quarry Truck	OCLF	03T301729	OCLF	Y	410,000
ED 0174		2021 CAT 730 Quarry Truck	OCLF	03T301849	OCLF	Y	410,000
ED 0301		1999 Volvo A25C	BWC	11956	BW	Y	50,000
ED 0302		1999 Volvo A25C	BWC	5350V11697	BW	Y	50,000
ED 0303		2004 Volvo A 25 D 6 x 6	BWC	A325DV13067	BW	Y	95,000
ED 0318		1988 CAT D-25C	BWC	9YC00583	BW	Y	20,000
ED 0319		2016 CAT 735 C QUARRY TRUCK	BWC	OTFJ00246	BW	Y	372,000
ED 0320		2021 CAT 735 C QUARRY TRUCK	BWC	OTFJ00333	BW	Y	425,000
	2	<b>Cranes</b>					
CR 0503		1968 Northwest Crawl Crane	ATLTRK	23760	BW	Y	20,000
CR 0505		1972 Galion 125A Hydra Crane	ATLTRK	5352	BW	Y	6,000
	2	<b>Fork Lifts</b>					
FL 0501		2014 CAT TL 1055C	ATLTRK	0KDE0156	BW	Y	130,000
FL 0502		2015 CAT 1055D	ATLTRK	ML500333	BW	Y	110,000



<b>Millers</b>								
MI 0541	4	2007 Wirtgen 2-2200	ATLTRK	8210347	BW	Y	440,000	
MI 0542		2010 Wirtgen 2-2200	ATLTRK	8210579	BW	Y	560,000	
MI 0543		2012 Wirtgen W250 12' miller	ATLTRK	4220032	BW	Y	685,000	
MI 0544		2018 Wirtgen Miller 6'-11"	ATLTRK	1720.1027	BW	Y	650,000	
	13	<b>Screens</b>						
SC 0001		2008 Extec E-7 Screen Plant	HC	12074	BW	Y	170,000	
SC 0102		Eco Verse Doppstadt SM720K	OCLC	114	OCLF	Y	335,000	
SC 0103		Eco Verse Doppstadt SM720K trommel	OCLC	152	OCLF	Y	390,000	
SC 0301		1999 Ambassdor Screen	BWC	R2070301	BW	Y	18,000	
SC 0302		2004 Metso/Norberg LT Crusher	BWC	72469	BW	Y	340,000	
SC 0303		2004 Powerscreen Conveyor M85	BWC	6101926	BW	Y	20,000	
SC 0304		2003 Metso ST 356 Crawler Screen Plant	BWC	R2221003	BW	Y	145,000	
SC 0305		2010 EDGE Stacker MS 65	BWC	10MS6532066	BW	Y	40,000	
SC 0307		Edge TS 10048 Stacking Conveyor	BWC	18ts10048030	BW	Y	150,000	
SC 0501		1998 Ambassador Master Screen	ATLTRK	DH207US1044	BW	Y	15,000	
SC 0543		1993 Extec 600S	ATLTRK	8583	BW	Y	15,000	
SC 0544		2017 Masaba Super Magnum	ATLTRK	2017194	BW	Y	370,000	
SC 0545		2019 SANDVIK QA441 Double Screen	ATLTRK	QA441-10039	BW	Y	270,000	
	11	<b>Pavers</b>						
PV 0548		2000 CAT AP1055	ATLTRK	ABB00331	BW	Y	80,000	
PV 0550		2006 CAT AP 1055 D PAVER	ATLTRK	FAC00384	BW	Y	320,000	
PV 0551		2010 CAT 1000 D Rubber Tire	ATLTRK	EAD00391	BW	Y	330,000	
PV 0552		2012 CAT 1055E Paver	ATLTRK	OTJF00216	BW	Y	450,000	
PV 0553		2013 CAT 655 D Paver 8FT	ATLTRK	GNZ00476	BW	Y	390,000	
PV 0554		2020 CAT AP 655 F Paver 8 FT	ATLTRK	OMH600513	BW	Y	451,000	
PV 0556		2020 CAT AP 1055F Paver	ATLTRK	TJ501088	BW	Y	495,000	
PV 0557		2020 CAT AP655 Paver	ATLTRK	AMH600537	BW	Y	451,000	
EQ 0528		2010 Road Tec Transfer Machine SB 2500 D	ATLTRK	SB2500DX1139	BW	Y	480,000	
EQ 0530		2013 Road Tec Transfer Machine SB 2500 E	ATLTRK	SB2500E2098	BW	Y	500,000	
EQ 0587		2020 Weiler E2850B	ATLTRK	1W9E2850PKB001632	BW	Y	527,000	
	31	<b>Rollers</b>						
RL 0001		2010 Wacker Trench Roller Rrt-82-sc	HC	5847073	OCLF	Y	25,000	
RL 0201		2004 Ingersoll SD122DX	CJH	175260	OCLF	Y	65,000	
RL 0529		1976 Dresser 3-5 Ton	ATLTRK	WD61250	BW	N	1,000	
RL 0550		2002 Pro Pac Roller SD 115D	ATLTRK	169355	OCLF	Y	60,000	
RL 0551		2003 Ingersoll DD-90	ATLTRK	173304	BW	Y	45,000	
RL 0552		2003 Ingersoll DD-34	ATLTRK	174045	BW	Y	28,000	
RL 0553		1994 Ingersoll SD100 Dirt Roller	ATLTRK	10542	BW	Y	20,000	
RL 0555		1994 CAT CS433C Dirt Roller	ATLTRK	3TM00246	BW	Y	20,000	
RL 0556		1996 Alitec Ingram AE315	ATLTRK	AE31507960020	BW	Y	15,000	
RL 0564		1993 Dresser Dirt Roller PD-784	ATLTRK	V530012U452031	BW	Y	20,000	
RL 0565		2005 Hamm HD-120 Double Drum Roller	ATLTRK	1630349	BW	Y	80,000	
RL 0567		2008 Bomag 138 AD	ATLTRK	101650171299	BW	Y	140,000	
RL 0568		2008 Bomag 190 AD	ATLTRK	101920261055	BW	Y	180,000	
RL 0569		2008 Bomag 284 DD Vibratory	ATLTRK	901A22911002	BW	Y	160,000	
RL 0570		2011 Bomag BW 900 Small Roller	ATLTRK	861800021549	BW	Y	14,000	
RL 0571		2012 Bomag BW 284	ATLTRK	90122911050	BW	Y	113,000	
RL 0572		2012 Bomag BW 138 AD	ATLTRK	101650172084	BW	Y	48,000	
RL 0573		2012 CAT CB64 Vibratory Roller	ATLTRK	ODJM00389	BW	Y	160,000	
RL 0574		2013 Bomag Dirt Roller BW 211D-50	ATLTRK	901583531124	BW	Y	97,000	
RL 0575		2013 CAT CB-34 VIB. Roller	ATLTRK	34500657	BW	Y	51,000	
RL 0576		2013 CAT CB-54 Roller	ATLTRK	CAT0CB54VJLM00756	BW	Y	145,000	
RL-0577		2019 WACKER Trench Roller RLTX-SC3	ATLTRK	24488338	BW	Y	27,000	
RL 0578		2019 Bomag Asphalt Roller BW206-AD5	ATLTRK	211046	BW	Y	150,000	
RL 0579		2019 Bomag Asphalt Roller BW206-AD5	ATLTRK	211059	BW	Y	150,000	
RL 0580		2019 Bomag Asphalt Roller BW206-AD5	ATLTRK	211055	BW	Y	150,000	
RL 0581		2019 Bomag Asphalt Roller BW206-AD5	ATLTRK	211050	BW	Y	150,000	
RL 0582		2021 CAT Asphalt Roller CB34B	ATLTRK	OXB401068	BW	Y	60,000	
RL 0583		2021 CAT Asphalt Roller CB34B	ATLTRK	OXB401069	BW	Y	60,000	
RL 0584		BOMAG Single Drum BW55	ATLTRK	961834531037	BW	Y	7,500	
RL 0585		CAT Single Drum Vibratory CS 56B	ATLTRK	S5601528	BW	Y	200,000	
RL 0586		WACKER Trench Roller RTKX-SC3	ATLTRK	24548248	BW	Y	32,000	

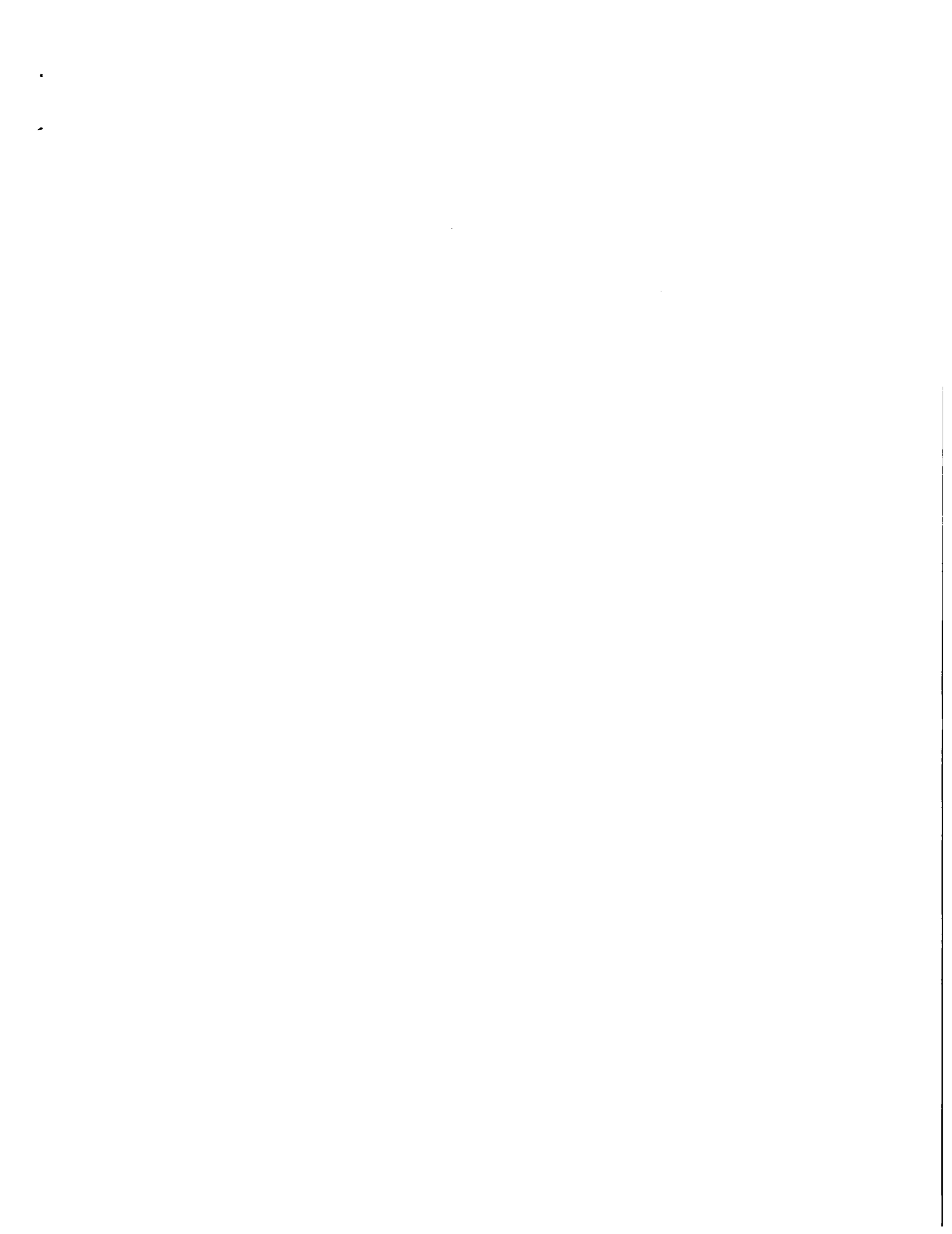


Attachments										
EQ 0106			Kubota Front Loader		OCLF	10414	OCLF	N	2,500	
EQ 0107			Kubota Rake		OCLF	10179	OCLF	N	1,200	
EQ 0522			Swanson Sait Spreader		ATLTRK	64336-G4436	BW	N	1,500	
	17		Mack Triaxles							
TR 0573	x	80,000	1996 Mack Triaxle	XZ93-LU	ATLTRK	1M2P267C7TM026373	BW	Y	25,000	
TR 5511	x	80,000	1997 Mack Triaxle Rolloff	X18-E89	ATLTRK	1M2P267C3VM031511	BW	Y	35,000	
TR 5514	x	80,000	1997 Mack Triaxle	X18-E81	ATLTRK	1M2P267C9VM031514	BW	Y	35,000	
TR 5515	x	80,000	1997 Mack Triaxle Rolloff (At Landfill)	X18-E86	ATLTRK	1M2P267C0VM031515	OCLF	Y	35,000	
TR 5532	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J30	ATLTRK	INPTX4EX1ED240432	BW	Y	171,000	
TR 5573	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J31	ATLTRK	INPTX4EX3ED240433	BW	Y	171,000	
TR 5534	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J32	ATLTRK	INPTX4EX5ED240434	BW	Y	171,000	
TR 5535	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J33	ATLTRK	INPTX4EX7ED240435	BW	Y	171,000	
TR 5536	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J34	ATLTRK	INPTX4EX9ED240436	BW	Y	171,000	
TR 5537	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J35	ATLTRK	INPTX4EXOED240437	BW	Y	171,000	
TR 5538	x	80,000	totald in accident	XAM-J36	ATLTRK	INPTX4EX2ED240438	BW	Y	171,000	
TR 5539	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J37	ATLTRK	INPTX4EX4ED240439	BW	Y	171,000	
TR 5540	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J38	ATLTRK	INPTX4EXOED240440	BW	Y	171,000	
TR 5541	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J39	ATLTRK	INPTX4EX2ED240441	BW	Y	171,000	
TR 5542	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J40	ATLTRK	INPTX4EX4ED240442	BW	Y	171,000	
TR 5543	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J41	ATLTRK	INPTX4EX6ED240443	BW	Y	171,000	
TR 5545	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J43	ATLTRK	INPTX4EXXED240445	BW	Y	171,000	
TR 5546	x	80,000	2013 Peterbuilt Triaxle Dump	XAM-J44	ATLTRK	INPTX4EX1ED240446	BW	Y	171,000	
	8		Mack Tandems							
TR 0589		N/A	1979 Mack Tandem (Parts Only) don't register	No Plate	ATLTRK	DM885SX3789	BW	N	1,500	
TR 5122		70,000	1990 Mack Tandem (Don't Register)	XK 434Z	ATLTRK	2M2P265COLC007022	BW	Y	20,000	
TR 5123		N/A	1990 Mack Tandem (Plant Truck) Don't Register	XC238R	ATLTRK	2M2P265C2LC007023	BW	N	3,000	
TR 5124		70,000	1990 Mack Tandem (Don't Register)	XU80-HR	ATLTRK	2M2P265C4LC007024	BW	Y	20,000	
TR 5125		70,000	1990 Mack Tandem (Don't Register)	XC239R	ATLTRK	2M2P265C6LC007025	BW	Y	20,000	
TR 5126		N/A	1990 Mack Tandem (Plant Truck) Don't Register	No Plate	ATLTRK	2M2P265C8LC007026	BW	N	10,000	
TR 5127	x	70,000	1990 Mack Tandem Don't Register	XU68-HS	ATLTRK	2M2P265CXL007027	BW	Y	20,000	
TR 5128		70,000	1990 Mack (Don't Register)	XU92-HS	ATLTRK	2M2P265C1LC007028	BW	Y	20,000	
	9		Tractors							
EQ 0105			2003 Kubota Farm Tractor		OCLF	70006	OCLF	Y	20,000	
TR 0510	x	80,000	2005 Peterbilt Tractor #379	XZ464T	ATLTRK	1XP5PBTX35N857105	BW	Y	90,000	
TR 0511	x	80,000	1978 Mack Tractor (Crash Truck)	XV19-GJ	ATLTRK	4R685ST72211	BW	Y	5,000	
TR 0514		80,000	1986 Mack Tractor (Don't Register)	X8564J	ATLTRK	1M2N179Y6GA003313	BW	Y	7,500	
TR 0515	x	80,000	2006 Western Star Tractor 4900 FA	XG768G	ATLTRK	5KJJAECK66PV42167	BW	Y	95,000	
TR 0580	x	80,000	1990 Mack Tractor (new speedometer at 333,347)	XZ462T	ATLTRK	1M2AY83Y0LM005480	BW	Y	10,000	
TR 0560	x	80,000	1997 Western Star Tractor	XN378K	ATLTRK	2WKEDCCH4VK945716	BW	Y	40,000	
TR 0561	x	80,000	2003 Western Star Tractor	XN379K	ATLTRK	2WLHAEAV43KK63809	BW	Y	30,000	
TR-0572		80,000	2014 Peterbuilt 389 Tractor	XZ465T	ATLTRK	1XPXP4EX1ED222049	BW	Y	152,000	
TR 5101		80,000	2021 Peterbuilt 389 TRACTOR	XJWZ86	ATLTRK	1XPXP4EX6MD766514	BW	Y	165,000	
	9		Water Trucks							
TR 0173		N/A	2003 JD 300 D WATER TRUCK	No Plate	OCLF	BE300DT200574	OCLF	Y	170,000	
TR 0182		80000	2016 Volvo Water Tankerj		OCLF	V007480233	OCLF	Y	284,000	
TR 0522	x	54,000	1988 Ford L8000 Converted to water truck	XP61-JY	ATLTRK	1FDYU82A9JVA05452	BW	Y	15,000	
TR 0586	x	33,000	1989 International Water Truck	XX87-VE	ATLTRK	1HTDLDVTVN9KH664084	BW	Y	20,000	
TR 5192	x	N/A	1980 Mack Water Truck	No Plate	ATLTRK	DM685S1009-C	OCLF	Y	5,000	
TR 0501	x	80,000	2006 International Water truck	XZ456T	ATLTRK	1HTWHAAR56J386717	BW	Y	68,000	
TR 0502	x	80,000	2005 international Water Truck	XZ455T	ATLTRK	1HTWHADR65J039388	BW	Y	76,000	
TR 5112	X	80,000	2022 Peterbuilt Triaxle 348	XLYT64	ATLTRK	2NP3LJ9XONM797718	BW	Y	160,000	
TR 5113	X	80,000	2022 Peterbuilt Triaxle 348	XLYT63	ATLTRK	2NP3LJ9X2NM797719	BW	Y	160,000	
	21		Trailers & Tankers							
TL 0001	x	N/A	Fusion Machine Trailer	TJA80E	HESSE	517BE1828BD003753	OCLF	Y	5,000	
TL 0100	x	N/A	54' Mobile Office Trailer (Landfill)		OCLF	E-60124351	OCLF	Y	25,000	
TL 0101	x	N/A	32' Office Trailer @ Temp. Scale		OCLF	7925	OCLF	N	2,300	
TL 0102	x	N/A	12' Big Tex Pipe Trailer		OCLF	16VPX1221G3062485	OCLF	N	2,900	
TL 0511	x	N/A	2000 Custom 20 Ton Trailer	T94J2B	ATLTRK	5B7291863Y1000022	BW	Y	15,000	
TL 0512	x	N/A	1967 Freuhauf Flat Bed	T132-MG	ATLTRK	FWH881208	BW	N	1,500	
TL 0514	x	N/A	2001 Stephen L. Green 12 Ton Trailer	T96-N9W	ATLTRK	SG062601TCMPRS012	BW	Y	7,000	





TL 0517	x	N/A	2006 Etnyre tanker	TCT84C	ATLTRK	1E9T555206E007225	BW	Y	45,000
TL 0518	x	N/A	32' Office & Storage Trailer	none	ATLTRK	CBS-09157	BW	Y	5,000
TL 0519	x	N/A	40' Office Trailer	none	ATLTRK	MIL-03549	BW	Y	8,500
TL 5294	x	N/A	1994 Talbert Low Boy	TBX94H	ATLTRK	40FW05438R1011294	BW	Y	20,000
TL 0520	x	N/A	2001 Interstate 50 tn Low Bed	TGD18R	ATLTRK	1JKDGN5051D001502	BW	Y	30,000
TL 0521	x	N/A	2000 Tilt-Top Trailer	TGS11D	ATLTRK	2CUB38JA8Y2006343	BW	Y	9,000
TL 0522	x	N/A	2011 Big Tex Tilt-Top	TJC81K	ATLTRK	16VEX1624B2373411	BW	Y	7,000
TL 0523	x	N/A	2012 Rodgers Custom 55tn	TLN82Z	ATLTRK	1RBH55302CAR25756	BW	Y	104,000
TL 0524	x	N/A	2014 BRAVO 7X14 Trailer	TMS37J	ATLTRK	542BC142XEB007281	BW	Y	5,500
TL 0525	x	N/A	2014 HECHT 8 X 20 Trailer	TNP90P	ATLTRK	575GB2028EP261848	BW	Y	7,300
TL 0535	x	N/A	2016 HAUF Black EGC	TSK41J	ATLTRK	575GB2224GP308566	BW	Y	8,500
TL 0537	x	N/A	2021 ROGERS 65T low boy	TXX77G	ATLTRK	1RBH65837MAR26998	BW	Y	140,000
TL 0538	x	N/A	2020 HAULMARK Enclosed (Tom) Carpenter	TWW55G	ATLTRK	7K81E1215LP001425	BW	Y	3,800
TL 0539	x	N/A	2020 EAGER BEAVER	TYM21U	ATLTRK	112H8V342LL084688	BW	Y	23,000
		23	<b>Heavy Trucks</b>						
TR 0175	x	56,000	2012 Peterbuilt Super Luber	XX-435N	OCLF	2NP3LNOXXCM167786	OCLF	Y	219,000
TR 0176	x	80,000	2012 Freightliner Roll-Off Model MM 112064s	XY837L	OCLF	1FVHC7DVXCHBF2255	OCLF	Y	180,000
TR 0179	x	80,000	2016 F-650 Garbage Bin Hauler	XETE21	OCLF	1FDPF6DC8GDA04414	OCLF	Y	125,000
TR 0542	x	33,000	2006 Sterling Actera Fuel Truck	XM481B	ATLTRK	2FZACGDC16AW53347	BW	Y	100,000
TR 0591	x	46,000	2000 Ford F750 Dump Truck	X2806C	ATLTRK	3FDXF75N5YMA00672	BW	Y	15,000
TR 0595	x	33,000	2004 Sterling Actera	X4288Z	ATLTRK	2FZACGCS34AM27932	BW	Y	35,000
TR 5523	x	32,000	1996 Ford F800 Tack Truck	XZ463T	ATLTRK	1FDXF80C0TVA14523	BW	Y	35,000
TR 5524	x	33,000	2012 Freightliner Tack truck	XX254P	ATLTRK	1FVAC2BS4CDBU7612	BW	Y	145,000
TR 0596	x	25,500	2000 INTL 4700 Crash Truck	XK325Z	ATLTRK	1HTSCABM4YH228573		Y	15,000
TR 0579	x	80,000	2012 Freightliner Roll-Off Model 14SD	XX350P	ATLTRK	1FVHG3DV3CHBM9876	BW	Y	180,000
TR-0507	x	46,000	2014 Peterbuilt Single Axel 337	XZ548T	ATLTRK	2NP2HM7X6EM229197	BW	Y	92,000
TR 5551	x	80,000	2015 Peterbuilt Fuel Truck	XCHU53	ATLTRK	2NTPL40X6FM288443	BW	Y	267,000
TR 5552	x	13,500	1970 Kaiser M35 Army Truck		ATLTRK	604F97170052511268	BW	Y	9,000
TR 5581	x	33,000	2019 PETERBUILT TACK TRUCK	XKFL20	ATLTRK	2NP2HM7X3LM636214	BW	Y	189,700
TR 5582	x	33,000	2020 Peterbuilt 337	XKWF29	ATLTRK	2NP2HJ7X2LM670420	BW	Y	114,000
TR 5587	x	33,000	2021 Peterbuilt Safety Truck (Stake Body)	XKFL22	ATLTRK	2NP2HM6X0MM759813	BW	Y	125,000
TR 5590	x	80,000	2020 Peterbuilt 567 (Roll-Off)	XKWF28	ATLTRK	1NPCX4EX2LD631974	BW	Y	203,000
TR 5102	x	33,000	Attenuator/ Crash Truck GMC C-7500	XLFR83	ATLTRK	1GDM7D1CX1J513843	BW	Y	59,000
TR 5103	x	33,000	Attenuator/ Crash Truck GMC C-7500	XLFR81	ATLTRK	1GDM7D1C72J512778	BW	Y	59,000
TR 5104	x	33,000	Attenuator/ Crash Truck GMC C-7500	XLFR79	ATLTRK	1GDP7H1C71J508572	BW	Y	59,000
TR 5105	x	33,000	Attenuator/ Crash Truck GMC C-7500	XLFR82	ATLTRK	1GDM7H1COXJ502804	BW	Y	59,000
TR 5106	x	33,000	Attenuator/ Crash Truck CHEVY T-8500	XLFR78	ATLTRK	1GBM8F1B98F412475	BW	Y	59,000
TR 5107	x	33,000	Attenuator/ Crash Truck GMC C-7500	XLFR80	ATLTRK	1GDM7D1C32J512695	BW	Y	59,000
		91	<b>Light Trucks</b>				BW	Y	59,000
TR-0001	x	N/A	2010 Ford F-350 Crew Cab (LCH Vermont)	ZPW36K	H.C	1FTWW3BR6AEB29547	VER	Y	60,000
TR 0002	x	N/A	2012 Ford F-350 (Spare)	U37BPK	H.C	1FT8W3BT0CEA75444	ATL	Y	60,000
TR 0003	x	N/A	2015 Ford F-250 (Mike Orsino)	XDBX71	H.C	1FT7W2B68FEA44074	OCLF	Y	58,000
TR 0004	X	N/A	2021 Ford F-350 Quad Cab (Mike Orsino)	XKSE53	H.C	1FT8W3BT1MED73602	OCLF	Y	85,000
TR 0111		N/A	2003 Ford Ranger (Don't Register) (Plant Truck)	PKJ67W	OCLF	1FTZR45E03PB83081	OCLF	Y	0
TR-0114	x	N/A	2011 Ford F-250	XFAZ15	OCLF	1FT7X2B66BEA77680	OCLF	Y	35,000
TR 0116	x	N/A	2013 Ford F-350 crew cab (Charlie Marie)	XALV75	OCLF	1FT8W3BT8DEA46145	OCLF	Y	64,000
TR 0117	x	N/A	2013 Ford F-250 Crew Cab (Mark Appelgate)	XALV74	OCLF	1FT7W2B69DEA11176	BW	Y	53,000
TR 0120	x	N/A	2014 Ford F-350 Platinum (Larry Jr.)	L28DWK	OCLF	1FT8W3B7EEA82006	AH	Y	66,000
TR 0121	x	N/A	2014 Ford F-250 Supercab Site Truck	XCAN58	OCLF	1FT7X2B62EEB56350	OCLF	Y	43,000
TR 0122	x	25999	2004 Ford Mason Dump	XCLB49	OCLF	1FDAF56P04EB21202	OCLF	Y	14,500
TR 0125		N/A	2017 F-350SD King Ranch (John Cogliano)	W56HUG	OCLF	1FT8W3BT3HEB97450	OCLF	Y	
TR 0172	x	18,000	2007 Ford F-550 Mechanic (Seth)	XV316E	OCLF	1FDAF57P27EB16571	OCLF	Y	35,000
TR 0177	x	18000	2013 F-550 Mechanic's truck (Pete DeLeon)	XATU20	OCLF	1FDOX5HTXDEB16690	OCLF	Y	55,000
TR 0178	x	18000	2017 F-550 Mechanics Truck	XGHS91	OCLF	1FDOX5HT6HEE23408	OCLF	Y	58,000
TR 0181	X		2019 Ford F-150	RYB60B	OCLF	1FTEX1EP6KFA47689	OCLF	Y	40,000
TR 0183	X		2020 F-350 Platinum (Shea)	P96MNH	OCLF	1FT8W3BT7LEC08698	OCLF	Y	93,000
TR 0184	X		2019 F250 Mechanics Truck (Seth Vasbinder)	XJXF29	OCLF	1FDOX5HT9KEG25330	OCLF	Y	150,000
TR 0185	X		2020 Ford F-250 (John Z.)	F87FV9	OCLF	1FT7X2B61LEE28917	OCLF	Y	45,000
TR 0186	X		2020 Ford F-150 (?????)	XKCU55	OCLF	1FTEX1EB4LKF56404	OCLF	Y	41,000
TR 0302	X		2020 Ford F-150 (Isabella Cogliano)	P95MNH	BWC	1FTEW1E45LFB03812	BW	Y	70,000
TR 0508	x	N/A	2013 F-150 (Jesse)	E92DRU	ATLTRK	1FTFW1EF0DFC02254	BW	Y	40,000
TR 0527	x	18000	2014 F-550 Mechanic's truck (Mike Chiapetta)	XBDG39	ATLTRK	1FDOX5HT2EEA76140	BW	Y	55,000
TR 0530	x	18,000	2001 Ford Rack Body	X-7760L	ATLTRK	1FDAF56F01EC40497	BW	Y	20,000



TR 0531	x	N/A	2001 Ford F350 Mechanic (spare)	X-7877L	ATLTRK	1FDAF56F11EC40489	BW	Y	20,000
TR 0534	x	N/A	2003 Ford F250 (BWC Spare)	XCHV26	ATLTRK	1FTNX21L13EA57692	ATL	Y	10,000
TR 0535	x	N/A	2003 Ford F250 (Dredge Truck)don't reg	XA840G	ATLTRK	1FTNX21L13ED70726	ATL	Y	10,000
TR 0537	x	16,000	2004 Ford F450 (Spare)	XB786D	ATLTRK	1FDXF46P74EA93287	BW	Y	25,000
TR 0538	x	16000	2004 Ford F550 (Compressor Truck)	XCHV25	ATLTRK	1FDAF56PX4EC10243	BW	Y	25,000
TR 0539	x	N/A	2004 Ford F250 (BWC)	XD457A	ATLTRK	1FTNX21P14EA28620	BW	Y	25,000
TR 0641	x	N/A	2007 Ford F-350 (Spare)	XM592C	ATLTRK	1FTWX31P37EA33218	ATL	Y	35,000
TR 0544	x	N/A	1999 Int'l Rack (Safety Truck)	XR957E	ATLTRK	1HTSLAAM4XH213667	BW	Y	10,000
TR 0562	x	N/A	2011 Ford Ranger Pick-up (Parts runner)	Z26BZY	ATLTRK	1FTKR1ED8BPA87446	BW	Y	22,000
TR 0563	x	N/A	2012 F-250 Short Bed Crew Cab (Spare @ BWC)	Z28BZY	ATLTRK	1FT7W2B6XCEB56547	ATL	Y	48,500
TR 0564	x	N/A	2012 F-250 Short Bed Crew Cab (BWC Spare)	Z30BZY	ATLTRK	1FT7W2B64CEB56477	ATL	Y	48,500
TR 0565	x	N/A	2012 F-250 Long Bed Crew Cab (BW Spare)	Z29BZY	ATLTRK	1FT7W2B66CEB51796	ATL	Y	48,800
TR 0566	x	N/A	2012 F-350 Short Bed Crew Cab (BWC Spare.)	Z31BZY	ATLTRK	1FT8W3B68CEB47758	ATL	Y	49,000
TR 0567	x	N/A	2001 Ford Mini Bus (CJH Transit)	XX255P	ATLTRK	1FDSE35F2YHC04817	ATL	Y	6,000
TR 0568	x	N/A	2011 Ford Ranger 4x4 (John @ Nav Wds)	Z27BZY	ATLTRK	1FTLR4FE8BPB19597	ATL	Y	26,000
TR 0569	x	N/A	2012 Ford F-150 4 x 2 (Q.C. Truck)	T32CBP	ATLTRK	1FTMF1CM8CKD20874	ATL	Y	25,000
TR 0570	x	N/A	2001 Ford Mini Bus (BWC On Site)	NP	ATLTRK	1FDSE35F4YHC04818	BW	N	5,000
TR 0582	x	16,000	1999 F-550 Tire Truck	X80G41	ATLTRK	1FDAF56F8XED75882	BW	Y	30,000
TR 0583	x	N/A	2012 Ford F-150 Raptor (Larry Jr.)	V29CHC	ATLTRK	1FTFW1R6XCFC15229	ATL	Y	57,000
TR 0584	x	15,000	1987 Chevy P30 Light Van	X2971E	ATLTRK	1GCHP32KXH3328115	BW	Y	9,000
TR 0585	x	10,000	2009 Ford F-550 Paving Truck	XT641L	ATLTRK	1FDAW56RX9EB22947	BW	Y	48,000
TR 0598	x		1994 H-1 HUMMER (Laura Hesse)	N57CUR	ATLTRK	137YA8434RE149811	ATL	Y	26,000
TR 0599	x	N/A	2013 Ford F-250 w/Plow (R. Corbet)	XALV76	ATLTRK	1FT7W2B67DEA30275	ATL	Y	58,000
TR 0590	x	N/A	1996 Athey-Mobil Street Sweeper	XT751L	ATLTRK	1A9Y24DRXTR059123	BW	Y	80,000
TR 0506	x	N/A	1998 M9D-AHL MOBIL Sweeper	XZ474T	ATLTRK	1A9Y24DR1WR059032	BW	Y	50,000
TR 0500	x	16000	2012 F-550 Compressor Truck (Spare)	XZ298E	ATLTRK	1FDUF5GTICEC23602	BW	Y	72,000
TR 5548	x	N/A	2013 Ford F-150 XLT Pick Up (SPARE)	XBNB40	ATLTRK	1FTFW1EF9DFD07648	BW	Y	41,000
TR 5549	x	N/A	2013 Ford F-150 XLT Pick Up (BWC Parts Runner)	XBNB41	ATLTRK	1FTFW1EF2DKD86121	BW	Y	41,000
TR 5550	x	N/A	2013 Ford F-150 XLT Pick Up (Billy Vogel)	XBJT99	ATLTRK	1FTFW1EF4DKD86119	BW	Y	41,000
TR 5551	x	N/A	2016 Ford F-150 Pick Up (At Bay Head)	XEMD17	ATLTRK	1FTEW1EP5GKE27981	BH	Y	41,000
TR 5557		N/A	1992 HUMMER Laura Hesse	D11KDT	ATLTRK	126162	BW		
TR 5561		N/A	1969 DUALY (LARRY Jr)		ATLTRK		BW		
TR 5562		N/A	2017 Ford Raptor (Christian Chamberlain)	C80JEZ	ATLTRK	1FTFW1RG0HFC75696	BW		82,000
TR 5563	x	N/A	2017 Ford F-250 Rich Corbet	XBCM60	ATLTRK	1FT7W2B63HEE23406	BW		48,000
TR 5564	x	N/A	2017 Fore Expedition (Dave Marino)	H70JTW	ATLTRK	1FMJU1JT1HEA71841	BW		57,000
TR 5565	x	N/A	2016 Ford F-550 Mechanics (Keith)	XGHS92	ATLTRK	1FDOX5HT8GEC89595	BW		120,000
TR 5566	x	N/A	2018 Ford F-250 (Gerry)	XGTF88	ATLTRK	1FT7W2B62JEB02883	BW		60,000
TR 5567	x	N/A	2003 Charlie's Transport Bus	XEUK62	ATLTRK	1FDSE35F12HB61630	BW		6,000
TR 5568	x	N/A	2003 Charlie's Transport Bus	XEUK61	ATLTRK	1FDSE35F32HB61631	BW		6,000
TR 5569	x	N/A	2018 Ford Expedition (Steve Del Haas)	T84KNU	ATLTRK	1FMJK2AT5JEA49603	BW		64,000
TR 5570	x	N/A	2018 Ford F-350 Mike Burns)	XGVN14	ATLTRK	1FT8W3BTXJEB25117	BW		68,000
TR 5571	x	N/A	2018 Ford F-350 (Mike Winchock)	XGVN15	ATLTRK	1FT8W3B66JEB33340	BW		68,000
TR 5572		N/A	2019 Dodge Ram 1500 (Todd Raynor)	A21KVN	ATLTRK	1C6SRFIT1KN565720	OCLF		58,000
TR 5574		N/A	2019 Ford F-350 4wd (Chris Halpin)	XHZU58	ATLTRK	1FT8X3B67KKEG82432	BW		
TR 5575		N/A	2019 Ford F-550 (EUCLIDES)	XHZU57	ATLTRK	1RDUF5GT6KDA23724	BW		105,000
TR 5576		N/A	2019 F-350 Crew Cab (Devin)	XHZU83	ATLTRK	1FT8W3BT1KEG84105	BW		63,000
TR 5577		N/A	2019 F-350 Crew Cab (Larry Jr.)	XHZU84	ATLTRK	1FT7W3BT1KEG68417	BW		65,000
TR 5578		N/A	2020 Street Sweeper, Freightliner	XKAJ17	ATLTRK	3ALACXFC4LDKY3850	BW		289,000
TR 5579		N/A	2020 Street Sweeper, Freightliner	XKAJ16	ATLTRK	3ALACXFC6LDKY3851	BW		297,000
TR 5580		N/A	2019 F-350 SR (A. Scardino)	XJME22	ATLTRK	1FT8W3BT8KEG18778	BW		54,000
TR 5583		N/A	2020 Ford Sprinter Van (RED)	XJME21	ATLTRK	1FTBW2C84LKA55287	BW		20,000
TR 5584		N/A	2019 FORD Mason Dump	XJXF30	ATLTRK	1FDRF3H68KEG57498	BW		TBD
TR 5585		N/A	2019 F-350 Rack Body	XKCU46	ATLTRK	1FDRF3G67KEG61768	BW		70,000
TR 5586		N/A	2020 F-250 Platinum (Jack Weaver)	XKSE48	ATLTRK	1FT7W2BN8LEC15280	AH		63,000
TR 5588		N/A	1968 FORD F-100 (Christine/Larry Jr)	0	ATLTRK	F10ACC96261	BH		10,000
TR 5589		N/A	2020 F-550 Stake Body	XJXJ11	ATLTRK	1FD0X5HT6LEE61167	BW		71,000
TR 5591		N/A	2021 F-550 Utility Body	XJXJ12	ATLTRK	1FD0W5HT8MEC16693	BW		75,000
TR 5592		N/A	2021 Ford Expedition (Mike Pote)	T13NND	ATLTRK	1FMJU2ATXME00542	BW		75,000
TR 5593		N/A	2021 F-250 SD (Branden S.)	XKSE74	ATLTRK	1FT7W2B65MEC96720	BW		70,000
TR 5594		N/A	2021 F-250 SD (Jack F.)	XKSE73	ATLTRK	1FT7W2B67MEC96718	BW		70,000
TR 5595		N/A	2020 F-150 Lariat (Zack)	E94NSU	ATLTRK	1FTEW1E48LKD04739	BW		64,000
TR 5596		N/A	2020 F-150 (Matt Rega)	E93NSU	ATLTRK	1FTEW1E45LFC38689	BW		64,000
TR 5597		N/A	2021 Peterbuilt 337 (Chris Distefano)	XKAJ15	ATLTRK	2NP2HJ7X5MM745855	BW		80,000
TR 5598		15000	2021 Ford F-350 Rack Body	XKSM45	ATLTRK	1FDRF3GN5MEC96713	BW		52,000



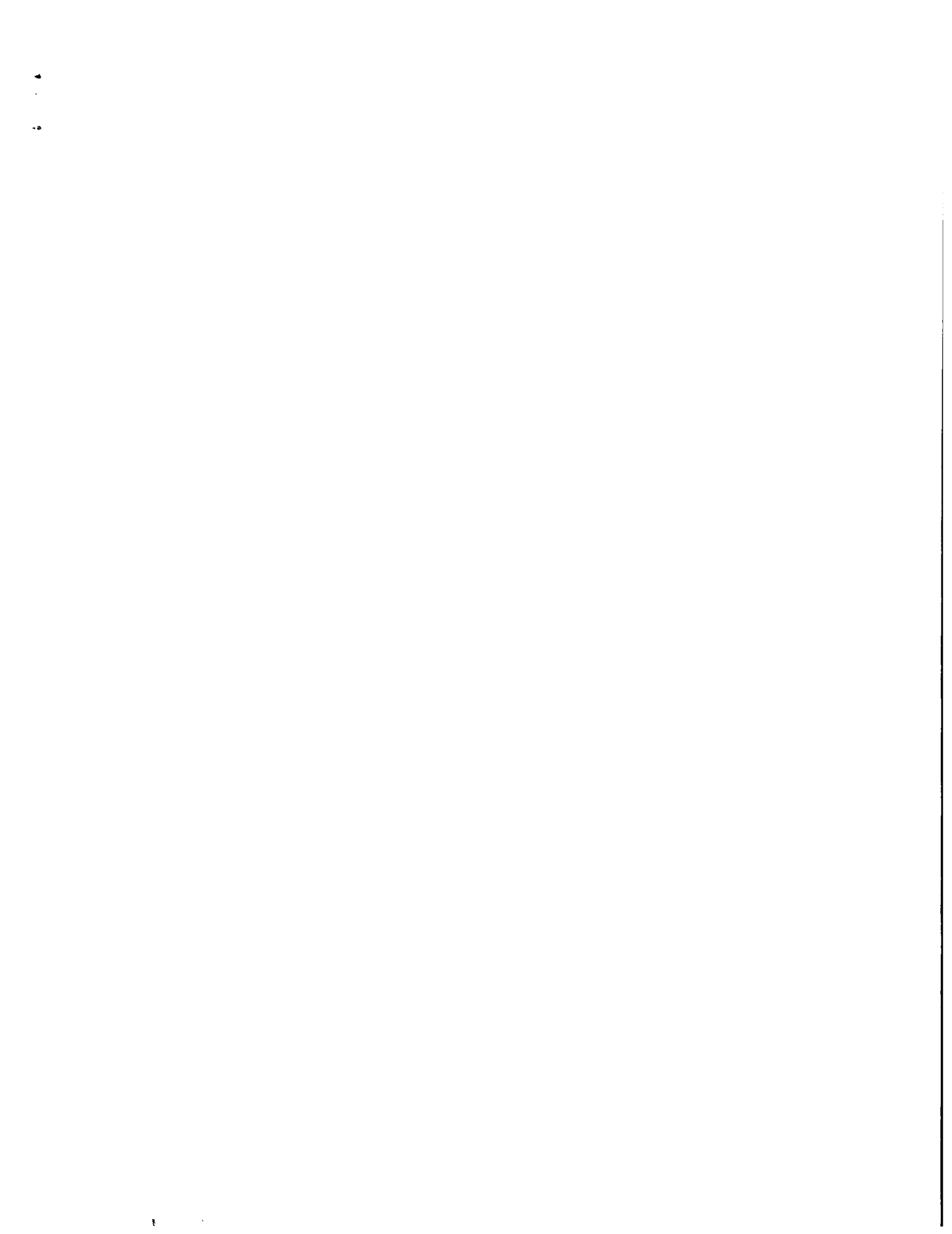


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EQ 0232		Hydro-Seeder	CJH	4180	BW		
EQ 0233		YDG 3700 portable Generator #1 (LCH)	CJH	EA-1373	BW		
EQ 0234		YDG 3700 portable Generator #1 (LCH)	CJH	EA-1374	BW		
EQ 0235		Plate Tamper (Northern Ind.) Mod # JPC940WT	CJH	EIW06575	BW	N	1,300
EQ 0236		Plate Tamper (Northern Ind.) Mod # JPC940WT	CJH	EIW06592	BW	N	1,300
EQ 0237		Plate Tamper Mikasa Model MVC82VHW	CJH	Z407S	BW	N	1,500
EQ 0238		Plate Tamper Mikasa Model MVC80VHW	CJH	N1609	BW	N	2,000
EQ 0239		Plate Tamper Mikasa Model MVC88VGHW	CJH	R7851	BW	N	2,000
EQ 0240		MAGNUM Light Tower MLT3060	CJH	1216692	BW	Y	5,000
EQ 0241		MAGNUM Light Tower MLT3060	CJH	1216693	BW	Y	5,000
EQ 0242		MAGNUM Light Tower MLT3060	CJH	1216694	BW	Y	5,000
EQ 0304		Grove Manlift	BWC	111715	BW	N	2,500
EQ 0305		WACKER light Tower	BWC	5166032	BW	N	3,500
EQ 0306		1999 JLG Telescopic 60' Boom Lift	BWC	481-60-9015	BW	Y	15,000
EQ 0309		25 HP Leaf Vac & Trailer (Subaru)	BWC	71607071	BW	Y	8,000
EQ 0310		2009 Solar Tech Message Board	BWC	4GM2M151691410050	BW	Y	15,000
EQ 0311		2009 Solar Tech Message Board	BWC	4GM2M151281409816	BW	Y	15,000
EQ 0312		Traffic Signal Board (Allmand)	BWC	0429AB07	BW	Y	7,500
EQ 0313		Traffic Signal Board (Allmand)	BWC	0430AB08	BW	Y	7,500
EQ 0314		CAT Forklift	BWC	?	BW	N	3,500
EQ 0315		YALE Forklift	BWC	?	BW	N	2,000
EQ 0316		MAGNUM Light Tower	BWC	?	BW	N	4,500
EQ-0317		2006 Mitsubishi Fork Lift	BWC	af17d01708	BW	Y	12,000
EQ-0321		10 X 10 GODWIN PUMP	BWC	0644032-2	BW	Y	58,000
EQ-0322		GRAVEL WASHER	BWC	TBD	BW	Y	389,000
EQ 05NI		Grove 4000 Cherry Picker	ATLTRK	10369	BW	Y	8,500
EQ 0529		Kettle Infrared Patch Heater	ATLTRK	208	BW	N	4,700
EQ 0531		Swanson Salt Spreader	ATLTRK	1105-1093	BW	Y	5,000
EQ 0545		Pick-up mounted Salt Spreader	ATLTRK	W27112	BW	Y	5,000
EQ 0566		2012 Solar Tech Arrow Board	ATLTRK	4GM1A0915C1525335	BW	Y	6,500
EQ 0567		2012 Solar Tech Arrow Board	ATLTRK	4GM1A0913C1525334	BW	Y	6,500
EQ 0568		2012 Solar Tech V.M.S	ATLTRK	4GM2M1518C1411269	BW	Y	17,000
EQ 0569		2012 Solar Tech V.M.S	ATLTRK	4GM2M1514C1411270	BW	Y	17,000
EQ 0570		Sullair 185 Compressor	ATLTRK	004-100057	BW	N	5,000
EQ 0571		Allmad Signal Board	ATLTRK	0430AB07	BW	Y	7,000
EQ 0572		Allmad Signal Board	ATLTRK	0341AB08	BW	Y	7,000
EQ 0573		Wanco Signal Board	ATLTRK	AB07	BW	Y	7,000
EQ 0574		John Deere 48" Trencher	ATLTRK	1TOTR48BAB0000071	BW	Y	7,000
EQ 0575		Arrow Board	ATLTRK	0342AB08	BW	N	3,000
EQ 0576		Vermac Variable Message Board 1210 QS	ATLTRK	1321177	BW	Y	7,500
EQ 0577		Vermac Variable Message Board 1210 QS	ATLTRK	132371	BW	Y	7,500
EQ 0578		Vermac Variable Message Board 1210 QS	ATLTRK	132373	BW	Y	7,500
EQ 0579		Vermac Variable Message Board 1210 QS	ATLTRK	132372	BW	Y	7,500
EQ-0580		Generac Runway Marker	ATLTRK	1507496	BW	Y	5,000
EQ-0581		Generac Runway Marker	ATLTRK	1507497	BW	Y	5,000
EQ-0582		Genie 85' Boom Lift	ATLTRK	S8514-1167	BW	Y	84,000
EQ 0583		Caterpillar Generator XQ 220 Bay Head	ATLTRK	OMRP00625	BH	Y	94,000
EQ 0584		Genie 60' Boom Lift 2009	ATLTRK	S6009-20334	BH	Y	30,000
EQ 0585		ASPHALT KETTLE	ATLTRK		BW	Y	36,000
EQ 0586		TOPCON GPS Paver Electronics	ATLTRK	9259-0000	BW	Y	187,000
EQ 0588		ALLMAND LIGHT TOWER	ATLTRK	39-008352	BW	Y	8,000
EQ 0589		ALLMAND LIGHT TOWER	ATLTRK	39-006506	BW	Y	8,000
EQ 0590		ALLMAND LIGHT TOWER	ATLTRK	39-004821	BW	Y	8,000
EQ 0591		ALLMAND LIGHT TOWER	ATLTRK	39-005990	BW	Y	8,000
EQ 0592		ALLMAND LIGHT TOWER	ATLTRK	39-005989	BW	Y	8,000
EQ 0693		ALLMAND LIGHT TOWER	ATLTRK	39-005991	BW	Y	8,000
EQ 0594		KUBOTA UTIL VEHICLE	ATLTRK	36165	BW	Y	16,000
EQ 0595		KUBOTA UTIL VEHICLE	ATLTRK	36170	BW	Y	16,000





BID

Proposal of Earle Asphalt Company (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Jersey doing business as a corporation. To the Borough of Surf City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the "2022 Municipal Road Reconstruction Project – Shore Avenue, Borough of Surf City" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the Project in the time periods specified in the Special Conditions entitled, "Construction Schedule/Time for Completion". BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.



BID

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The following documents are made a condition of this BID. Failure to submit all mandatory documents in accordance with NJSA40A:11-23.2) shall be cause for the BID to be rejected. Failure to submit all other documents in accordance with NJSA40A:11-23.1b may be cause for the BID to be rejected:

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid (Owner's Checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Bid Bond as required by NJSA 40A:11-21	DMC
X	Consent of Surety pursuant to NJSA 40A:11-22	DMC
X	Certification As to Corporate Principal	DMC
X	Statement of Corporate Ownership, pursuant to NJSA 52:25-24.2	DMC
X	Subcontractors Identification Form – required by NJSA 40A:11-16	DMC
X	Acknowledgement of Receipt of Change to Bid Documents, if applicable	DMC
X	Certificate of Public Works Contractor Registration for Primary Contractor	DMC
X	Submission of a Non-Collusion Affidavit <b>(THIS FORM MUST BE NOTARIZED)</b>	DMC
X	Disclosure of Investment Activities in Iran	DMC
X	Bid Document Submission Checklist	DMC

**B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)**

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's Checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Public Works Registration for All Subcontractors (Submit with Bid or prior to Award)	DMC	X	Acknowledgement of Prevailing Wages	DMC
X	Affirmative Action Affidavit	DMC	X	Acknowledgement of Alternative Dispute Resolution Clause (ADR)	DMC
X	Certificate of New Jersey Business Registration for Prime Contractor and all Subcontractors (Submit with Bid or prior to Award)	DMC	X	Affirmative Action Agreement	DMC
X	Experience Questionnaire	DMC	N/A	Insurance Certificates (Upon Award)	DMC
X	Equipment Certification	DMC	N/A	Agreement, Performance and Payment Bond (Upon Award)	DMC
X	Acknowledgement of Liquidated Damages	DMC	X	All documentary, informational or certification forms and any other items required within the bid specs	DMC
X	Indemnification Agreement	DMC			

**C. Signature: The undersigned hereby acknowledges and has submitted the above listed requirements.**

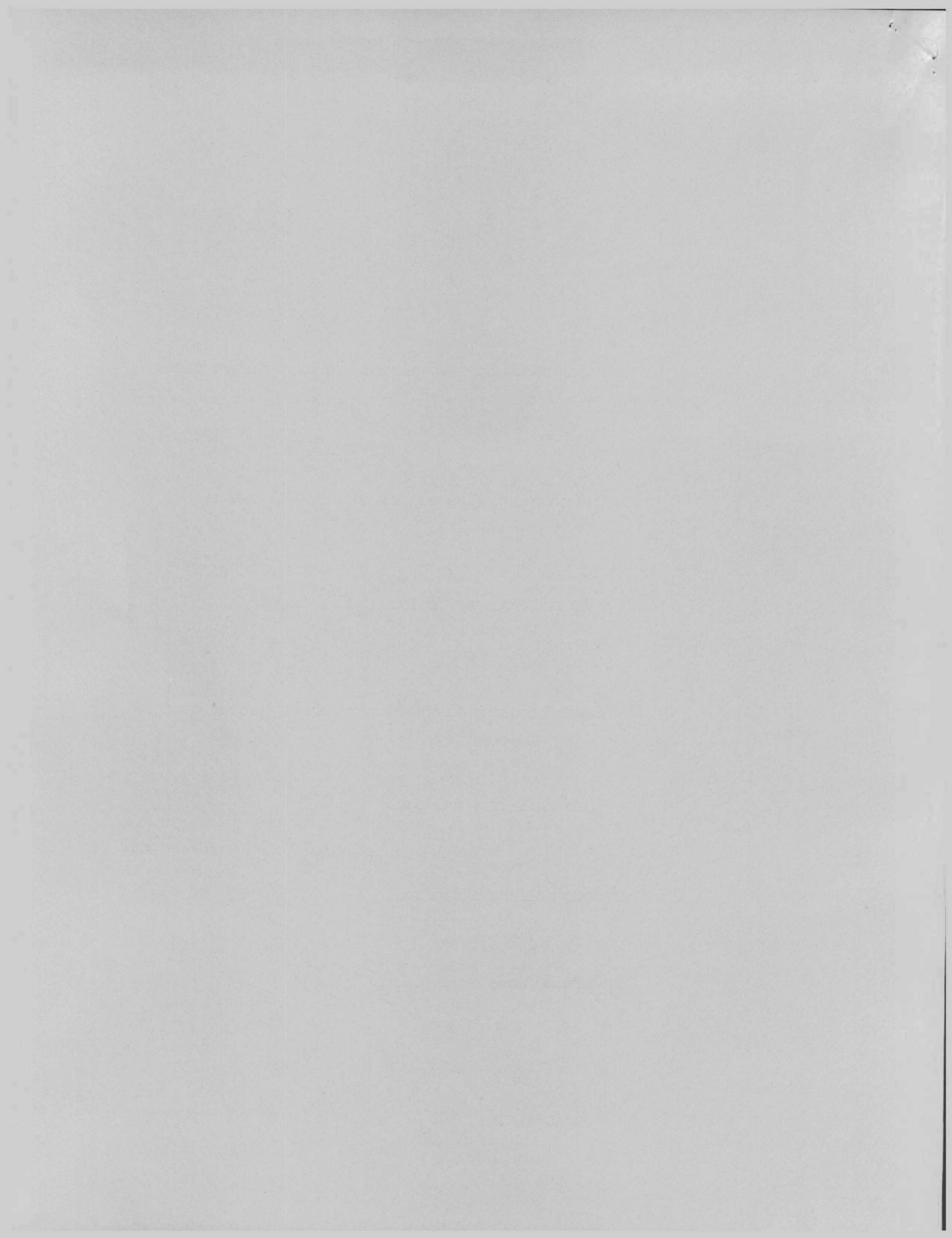
Name of Bidder: Earle Asphalt Company  
 By Authorized Representative: Brian M. Cooper, PE  
 Signature: [Signature]  
 Print Name and Title: Brian M. Cooper, PE, Manager of Engineering  
 Date: November 3, 2022  
 Phone Number: (732) 308-1113



**BID SCHEDULE**  
**2021 Municipal Road Reconstruction Project –Shore Ave**  
**Borough of Surf City**

The BIDDER shall submit lump sum prices and unit prices for each of the thirty three (33) items on the bid form. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following prices:

Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
1	151006M	Special Conditions 151	Performance Bond	1	DOLL	\$3,500.00	\$3,500.00
<b>Write Dollar Amount in Words</b>			Three thousand five hundred dollars & zero cents				
2	151006M	Special Conditions 151	Payment Bond	1	DOLL	\$1,500.00	\$1,500.00
<b>Write Dollar Amount in Words</b>			One thousand five hundred dollars & zero cents				
3	154003P	154	Mobilization	1	LS	\$15,000.00	\$15,000.00
<b>Write Dollar Amount in Words</b>			Fifteen thousand dollars & zero cents				
4	157004M	157	Construction Layout	1	DOLL	\$7,500.00	\$7,500.00
<b>Write Dollar Amount in Words</b>			Seven thousand five hundred dollars & zero cents				
5	158027M	158	Inlet Filter Type 1	119	SF	\$0.01	\$1.19
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
6	159003M	159	Breakaway Barricade	3	U	\$0.01	\$0.03
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
7	159006M	159	Drum	10	U	\$0.01	\$0.10
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				

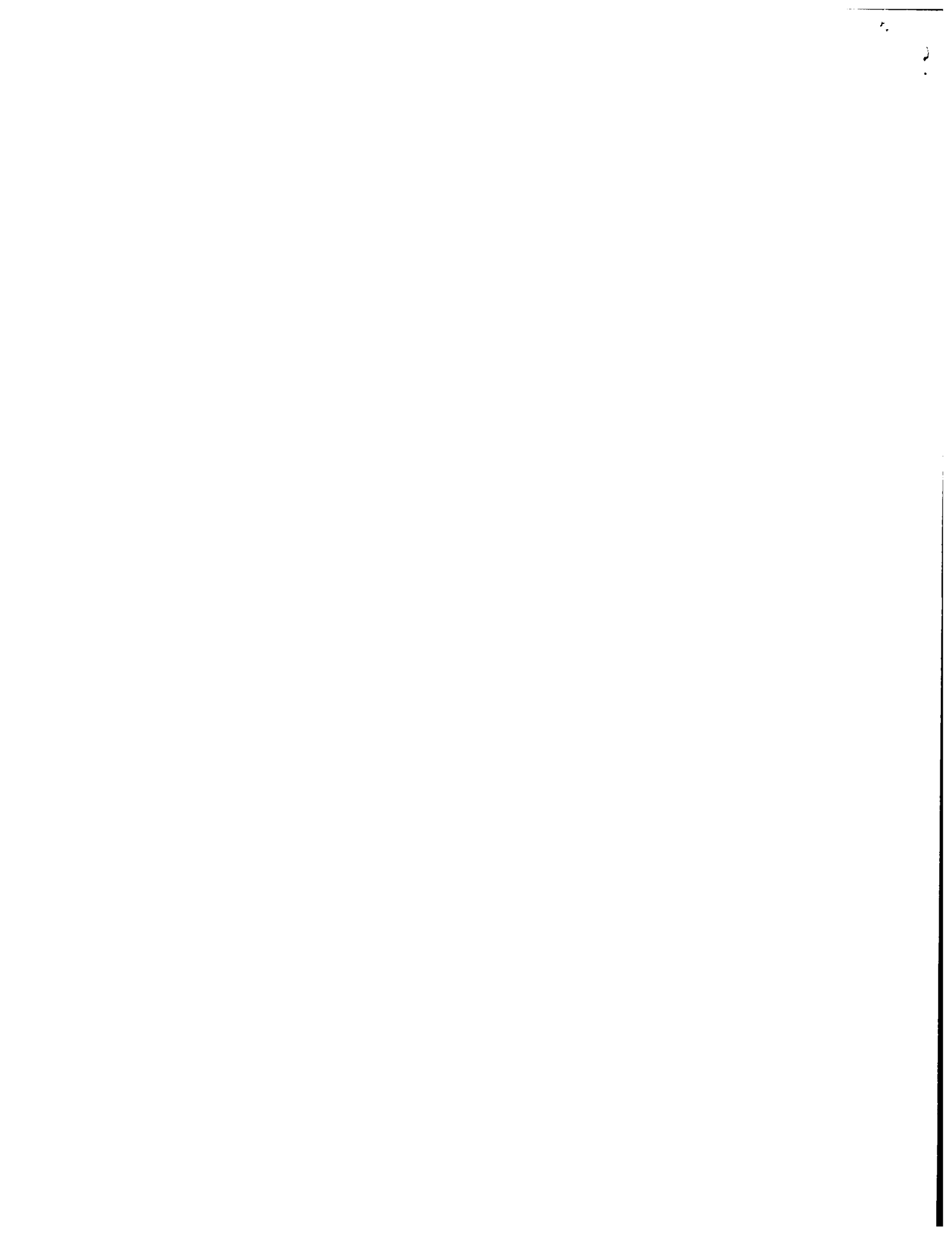




Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
8	159009M	159	Traffic Cone	20	U	\$0.01	\$0.20
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
9	159012M	159	Construction Signs	167	SF	\$0.01	\$1.67
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
10	159141M	159	Police Traffic Directors	100	HR	\$100.00	\$10,000.00
<b>Write Dollar Amount in Words</b>			One Hundred Dollars and No Cents				
11	160004M	160	Fuel Price Adjustment	1	DOLL	\$1,500.00	\$1,500.00
<b>Write Dollar Amount in Words</b>			One Thousand Five Hundred Dollars and No Cents				
12	160007M	160	Asphalt Price Adjustment	1	DOLL	\$1,500.00	\$1,500.
<b>Write Dollar Amount in Words</b>			One Thousand Five Hundred Dollars and No Cents				
13	201003P	201	Clearing Site	1	LS	\$20,818.69	\$20,818.69
<b>Write Dollar Amount in Words</b>			Twenty thousand eight hundred eighteen dollars & sixty nine cents				
14	202006M	202	Excavation, Test Pit	50	CY	\$0.01	\$0.50
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
15	202009P	202	Excavation, Unclassified	135	CY	\$0.01	\$1.35
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
16	202021P	202	Removal of Pavement	175	SY	\$0.01	\$1.75
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
17	302036P	302	Dense Graded Aggregate Base Course 6-inch Thick	135	SY	\$0.01	\$1.35
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				



Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
18	302036P	302	HMA Milling 3-inch or Less	7910	SY	\$4.88	\$38,600.80
<b>Write Dollar Amount in Words</b>			Four dollars & eighty eight cents				
19	401030M	401	Tack Coat	795	GAL	\$0.01	\$7.95
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
20	401042M	401	Hot Mix Asphalt 9.5 M64 Surface Course 2 ½ inch thick	1400	T	\$85.00	\$119,000.00
<b>Write Dollar Amount in Words</b>			Eighty five dollars & zero cents				
21	4010054M	401	Hot Mix Asphalt 9.5 M64 Intermediate (leveling) Course	172	T	\$85.00	\$14,620.00
<b>Write Dollar Amount in Words</b>			Eighty five dollars & zero cents				
22	401084M	401	Hot Mix Asphalt 19 M64 Base Course – 6 inch Thick	55	T	\$70.00	\$3,850.00
<b>Write Dollar Amount in Words</b>			Seventy dollars & zero cents				
23	401108M	401	Core Samples, Hot Mix Asphalt	5	U	\$0.01	\$0.05
<b>Write Dollar Amount in Words</b>			Zero dollars & one cent				
24	601409P	601	8-inch Perforated High Density Polyethylene Pipe	212	LF	\$75.00	\$15,900.00
<b>Write Dollar Amount in Words</b>			Seventy five dollars & zero cents				
25	602009M	602	Inlet, Type A	8	U	\$4,500.00	\$36,000.00
<b>Write Dollar Amount in Words</b>			Four thousand five hundred dollars & zero cents				



Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
26	606012P	606	Concrete Sidewalk, 6-inch Thick	6	SY	\$195.00	\$1,170.00
Write Dollar Amount in Words			One hundred ninety five dollars & zero cents				
27	607021P	607	9"x18" Concrete Vertical Curb	460	LF	\$45.00	\$20,700.00
Write Dollar Amount in Words			Forty five dollars & zero cents				
28	652432M	652	Reset Manhole, Sanitary Sewer, Using Existing Casting	5	U	\$575.00	\$2,875.00
Write Dollar Amount in Words			Five hundred seventy five dollars & zero cents <i>etc</i>				
29	8050302	805	Edge Restoration	625	LF	\$4.50	\$2,812.50
Write Dollar Amount in Words			Four dollars & fifty cents				
30	602018M	602	Inlet, Type E	2	U	\$5,000.00	\$10,000.00
Write Dollar Amount in Words			Five thousand dollars & zero cents				
31			Tide Valve, 12-inch	2	U	\$5,600.00	\$11,200.00
Write Dollar Amount in Words			Five thousand six hundred dollars & zero cents				
32			Tide Valve, 24-inch	2	U	\$11,500.00	\$23,000.00
Write Dollar Amount in Words			Eleven thousand five hundred dollars & zero cents				
33			Stone #57, Trap Rock, 6-inch thick	105	SY	\$30.00	\$3,150.00
Write Dollar Amount in Words			Thirty dollars & zero cents				



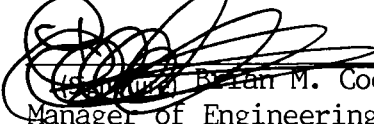
\$364,213.13

**Total Price in Figures  
(Items 1 thru 33 combined)**

Three hundred sixty four thousand two  
hundred thirteen dollars & thirteen cents

**Total Price in Words  
(Items 1 thru 33 combined)**

Respectfully submitted,

  
Brian M. Cooper, PE  
Manager of Engineering

(Title)

N/A

License No. (If applicable)

Seal - If BID is by a Corporation

P.O. Box 556  
Farmingdale, NJ 07727

(Address)

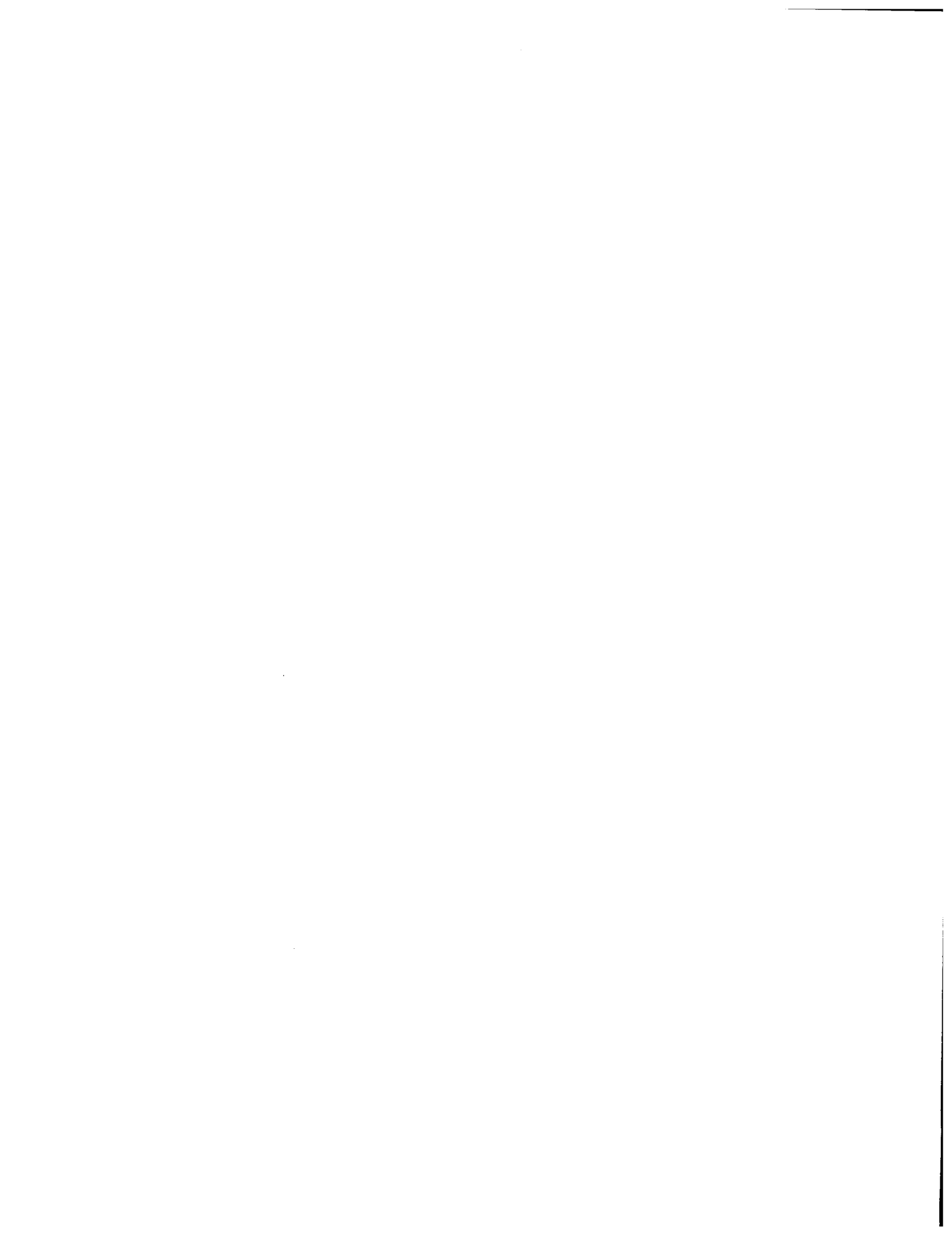
November 3, 2022

(Date)









CERTIFICATE FROM A SURETY COMPANY  
N.J.S.A. 40A:11-22 et. seq.

KNOW ALL PERSONS BY THESE PRESENTS: that

Federal Insurance Company

(Name of Surety)

a corporation created and existing under the laws of the State of IN

whose principal office is in 202B Hall's Mill Road, Whitehouse Station, NJ 08889

duly authorized to transact business in the State of New Jersey (hereinafter called the Surety), hereby undertakes

that if the accompanying bid of Earle Asphalt Company

(Name of BIDDER)

of Farmingdale, NJ

(hereinafter called the BIDDER), dated 11/3/2022 for 2022 Municipal Road Reconstruction Project -

Shore Avenue

be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, the said BIDDER shall within ten (10) days after notice of the award of contract, enter into a Contract with

Borough of Surf City

(Name of Owner)

(hereinafter called the Obligee), and give bond with good and sufficient surety for the faithful performance of such contract in the full amount of the contract price, not to exceed 100 % of amount bid dollars, or, in the event of the failure of the BIDDER to enter into such contract and give such bond, the Surety shall pay the Obligee the difference between the amount specified in said bid and the amount for which the Obligee may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

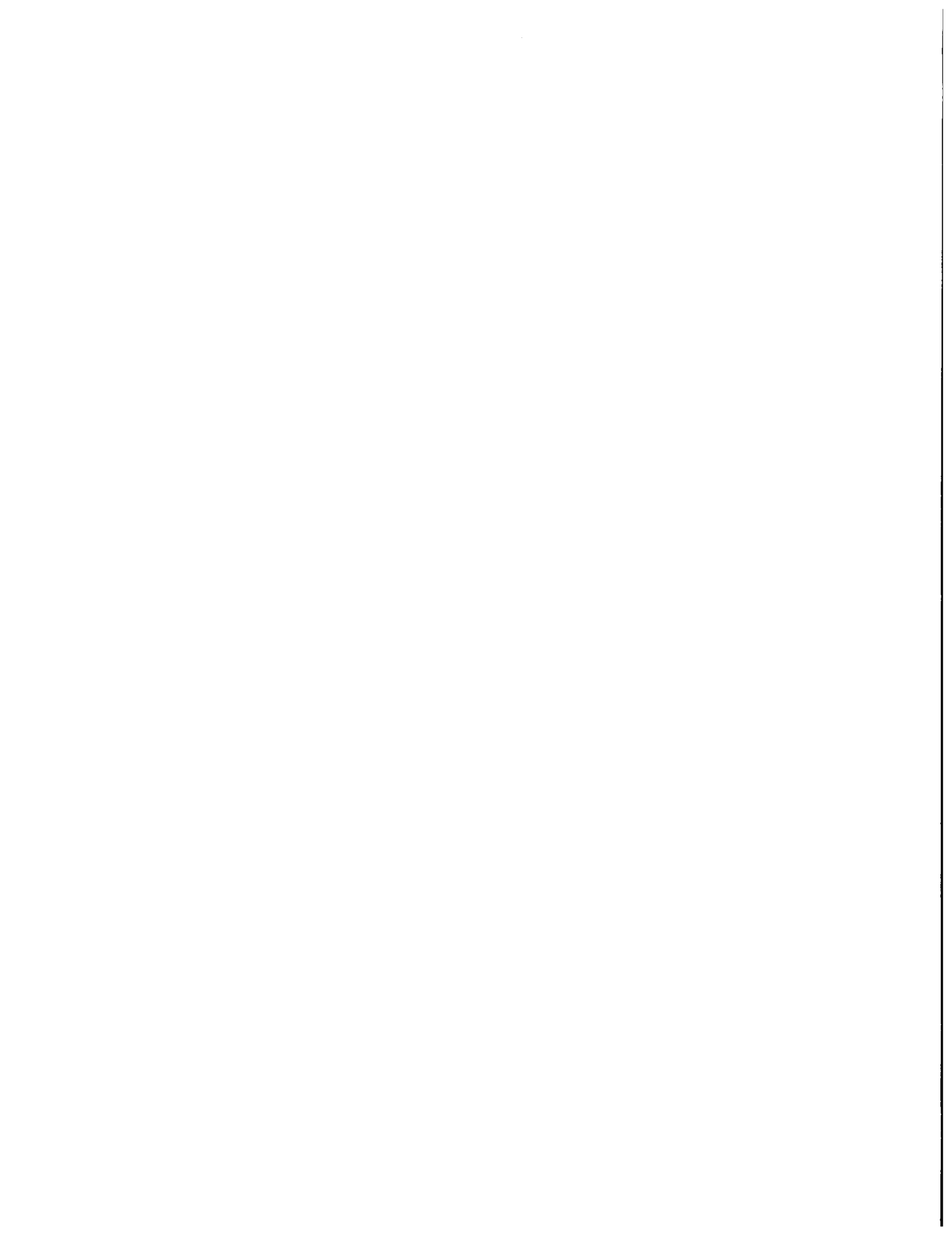
Provided and subject to the condition precedent:

That any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

IN WITNESS THEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its Corporate Seal to be affixed hereto this 28th day of October A.D. 2022  
Federal Insurance Company

By: Gentry Stewart Attorney-in-Fact

Attest: Doritz Mojica  
Doritz Mojica, Witness



# 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. Chloros*

Dawn M. Chloros, 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. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316686  
Commission Expires July 16, 2024

*Katherine J. Adelaar*

Notary Public

### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

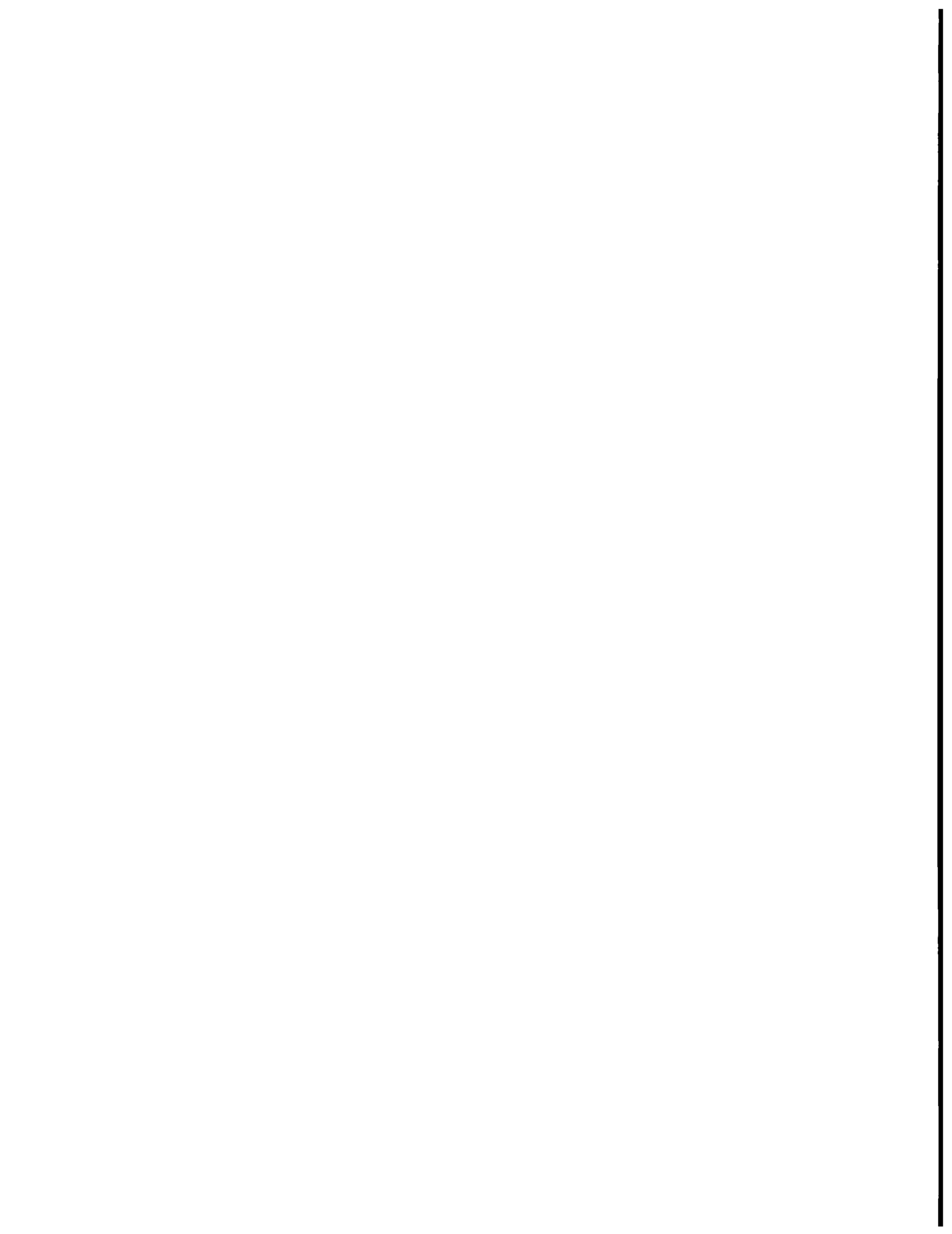
October 28, 2022



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



**FEDERAL INSURANCE COMPANY**  
**STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS**

Statutory Basis

December 31, 2021

(in thousands)


<i>ASSETS</i>		<i>LIABILITIES AND SURPLUS TO POLICYHOLDERS</i>	
Cash and Short Term Investments	\$ (587,308)	Outstanding Losses and Loss Expense	\$ 8,701,383
United States Government, State and Municipal Bonds	4,271,534	Reinsurance Payable on Losses and Expenses	1,484,188
Other Bonds	5,984,873	Unearned Premiums	2,400,711
Stocks	875,588	Ceded Reinsurance Premiums Payable	388,332
Other Invested Assets	<u>1,847,712</u>	Other Liabilities	<u>498,472</u>
<b>TOTAL INVESTMENTS</b>	<u><b>12,022,201</b></u>	<b>TOTAL LIABILITIES</b>	<u><b>13,451,084</b></u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	414,838	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	354,888	Unassigned Funds	<u>1,803,522</u>
Chubb Indemnity Ins. Co.	183,242	<b>SURPLUS TO POLICYHOLDERS</b>	<u><b>4,635,976</b></u>
Chubb National Ins. Co.	180,801		
Other Affiliates	116,373		
Premiums Receivable	1,728,853		
Other Assets	<u>3,078,486</u>		
<b>TOTAL ADMITTED ASSETS</b>	<u><b>\$ 18,087,070</b></u>	<b>TOTAL LIABILITIES AND SURPLUS</b>	<u><b>\$ 18,087,070</b></u>


Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2021, investments with a carrying value of \$508,085,162 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, 2021.

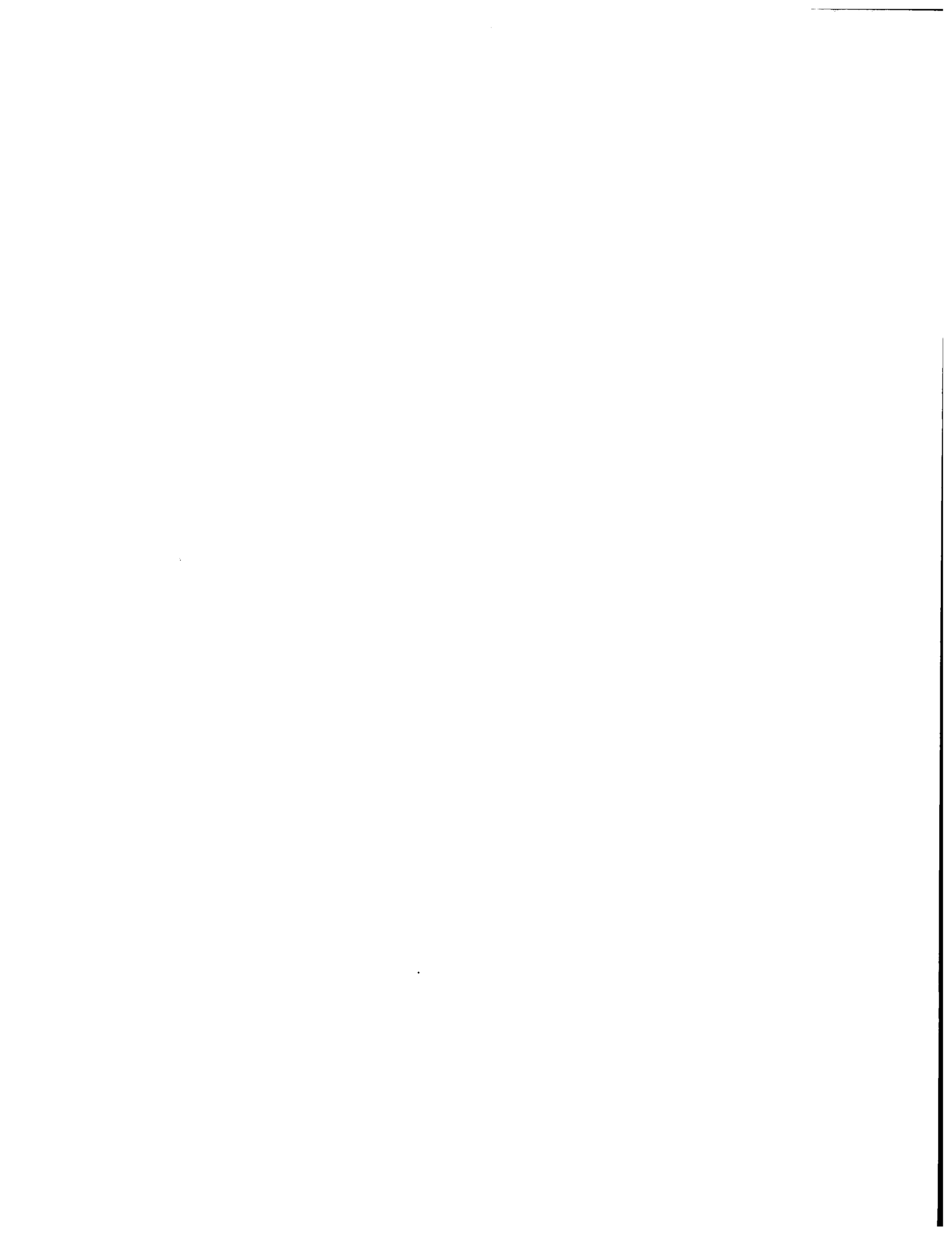
Sworn before me this March 16, 2022

  
 Senior Vice President

  
 Notary Public

September 19, 2023  
 My commission expires

Commonwealth of Pennsylvania - Notary Seal  
 Jaime L. Yates, Notary Public  
 Philadelphia County  
 My commission expires September 19, 2023  
 Commission number 1357070  
 Member, Pennsylvania Association of Notaries





**CERTIFICATE AS TO CORPORATE PRINCIPAL**

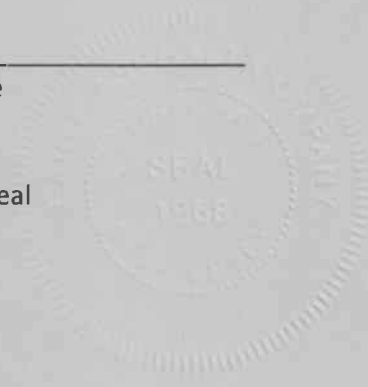
I, Michael G. Earle, certify that I am the Secretary of the corporation named as principal in the within bid; that Brian M. \* who signed the bid on behalf of the Principal was then Manager of Engineering of said corporation, that I know his/her signature, and his/her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said corporation by authority of the Board of Directors.

Date: November 3, 2022

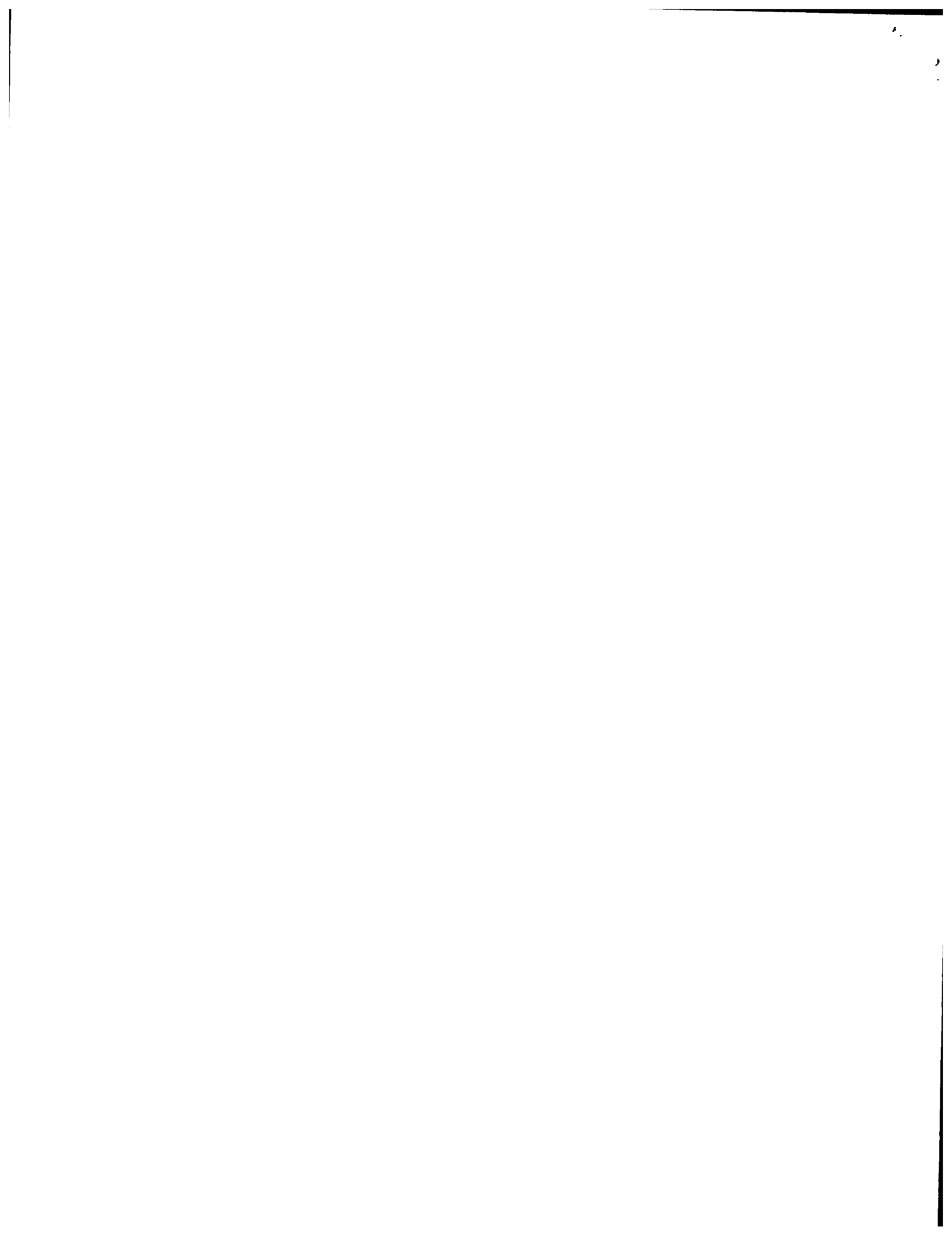
Michael G. Earle  
Michael G. Earle Name

Secretary  
Title

Corporate Seal



\*Cooper, PE



**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 won 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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

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

Name of Individual or Business Entity		Home Address (for Individuals) or Business Address
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 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II** N/A

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business 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 **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	November 3, 2022









**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES,  
REVISIONS, OR ADDENDA**

**ACKNOWLEDGEMENT** is hereby made of the following NOTICES, REVISIONS OR ADDENDA which have been received since the advertisement of the Contract Documents:

Number/Type	<u>None</u>	dated	_____	, 20__
	_____	dated	_____	, 20__
	_____	dated	_____	, 20__
	_____	dated	_____	, 20__
	_____	dated	_____	, 20__
	_____	dated	_____	, 20__
	_____	dated	_____	, 20__
	_____	dated	_____	, 20__

Submitted to Borough of Surf City

by Earle Asphalt Company a Corporation  
a Co-partnership  
an Individual

Principal Office: 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719

Corporate Officer Signature: 

Print Corporate Officer Name: Brian M. Cooper, PE, Manager of Engineering



**NEW JERSEY BUSINESS REGISTRATION**  
**PL 2004, C.57 NJSA 52:32-44 et . seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "New Jersey Business Registration Certificate" with the Bid or prior to award of contract.

Signature:

A handwritten signature in black ink, appearing to be "Brian M. Cooper", written over a horizontal line.

Print Name:

Brian M. Cooper, PE, Manager of Engineering

\*See detailed procedures in the *Instruction to Bidders, Page IB 2 of 6.*

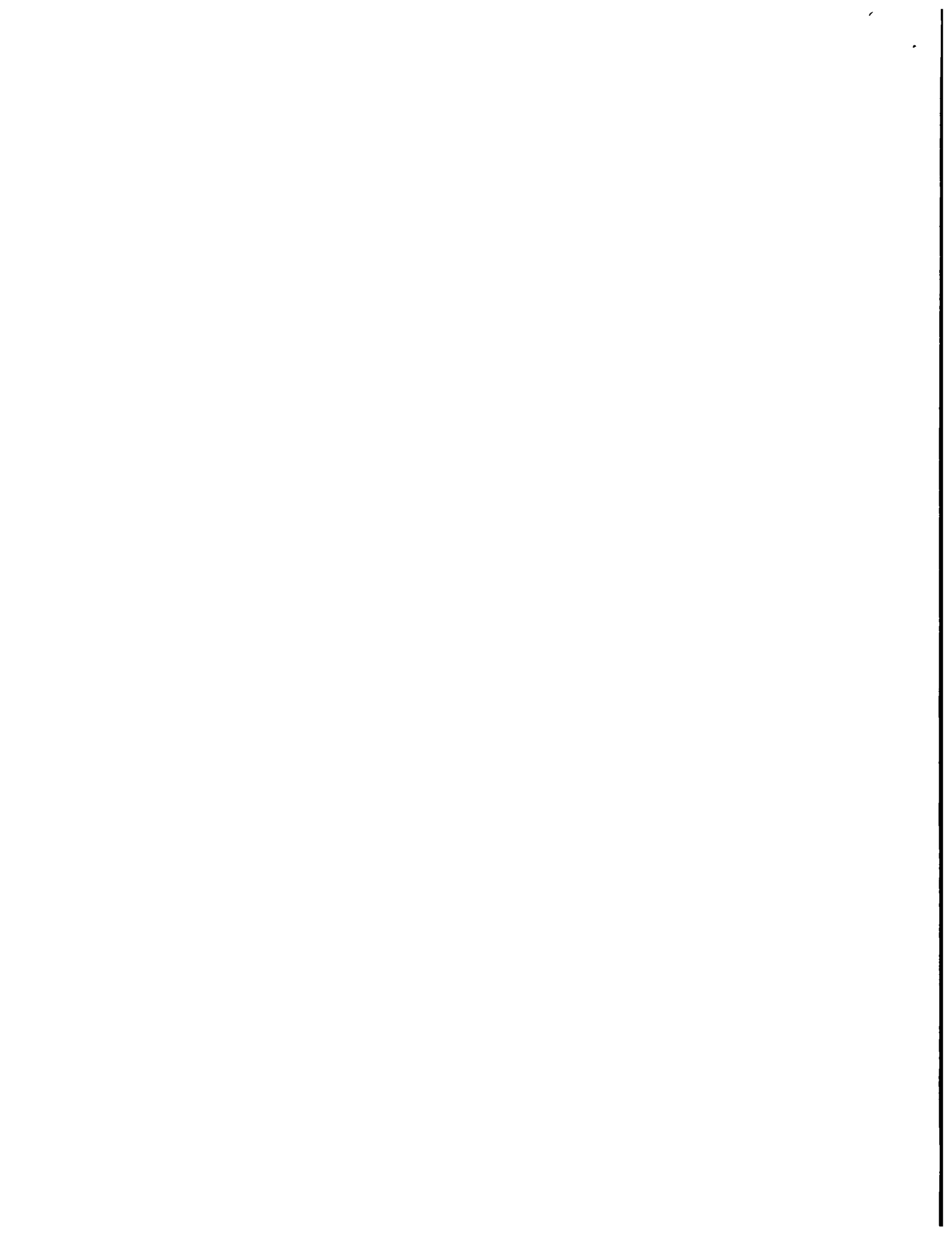




## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

<b>Taxpayer Name:</b>	EARLE ASPHALT COMPANY(FORMERLY* EARLE ASPHALT & PAVING CO.)
<b>Trade Name:</b>	
<b>Address:</b>	1800 ROUTE 34 WALL, NJ 07719-9168
<b>Certificate Number:</b>	0103368
<b>Effective Date:</b>	February 05, 1968
<b>Date of Issuance:</b>	May 02, 2019

**For Office Use Only:**  
20190502104534718



**THE PUBLIC WORKS CONTRACTOR REGISTRATION**  
**ACT (NJSA 34:11-56:48, et. seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "Contractor Registration Certificate" with the Bid or prior to award of contract.

Signature:

A handwritten signature in black ink, appearing to read "Brian M. Cooper", written over a horizontal line.

Print Name:

Brian M. Cooper, PE, Manager of Engineering







# 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:

Earle Asphalt Company  
**2021**

**Responsible Representative(s):**

Walter R Earle, President  
Michael Earle, Secretary

**Responsible Representative(s):**

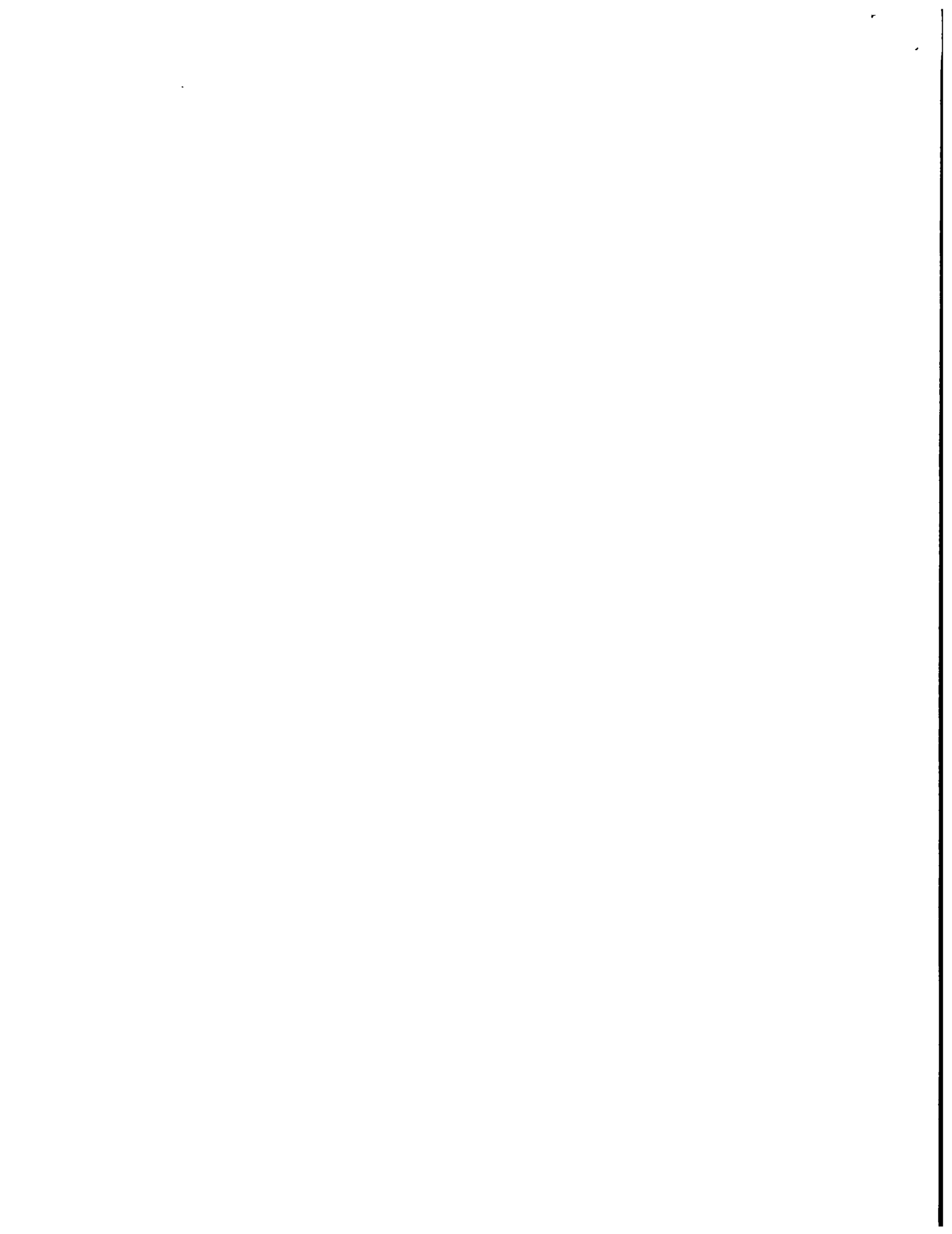
Thomas Earle, Vice-President

Handwritten signature of Robert Asaro-Angelo in cursive script.

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.



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

ss.

COUNTY OF Monmouth

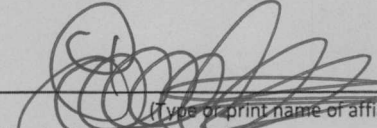
I, Brian M. Cooper, PE residing in Township of Manalapan in the County of Monmouth and  
(Name of Affiant) (Name of Municipality)  
the State of New Jersey of full age, being duly sworn according to law on my  
oath depose and say that:

Manager of  
I am Engineering of the firm of Earle Asphalt Company  
(Title or Position) (Name of Firm)  
the bidder making the Proposal for the bid entitled 2022 Municipal Road Reconstruction Project -  
Shore Avenue  
(Title of Bid Proposal)

and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Surf City relies upon the truth of the statements contained in said Proposal  
(Name of Contracting Unit)

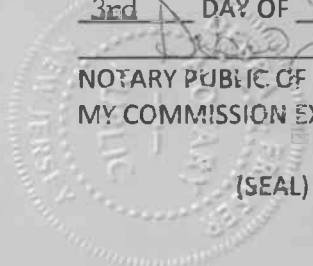
and in the statements contained in this affidavit in awarding the contract for the said project.

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

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
3rd DAY OF November, 2022

NOTARY PUBLIC OF  
MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_



(SEAL)

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



**AFFIRMATIVE ACTION AFFIDAVIT  
NOTICE TO CONTRACTORS  
RE: AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127**

**PROCUREMENT AND SERVICE CONTRACTORS:**

Bidders are required to comply with the requirements of P.L. 1975, c.127.

**A. ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
  - An existing Federally approved or sanctioned Affirmative Action Program.
  - A Certificate of Employee Information Report Approval.
  - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

---

**The following questions must be answered by all prospective contractors:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_

No X \_\_\_\_\_

If "Yes", please submit a photo static copy of such approval.

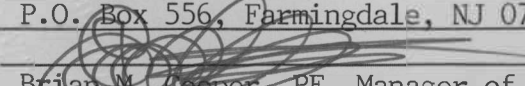
2. Do you have a State Certificate of Employee Information Report Approval?

Yes X \_\_\_\_\_

No \_\_\_\_\_

If "Yes", please submit a photo static copy of such approval.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirement of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to the law.

Company: Earle Asphalt Company  
Address: P.O. Box 556, Farmingdale, NJ 07727  
Signature:   
Title: Brian M. Cooper, PE, Manager of Engineering  
Phone: (732) 308-1113



Certification 5657

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

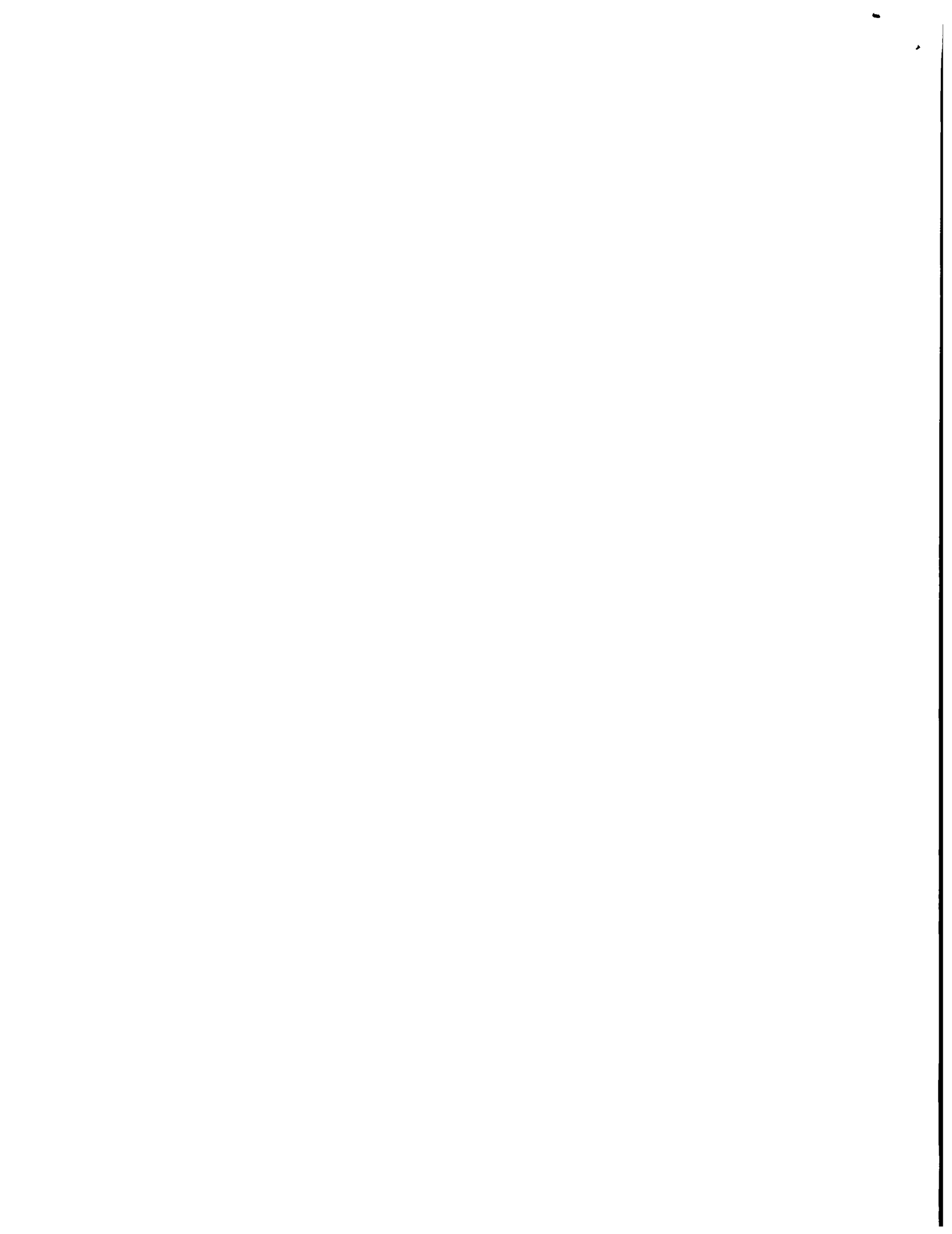
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-DEC-2019** to **15-DEC-2022**

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



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

**ELIZABETH MAHER MUOIO  
State Treasurer**





**EXPERIENCE QUESTIONNAIRE**

The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that in the proposed Contract he has done, to give references and such other detailed information that will enable the Owner and the Engineer to judge his responsibility, experience, skill, and business standing.

The Borough shall have the right to reject any BIDS submitted by a BIDDER whose experience for this type of work, under this project, is deemed by the Borough's Governing Body to be inadequate.

Submitted to Borough of Surf City

By Earle Asphalt Company a Corporation  
a Co-partnership  
an Individual

Principal Office 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719  
Contact Person: Bill Mead/Brian M. Cooper, PE  
Telephone No.: (732) 308-1113

The signatory of the proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

How long have you, as Contractor, been engaged in the construction business under present Individual or Company name? 48 years and 6 years as Earle Asphalt & Paving Co.

Have you, as Contractor, ever defaulted or failed to execute and/or complete a contract awarded to you by a public agency? If yes, explain.

No  
\_\_\_\_\_  
\_\_\_\_\_

List below, Contract Work, of a similar nature and magnitude to that to be performed for this project, completed or under construction within the last three (3) years.

Owner or Agency	Contact Person	Telephone Number	Description of Project	Contract Amount
<u>See Attached</u>				

(Attach Additional Sheets as Required)

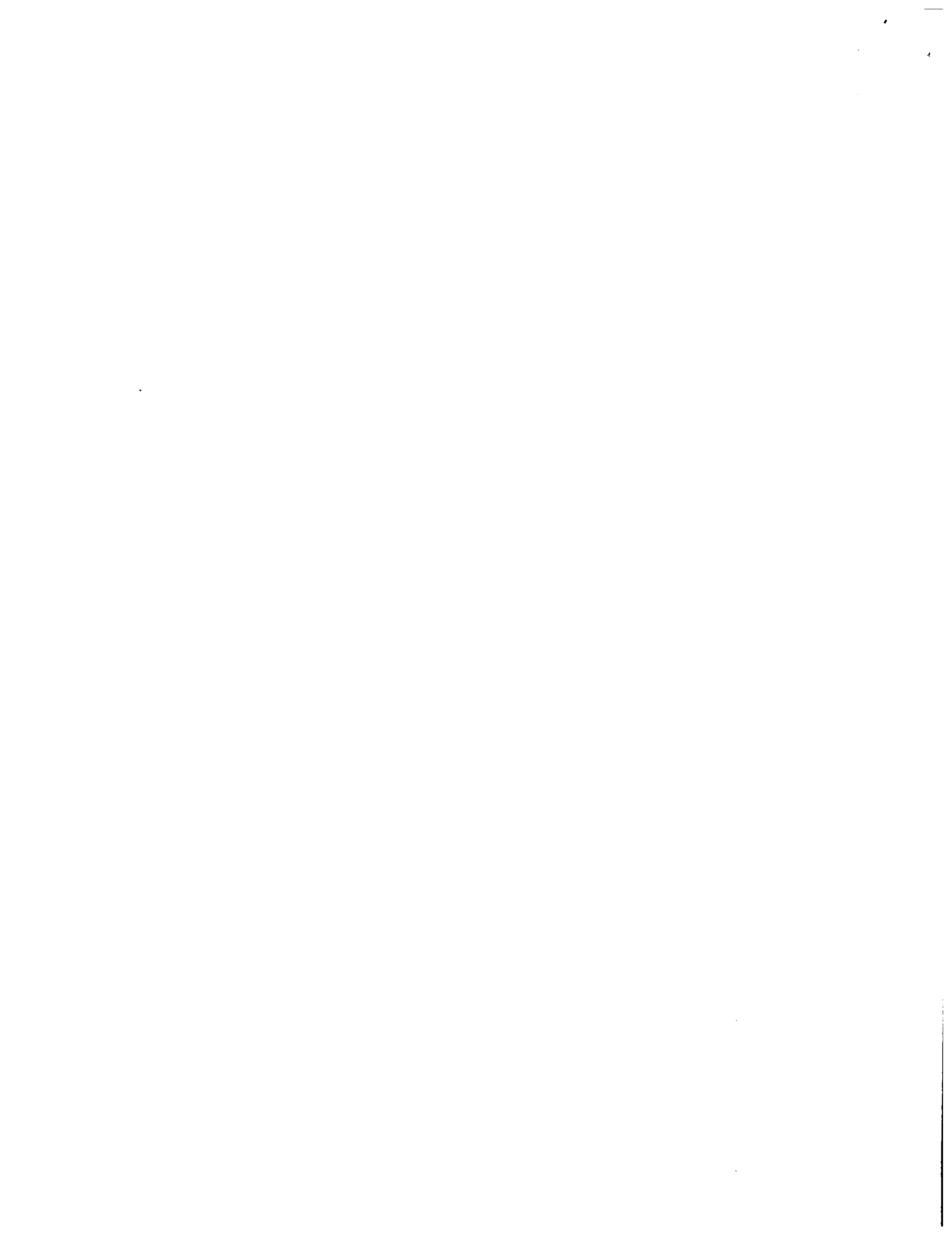


**EARLE ASPHALT COMPANY - (REFERENCES) PAST PROJECTS**

<b><u>OWNER</u></b>	<b><u>CONTACT</u></b>	<b><u>PROJECT NAME</u></b>	<b><u>COMPLETION</u></b>	<b><u>AMOUNT</u></b>
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

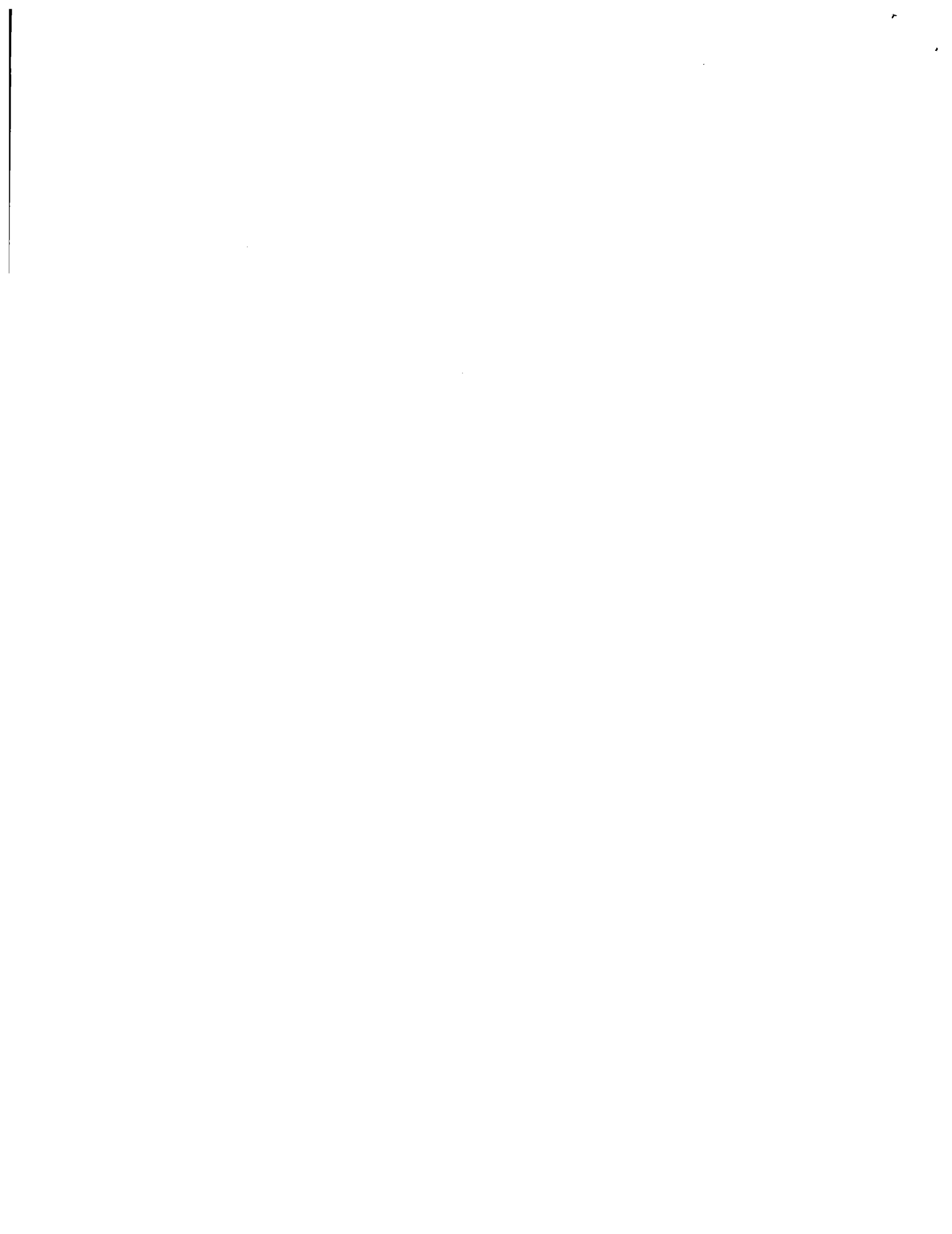




Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Superstorm Sandy - North Beach Road & Drainage Repairs Ph 2	07/18	1,088,667.24
Borough of Fieldsboro 204 Washington Street Fieldsboro, NJ 08505	c/o Maser Consulting Anthony Sinn 856-797-0412 x 4154	Rdwy 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



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



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





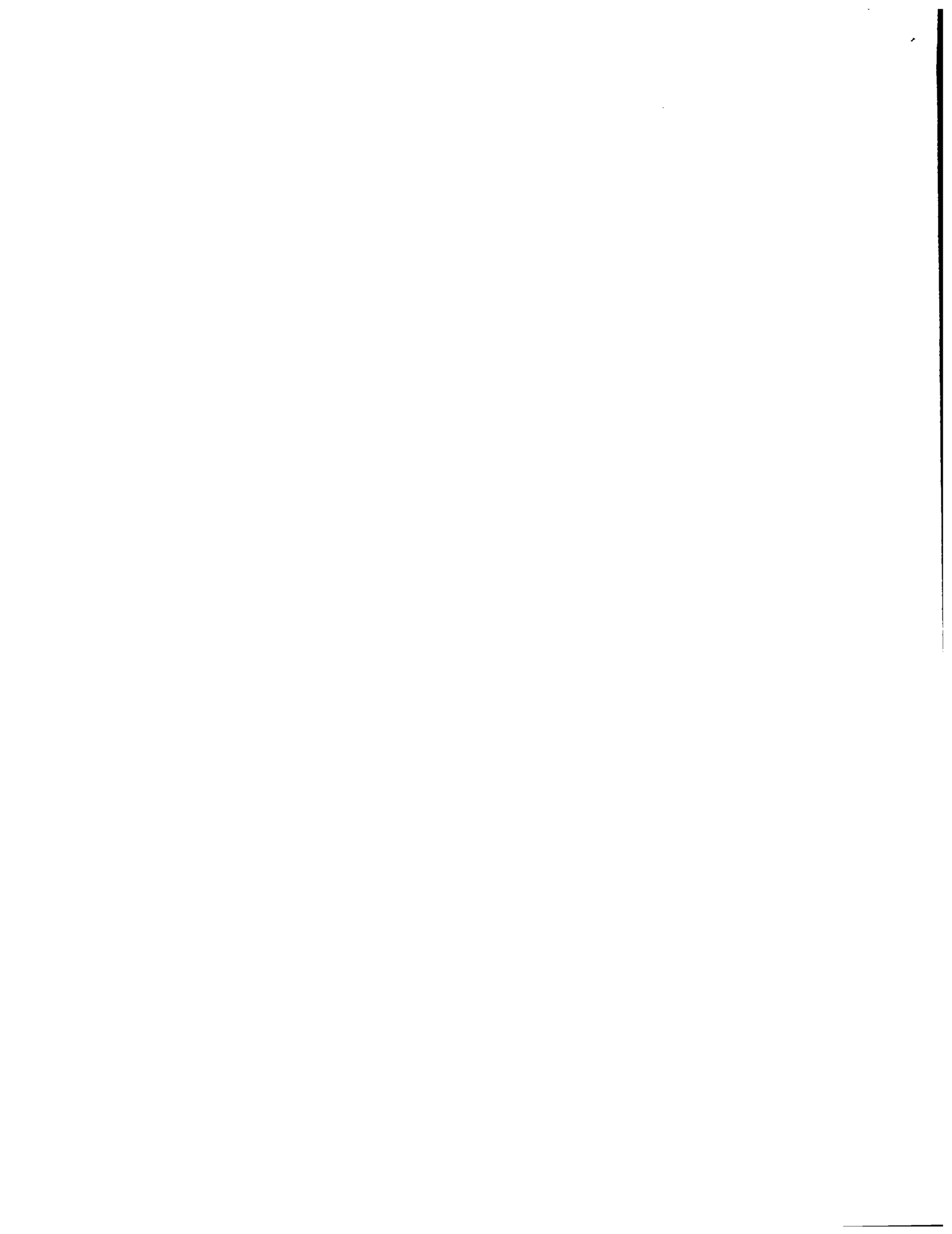
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Forest Drive & Shady Lane Road Improvements	2/20	472,083.23
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	2019 NJDOT MA Jamaica Blvd Phase III Road Reconstruction	3/20	382,655.07
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates Lucee Zamor (732) 462-7400	2018 Roadway Improvements Program Bid # 2018-056	4/20	1,660,239.98
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	Pulaski Blvd & Satiago Dr West Mill & Overlay	5/20	317,313.13
Borough of Pennington 30 North Main Street Pennington, NJ 08534	c/o Van Note-Harvey Brandon Fetzer 609-987-2323	East 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



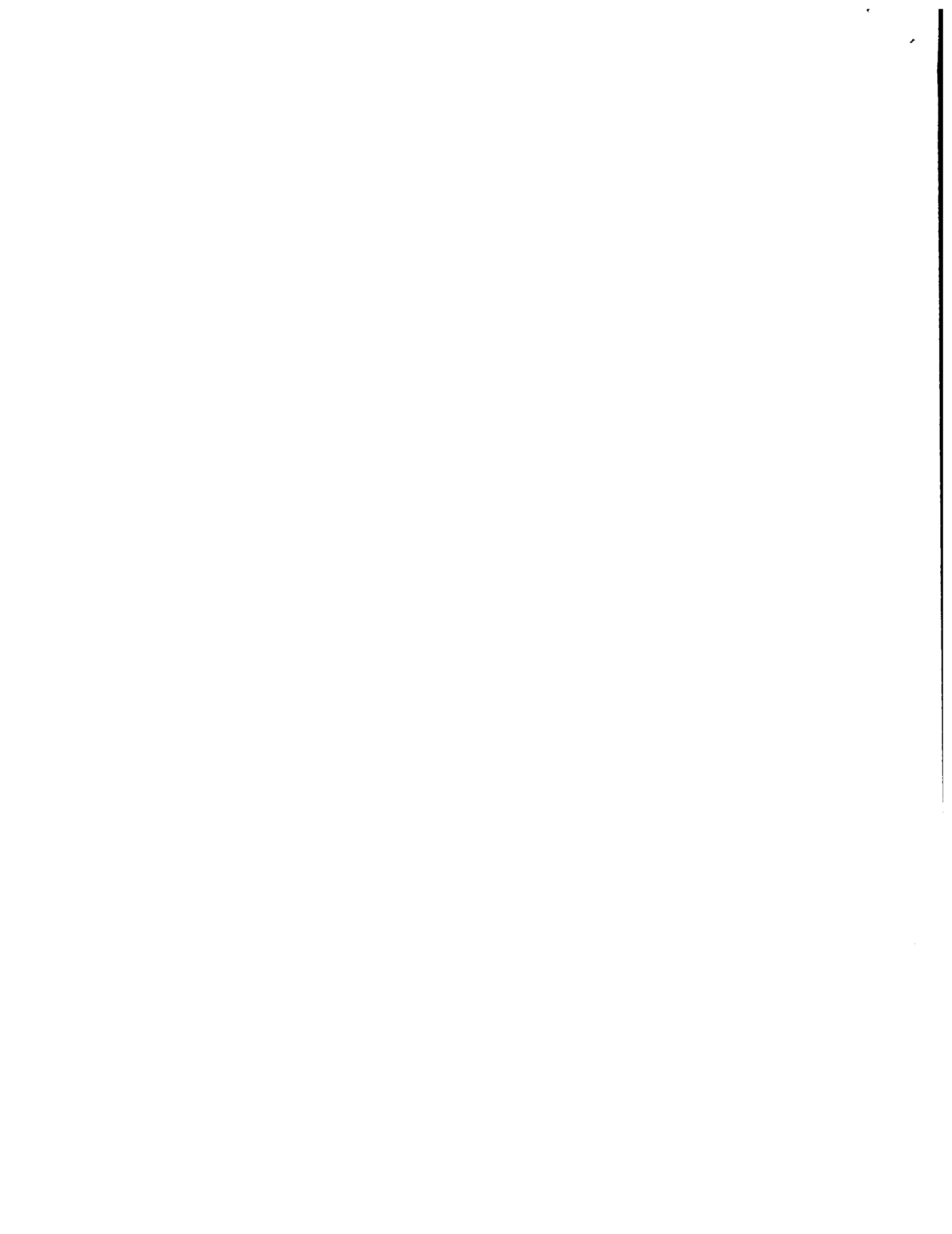
Trenton, NJ 08625	<u>Andres.Vanegas@dot.nj.gov</u>			
Borough of Atlantic Highlands 100 First Avenue Atlantic Highlands, NJ 07716	c/o CME Associates Bennet Matlack 732-462-7400	2019 Municipal Aid Program	9/20	800,252.48
Borough of Eatontown 47 Broad Street Eatontown, NJ 07724	c/o ARH Associates Zayineth 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 <u>Darshan.Patel@dot.nj.gov</u>	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

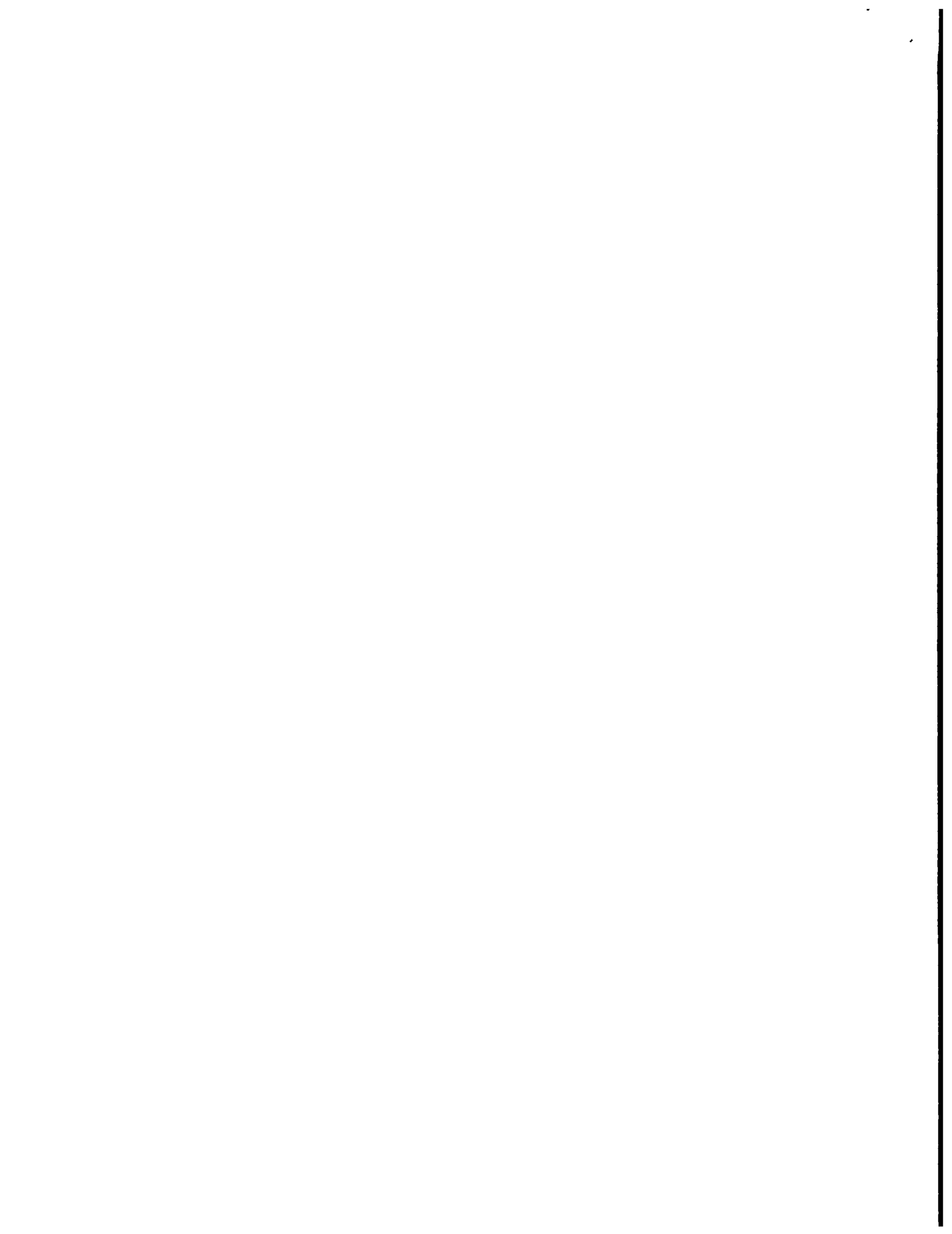


Toms River, NJ 08754		Contract 2018A		
County of Burlington 49 Rancocas Road Mount Holly, NJ 08060	Joseph T. Brickley (609) 265-5012	2019 State Funded Over Program	5/21	3,842,557.15
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Construction of Horizontal Curve High Friction	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



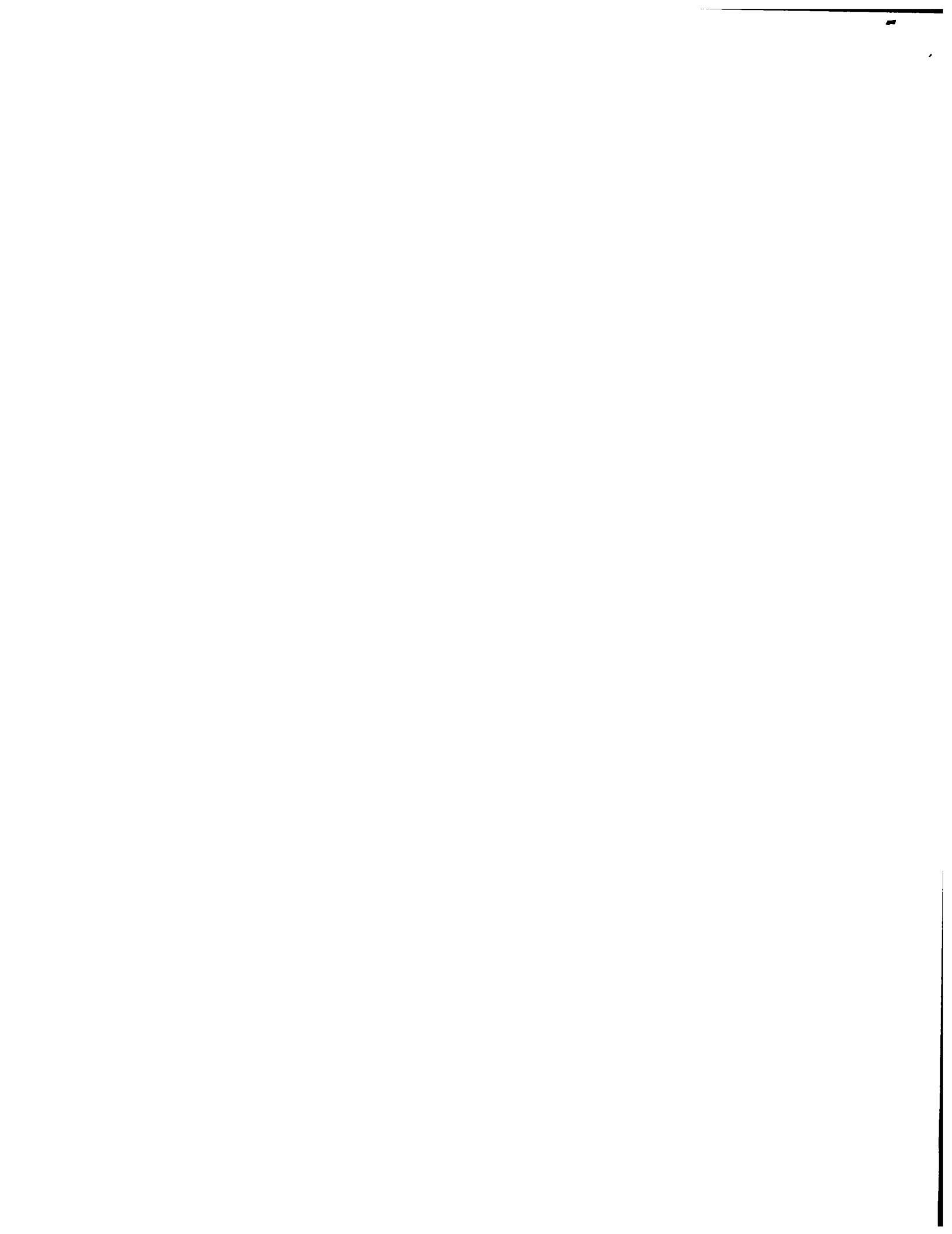


Township of Hopewell 201 Washington Crossing Pennington Road Titistville, NJ 08560	c/o Van Cleef Eng. Herbert Seeburger (609) 689-1100 x1010	2020 Road Maintenance Program Bid #20-10	9/21	896,654.51
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o ARH Associates Richard Hall (609) 561-0482	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	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 Freehold, NJ 07728	Thomas M. Lombardi, PE 732-431-7760	2018 Resurf of Various County Rds.	12/21	7,274,566.39
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	Ryan Ward (732) 255-0400	Parking Lot 2 & Service Road Improvements	12/21	2,336,090.71



Toms River, NJ 08753

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 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 1 Turnpike Plaza Woodbridge, NJ 07095	John Ernst 732-750-5300	NJTA E-Z Pass Improvements Interchange 6 Toll Plaza, T300.463	06/22	7,066,833.62
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	Inam Shaikh	Route 1 College Road	7/22	3,272,842.32



1035 Parkway Avenue Trenton, NJ 08625	609-963-1596			
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
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



**EQUIPMENT CERTIFICATION**

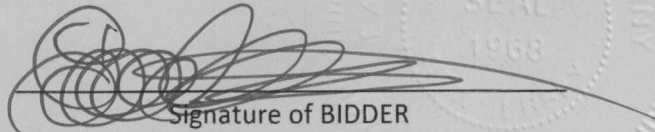
**INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:**

If the BIDDER owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the BIDDER not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

**PART 1**

"This is to certify that I, the BIDDER, signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the Contract Drawings and in the Contract Specifications".

November 3, 2022  
Date

  
Signature of BIDDER  
Brian M. Cooper, PE, Manager of Engineering

**PART 2**

N/A

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the BIDDER named below the control of said equipment during such time as may be required for that portion of the work described on the Contract Drawings and in the Contract Specifications for which said equipment is necessary".

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or  
Controller of Equipment

\_\_\_\_\_  
Name of BIDDER

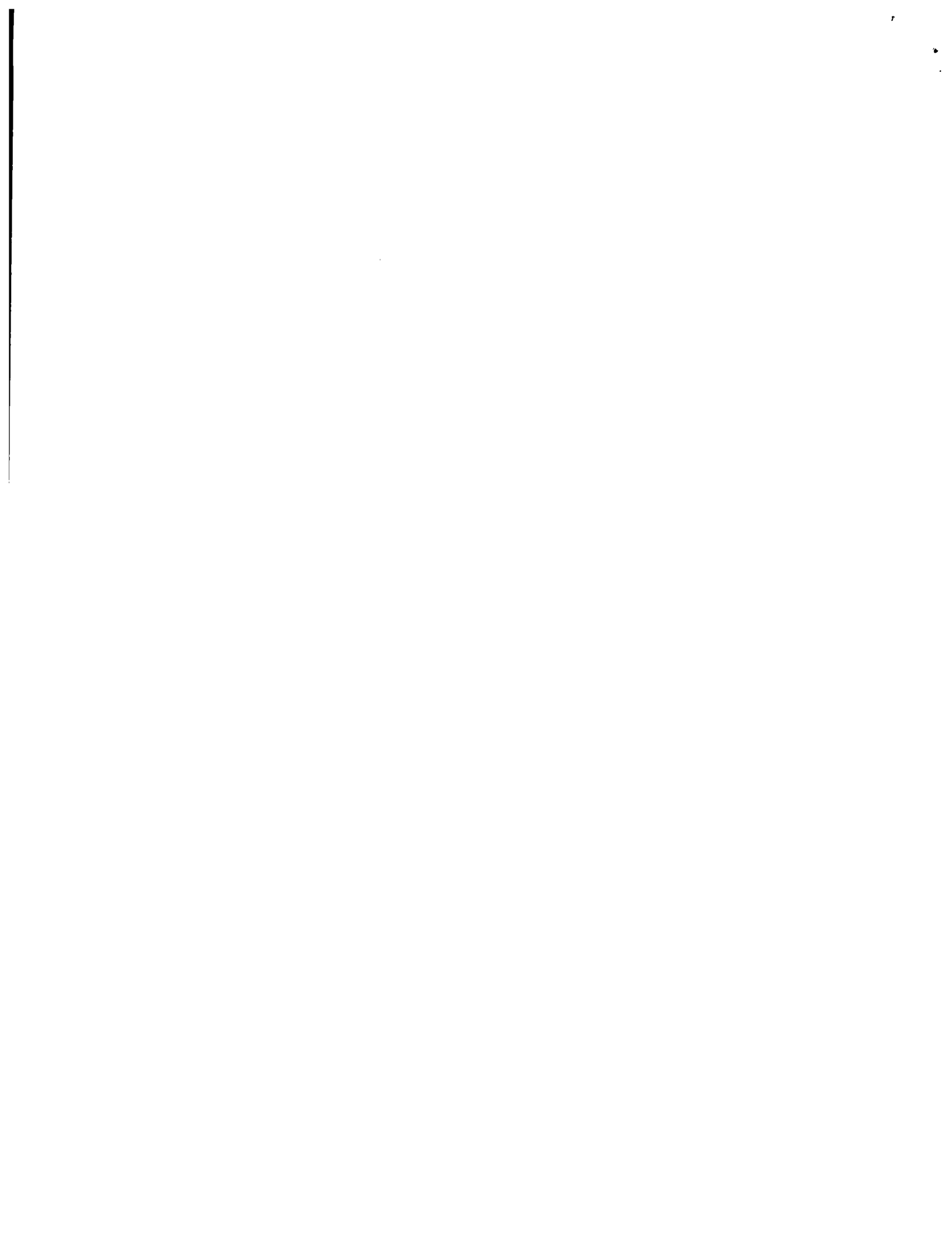
\_\_\_\_\_  
Business Address and  
Telephone Number of Above

**LIST OF EQUIPMENT**

See Attached  
\_\_\_\_\_  
\_\_\_\_\_

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

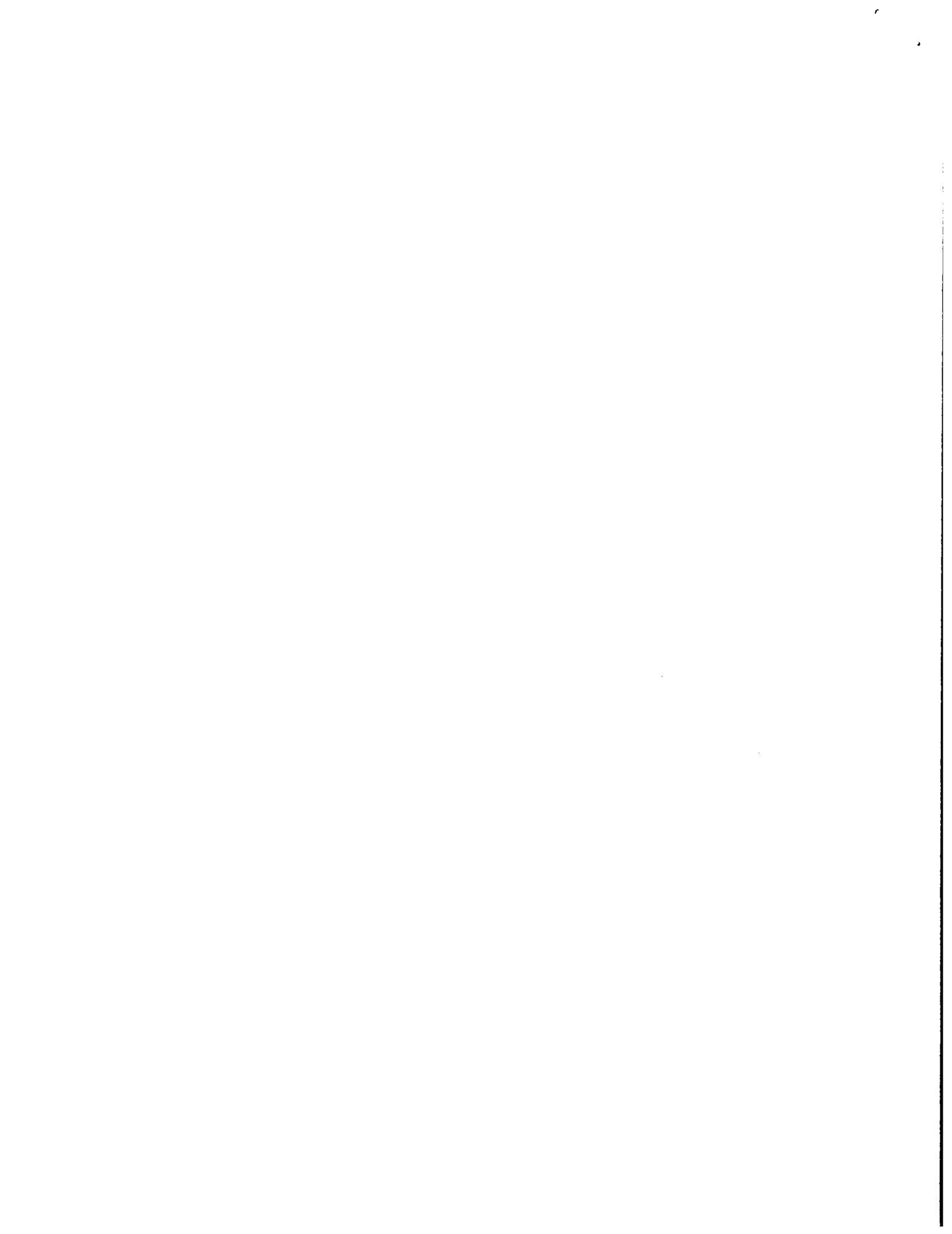
(Attach Additional Sheets as Required)





# EQUIPMENT LIST - EARLE ASPHALT COMPANY

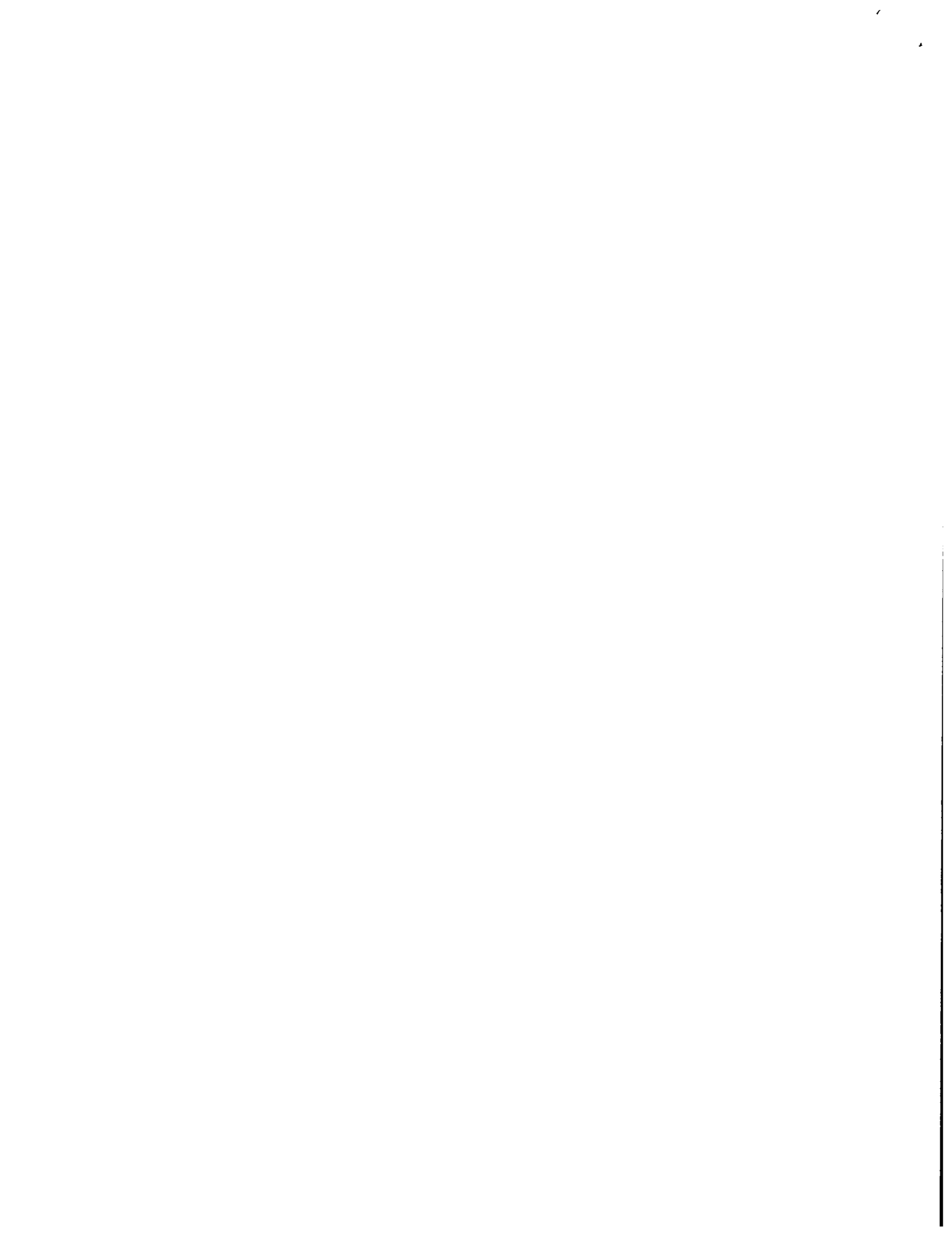
No	Year	Make	Model	VIN	Serial No.
00-0102	2017	CHEVY	SUBURBAN, Rob	1GNSKJKC3HR241419	1GNSKJKC3HR241419
00-0107	2015	GMC	YUKON	1GKS2HKC2FR135174	
00-0113	2012	CHEVROLET	EQUINOX	2GNFLDE57C6278717	
00-0116	2019	FORD	F150	1FTMF1CB5KKD58186	
00-0117	2016	FORD	EXPLORER	1FMSK8D85GGB00798	
00-0120	2015	FORD	EDGE SEL	2FMTK4J88FBB69740	
00-0122	2019	FORD	F150	1FTEX1EP7KKD51072	
00-0123	2019	FORD	F-150 Std. Cab Long Bed 2wd	1FTMF1CB6KCC18020	
00-0124	2019	FORD	F150 R/C	1FTMF1CB2KCC00565	
00-0126	2016	FORD	F150	1FTFW1EF1GFC68042	
00-0128	2018	FORD	F150	1FTEX1EP8JFA26003	
00-0129	2019	FORD	F150 S/C	1FTEX1EP3KCC42933	
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	1FTEX1EP5KKD51071	
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	2021	Chevrolet	Suburban Premeir		
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	
01-0206	2018	FORD	TRANSIT	1FTYR1CMXJKB41967	
01-0230	2020	Ford	Transit T-250 AWD	1FTBR2C88LKA00557	
02-0203	2014	DODGE	3500	3C7WR9CL8EG294294	8eg294294
02-0205	2014	DODGE	5500	3C7WRMDL8EG174156	
02-0209	2019	FORD	F350	1FD8X3F61KEF35626	
02-0210	2019	FORD	F350	1FD8X3F63 KEF35627	
02-0212	2014	FORD	F350	1FD7X3FT9EEA93913	
02-0218	2011	FORD	F550	1FD0X5GT1BEA89359	
02-0223	2013	FORD	F350	1FD8X3FT9DEA94384	
02-0225	2017	DODGE	5500 RAM	3C7WRMBL0HG664632	
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		1FVACWDT9CD BD5156	
02-0302	2021	RAM	3500		3C7WRTAJ3MG570636	
02-0304	2021	RAM	5500		3C7WRMDL7MG569542	
02-0305	2021	RAM	5500		3C7WRMDL8MG571199	
03-0207	2019	DODGE	5500		3C7WRNBL1KG618739	
03-0215	2013	FORD	F450	10 LUG	1FD0X4GT0 DEA94016	
03-0224	2011	FREIGHTLINER	M2		1FVACWDT5BD BB3640	
03-0249	1998	FORD	F800		1FDXF80C8 WVA37682	
03-0252	2009	INTERNATIONAL	7300		1HTZZAAN59J073064	
03-0253	2020	Peterbilt	220		3BPPHM7X0MF594050	S8326
03-0254	2020	Peterbilt	220		3BPPHM7X4MF594049	S8325
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	3ALACWDT7GDHT2850
04-0236	2021	Freightliner	M2-106		3ALACWFC7MDMK3532	
04-0237	2021	Freightliner	M2-106		3ALACWFC9MDMK3533	
04-0297	2013	FREIGHTLINER	M2		1FVHCYBS3DHFD0044	
05-0260	2004	FREIGHTLINER	FL60		1FVABPAK84HM66522	
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		1FVACWDC96HV95450	
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		1FVACWFE1KHKT6233	
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	8510790521
06-0299	1998	MACK	RD690S	1M2P264C7 WM025880	
06-0303	1991	MACK	RD690SX	1M2P265C5MM008216	
06-0310	1991	MACK	RD690SX	1M2P265C9 MM008221	
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	1NPAXUEX65N 866172	
06-0540	2006	PETERBILT	357	1NPAXUEX85N866173	
06-0541	2006	PETERBILT	357	1NPAXUEX86N 866174	
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	1NPSXPEX1ED 248706	
06-0548	2014	PETERBILT	365	1NPSXPEX3ED 248707	
07-0002	1999	International	4300	1HTSDAANXXH641653	
07-0003	2002	Freightliner	FL-70	1FVABTAK72HK41241	
10-0252	2001	INTERNATIONAL	4300	1HTMNAAN5 2H523043	
10-0254	1991	MACK	CS250	VG6BA08B1 MB600219	
10-0255	1994	FORD	LN8000	1FDXR82E6 RVA08580	
10-0298	2005	FREIGHTLINER	M2	1FVHCYDC25HU04167	
10-0300	1989	MACK	RD690S	2M2P198C3 KC005974	
10-0301	1991	MACK	RD690SX	1M2P265C0MM008219	
11-0961	2005	KOMATSU	HM350-1	1100	
12-0484	2019	CAT	262D HF		CAT0262DCDTB09252
12-0485	2019	CAT	262D HF		CAT0262DKDTB09255
12-0491	2014	CATERPILLAR	262D	ODTB01276	CAT0262DHDTB01276
12-0492	2014	CATERPILLAR	262D HF	DTB01470	
12-0493	2017	CATERPILLAR	262D HF	17M0568	ODTB07631
12-0496	2022	CAT	262D		TBD
12-0497	2022	CAT	262D		TBD
13-0941	2005	KOMATSU	WA320-5L	A32339	A32339
13-0942	2007	KOMATSU	WA320-5L	A33124	
13-0945	2013	KOMATSU	WA320-6	71207	
13-0946	2017	KOMATSU	WA320-8		A38111
13-0947	2004	CATERPILLAR	966G II	ANT00279	
13-0948	2018	KOMATSU	WA320-8		A38386
13-0949	2019	KOMATSU	WA320-8		A38893
13-0954	2020	Komatsu	WA320-8		A39639
13-0955	2020	Komatsu	WA320-8		A39647
13-0956	2022	Komatsu	WA320-8		TBD
13-0958	2022	CAT	966M		TBD
14-0470	2017	JOHN DEERE	310SL	1T03103LCHF308225	
14-0471	2018	CAT	420F2IT		0HWD03128

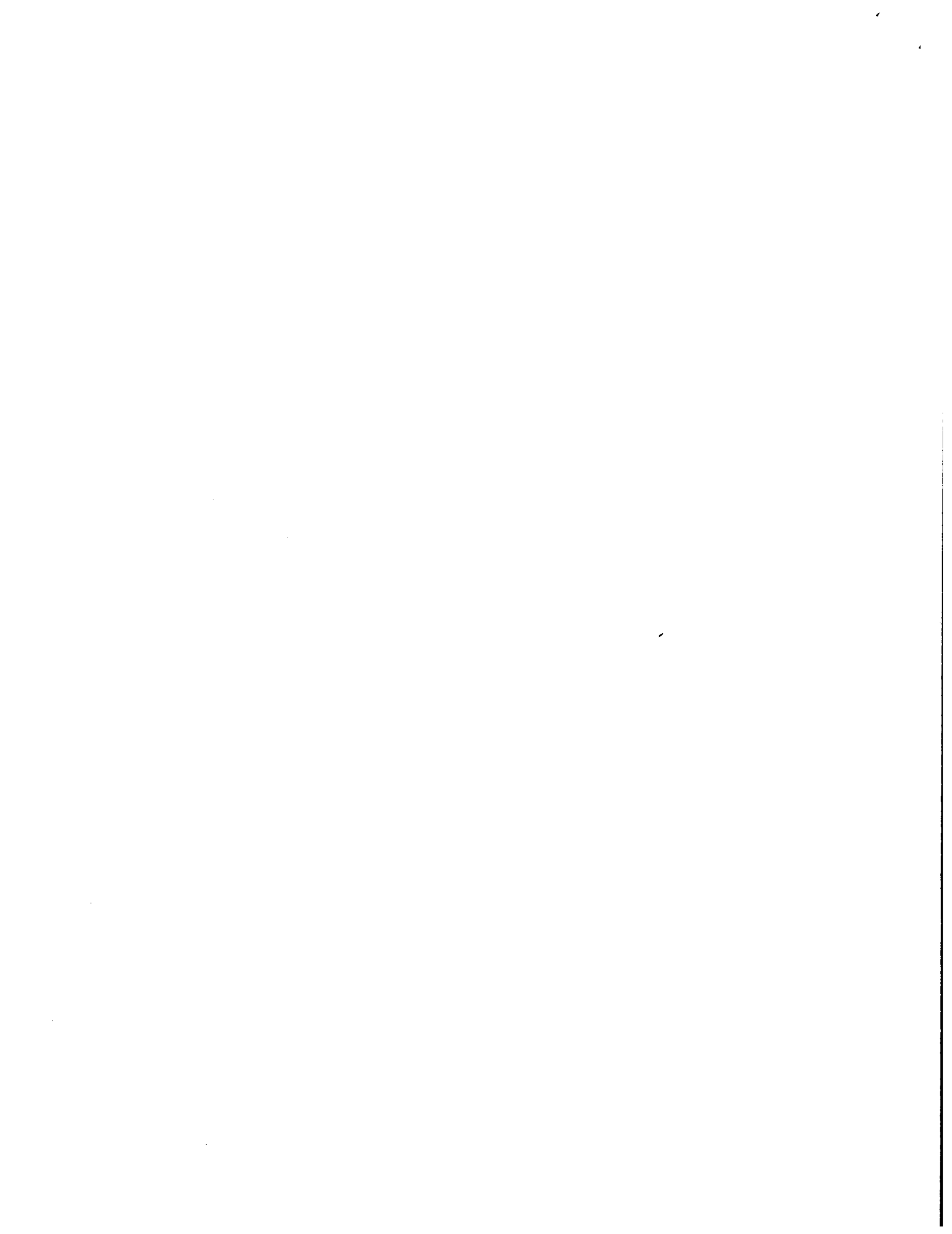


14-0472	2018	CAT	420F2IT	CAT0420FP HWC04490	HWC04490
14-0474	2013	JOHN DEERE	310SK	1T0310SKH DE240271	
14-0475	2014	JOHN DEERE	310SK	1T0310SKCEE258765	258765
14-0476	2013	JOHN DEERE	310 SK	1T0310SKTEE265628	
14-0477	2013	JOHN DEERE	310 SK	1T0310SKKDE243677	
14-0478	2015	JOHN DEERE	310 SL		1T0310SLLFF277809
14-0479	2017	JOHN DEERE	310 SL		1T0310SLVHF316124
14-0480	2018	JOHN DEERE	310SL HL		1T0310HLCJF332738
14-0481	2018	JOHN DEERE	310SL HL		1T0310HLPJF327129
14-0482	2017	JOHN DEERE	310SL HL		1T0310HLVGF 302648
14-0483	2020	Case	580SN WT		NLC774069
14-0484	2020	Case	580SN WT		NLC774073
14-0485	2022	Case	580SN WT		TBD
14-0486	2022	Case	580SN WT		TBD
14-0487	2022	Case	580SN WT		TBD
14-0488	2022	Case	580SN WT		TBD
14-0489	2022	Case	580SN WT		TBD
15-0923	2018	KOMATSU	PC138		52021
15-0924	2018	15-0924	PC138		51123
15-0925	2015	Komatsu	PC138USLC-10		42220
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		56517
15-0953	2020	Komatsu	PC138USLC-11		56503
15-0954	2020	Komatsu	PC138USLC-11		56547
16-0901	2006	KOMATSU	GD675	51303	
17-0916	2014	JOHN DEERE	450J	1T0450JXLE D259933	
17-0925	2021	CAT	D4-15 LGP		JPH00218
18-0449	2017	ASPHALT ZIPPER	AZ500-B203	AZ0253	
18-0450	2007	ASPHALT ZIPPER	AZ500	50000263	
18-0451	2020	Asphalt Zipper	AZ500-203B		50000103R
18-0456	2011	WIRTGEN	W2200	8210560	
18-0457	2016	WIRTGEN	W250I	06221007	
18-0458	2018	WIRTGEN	W210 I		1520.1301
18-0459	2019	WIRTGEN	W220i		07220122
18-0460	2020	Roadtec	RX900LE-4	RX900EL-4-4015	4015
18-0461	2020	Roadtec	RX700E-4	RX700E-4-4039	BDN03947
18-0462	2021	Roadtec	RX700e-4		
18-0484	2019	CATERPILLAR	PC306B		
18-0486	2003	CATERPILLAR	PC205		RBG00107
18-0491	2016	CATERPILLAR	PC306B	PC-T01154	
19-0400	2018	Ricks Rig	Series 2000 Frame only		





19-0401	2018	Ricks Rig attachment			
19-0403	2015	CATERPILLAR	AP1055F		TJ500122
19-0404	2008	CATERPILLAR	AP1055D	FAC00542	
19-0408	2016	CATERPILLAR	AP1055F	TJ500494	TJ500494
19-0409	2017	WEILER	E2850A		E2850A-1514
19-0410	2017	CATERPILLAR	AP655	17M0151	0MH600285
19-0411	1998	CAT	AP-650B		9DN00345
19-0412	2020	Roadtec	SB 2500E		4310
19-0413	2021	CAT	AP1055F		CATAP105VTJ501300
19-0414	2019	Marathon	HMT8000		90029
19-0415	2021	Roadtec	SB-3000		4029
19-0416	2020	Ricks Rig series 2000	2030		
19-0417		CAT			
19-0970	2012	GOMACO	C-450	900800-362	
20-0418	2019	Caterpillar	CB24B		02X401939
20-0419	2018	CAT	CB24		02X401479
20-0420	2018	CAT	CB24		02X401480
20-0421	2018	CAT	CB24		02X401547
20-0423	2013	BOMAG	BMP8500	101720112039	
20-0425	2006	WACKER	RT-82-SC	5730208	
20-0430	2013	20-0430	CB54XW		OJLM00876
20-0431	2015	CATERPILLAR	CB14B	47300865	
20-0432	2014	CATERPILLAR	CB54XW		OJLM00879
20-0433	2011	HAMM	HD110VVHF	H1850233	
20-0436	2014	CATERPILLAR	CB54B		CATCB54BK LXD00202
20-0438	2015	CATERPILLAR	CB54XW	OK3J00226	OK3J00226
20-0439	2015	CATERPILLAR	CB54XW		OK3J00217
20-0445	2019	CAT	CB13		PWP00238
20-0447	2019	CATERPILLAR	CB10		OP8P00382
20-0448	2004	DYNAPAC	CA250	65220389	
20-0449	2008	DYNAPAC	CA362D	72421100	84 Inch smooth drum
20-0450	2019	CAT	CB13	CAT0CB13VPWP00219	
20-0494	2020	Bomag	BMP8500		101720133664
20-0495	2020	Bomag	BMP8500		101720133704
20-0496	2020	Bomag	BMP8500		101720133681
20-0497	2020	Bomag	BMP8500		101720133677
20-0501	2020	CAT	CB1.7		CAT0CB17T64300182
20-0502	2020	CAT	CB1.7		CAT0CB17P64300250
20-0503	2020	CAT	CB1.7		CAT0CB17E64300177
20-0504	2020	CAT	CB1.7		CAT0CB17C64300276
20-0506	2021	CAT	CB15		0M9400250
20-0507	2021	CAT	CB15		0M9400251
20-0516	2022	Bomag	BMP8500		TBD
20-0517	2022	Bomag	BMP8500		TBD
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	
32-0017	2019	Sweepster	22197MH		1934024
32-0271	2004	BROOM BEAR	FL70/ FL42H	1FVABTDC84D N21779	
32-0272	2018	FREIGHTLINER/ELGIN	M2-106	1FVACXFE7KHKT2269	
32-0273	2021	Freightliner	M2-106	1FVACXFEXNHMS4337	1215
32-0274	2021	Freightliner	M2-106	1FVACXFE1NHMS4338	1216
32-0275	2023	Freightliner	M2-106		
36-0008	2017	Allmand	Night-Lite V Series LED		39-001300
36-0009	2019	Allmand	Night-Lite V Series LED		39-004551
36-0010	2019	Allmand	Night-Lite V Series LED		39-004555
36-0011	2019	Allmand	Night-Lite V Series LED		39-004556
36-0012	2019	Allmand	Night-Lite V Series LED		39-005987
36-0013	2019	Allmand	Night-Lite V Series LED		39-006501
36-0014	2019	Allmand	Night-Lite V Series LED		39-004558
36-0335	2016	ATLAS COPCO	V5+		WUX904815
36-0337	2013	NETVISION	MLT5060K	1202252	
36-0629	2016	ATLAS COPCO	COPCO LED	YA302988XJW913538	WUX913538
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	5F11S1018L1003657	
37-0395	2020	Wanco	WTSP55-LSA (4'X8') Trailer	5F11S1016L1004855	
37-0396	2022	Wanco	WTSP55-LSA		TBD
37-0397	2022	Wanco	WTSP55-LSA		TBD
37-0398	2022	Wanco	WTSP55-LSA		TBD
37-0399	2022	Wanco	WTSP55-LSA		TBD
38-0702	2017	WANCO	WTMMB-A		5F12S1618H1003189
38-0703	2017	WANCO	WTMMB-A		5F12S1614H1003190
38-0704	2017	WANCO	WTMMB-A		5F12S1613H1006257
38-0705	2017	WANCO	WTMMB-A		5F12S1617H1006259
38-0706	2017	WANCO	WTMMB-A		5F12S1611H1006256
38-0707	2017	WANCO	WTMMB-A		5F12S1610H1006863
38-0708	2017	WANCO	WTMMB-A	17R1017	5F12S1612H1006864
38-0709	2017	WANCO	WTMMB-A	17R1018	5F12S1614H1006865
38-0710	2017	WANCO	WTMMB-A	17R1019	5F12S1616H1006866
38-0711	2017	WANCO	WTMMB-A	17R1020	5F12S1618H1006867
38-0712	2018	WANCO	WTMMB-A	18R0414	5F12S1611J1001368



38-0713	2018	WANCO	WTMMB-A	18R0415	5F12S1613J1001369
38-0714	2018	WANCO	WTMMB-A	18R0416	5F12S161XJ1001370
38-0715	2017	WANCO	WTMMB-A	18R0417	5F12S1611J1001371
38-0716	2018	WANCO	WTMMB-A	18R0418	5F12S1619J1001487
38-0717	2018	WANCO	WTMMB-A	18R0420	5F12S1615J1001907
38-0718	2018	WANCO	WTMMB-A	18R0421	5F12S1617J1001908
38-0719	2018	WANCO	WTMMB-A	18R0422	5F12S1610J1001913
38-0720	2019	Wanco	WTMMB-A	5F12S1618HH1006609	17R0994
38-0721	2019	Wanco	WTMMB-A	5F12S1614HH1006610	17R0995
38-0722	2020	Wanco	WTMMB-A	5F12S1615L1004650	
38-0723	2020	Wanco	WTMMB-A	5F12S1617L1004651	
38-0724	2022	Wanco	WTMMB-A		TBD
38-0725	2022	Wanco	WTMMB-A		TBD
38-0726	2022	Wanco	WTMMB-A		TBD
38-0727	2022	Wanco	WTMMB-A		TBD
38-0728	2022	Wanco	WTMMB-A		TBD
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		
63-0641					
63-0642					
79-0250	2015	CRAFCO	SS125DC	1C9SV1229F1418309	
79-0252	2020	Mauldin	MT-600 GK-01		04148
79-0993	2019	Marathon	Kera 150	2M9KHD1T5JH190471	
80-0001	2018	Hippo	Powerpack		512SS
80-0002	2016	Hippo	Power Pack		51281
80-0003	2016	Hippo	Multi Power		51264
80-0004	2016	Hippo	Multi Power		51200
80-0005	2016	Hippo	Multi Power		51233
80-0339		Atlas Copco CFM	XAS185		HOP050675
80-0367	2015	ATLAS COPCO	XAS185	HOP047909	
80-0389	2020	Atlas Copco	XAS185KDU	Mounted to 06-0294	HOP059552
80-0390	2021	Atlas Copco	XAS 188 CD8		HOP030427
80-0391	2021	Atlas Copco	XAS 188 CD8		HOP030428
81-0100		GENERAC	QT06024KNSN	60KW-R-Panel	5217446
81-0317	2011	GENERAC	QT060	5217446	
81-0325	2012	CHICAGO PNEUMATIC	CPG25KD	HOP100470	
82-0001		Lincoln	330 MPX		U1190609433

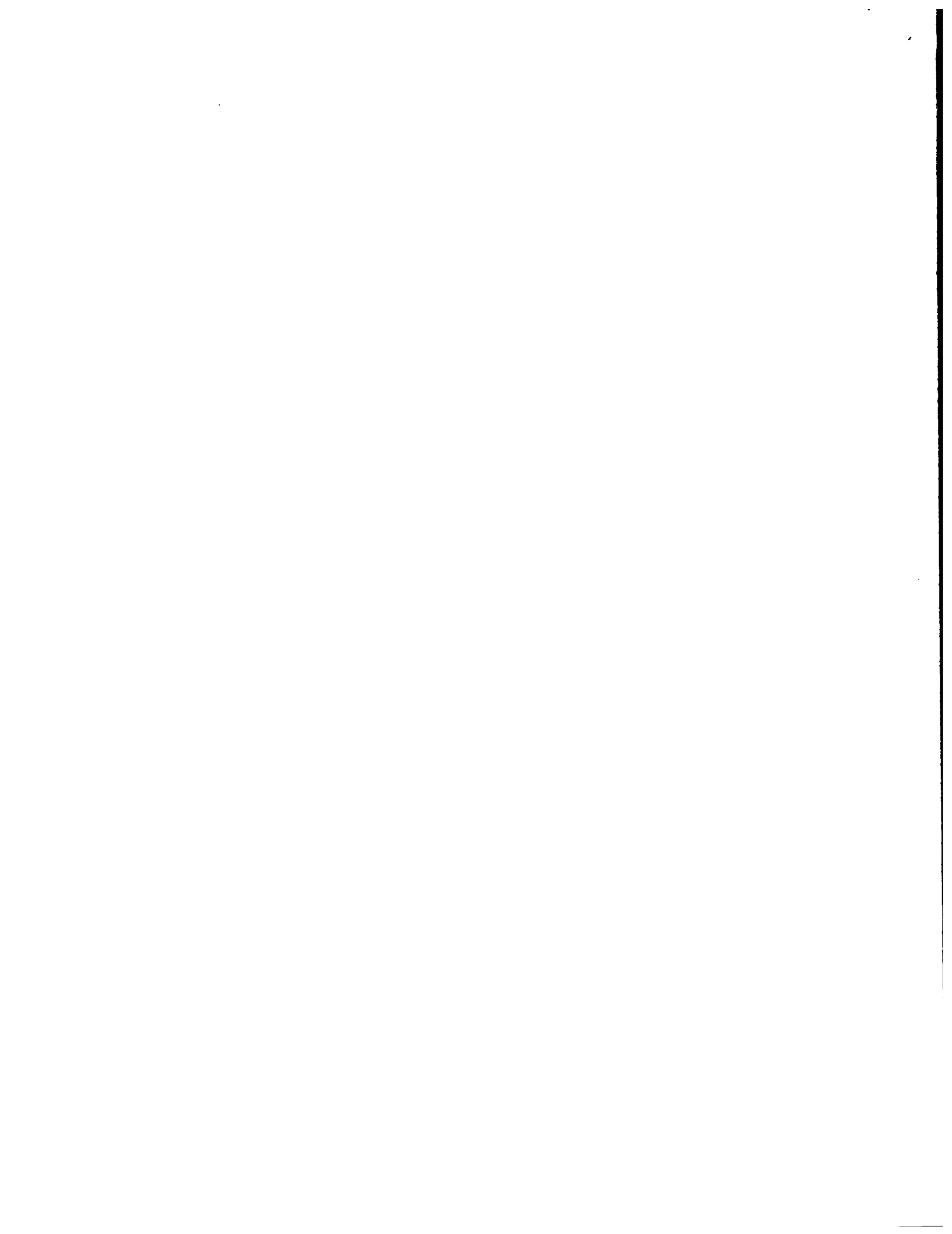


86-0386	2015	BARTELL			MC75SH160
86-0388		STONE	65CM		322004073
86-0390		CROWN MIXER	C9		
88-0001	2016	Husqvarna	FS 524		20164300005
88-0002	2016	Husqvarna	FS 3500G		001355253001
88-0973	2007	Husquvarna	TGT FS4800D FP 30"		001245908001
88-0974		2008 HUSQVARNA ROAD SAW	FS513		1393
92-0949	2020	Gem	QCSD 2.75 CY 124" WA320		0120-14164-1-3
93-0001	2020	Kenco	36" Slab Crab EX200		537213
94-0700	2011	CLUB CAR	PRECEDENT	PQ1137-228653	
94-0701	2011	CLUB CAR	PRECEDENT	PQ1137-228655	
95-0314	2017	BIG TEX	6.5X10/35SA	16VAX1015G3084957	16E84957BT
95-0316	2018	Diamond Cargo	8x14TA - 3500	53NBE1424J1063324	Command Center
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	
95-0343	2000	LUFKIN	48 X 102	1L01B4827Y114652	
95-0344	2003	FONTAINE	48 X 102	13N14820431518174	
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	3 axle sigle wheel electric brake
95-0357	1998	STEPHAN GREEN	20 TON	1S920TT13W1489079	
95-0358	2012	CAR MATE	CM714EC-HD	5A3C714D9CL001119	
95-0359	2000	STEPHAN GREEN	25 TON	SG2200TCMPRS25T	
95-0360	2000	STEPHAN GREEN	6 TON	SG011920TCMPRS020	
95-0361	2003	STEPHAN GREEN	10 TON	1S9A1025031489001	
95-0362	2002	STEPHAN GREEN	25 TON	SG030702TCMPRS025	
95-0363	2004	STEPHAN GREEN	20 TON	1S920A22441489006	
95-0364	2005	STEPHAN GREEN	6 TON	1S9E6222751489021	
95-0366	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25224K1489002	
95-0370	2018	BIG TEX	EH8.5X22/14OA 19'3'	16VFX1928K2040984	
95-0376	2019	STEPHAN GREEN	6 TON 10' FLATBED	189E52222J1489120	6 Ton Trailer
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	For saw





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	
95-0906	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	12 Ton Form Trailer
95-0914	2020	Stephan Green	12 Ton Trailer		1S9E12226L1489006
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		31988
96-0001					
96-0002		Speed Shore	APS-0814		16-1549
98-0002		FUEL TANK	PORTABLE	650 Gallons	
98-0003	2002	SOLAR TECH	VMS/Converted fuel tank	4GM2M151521	400 Gallons
98-0004		FUEL TANK	350 Gallons		



**ACKNOWLEDGMENT OF LIQUIDATED DAMAGES**

Bidder acknowledges and certifies that Bidder understands and agrees to the various provisions for liquidated damages listed in the General Conditions and that submission of the bid constitutes acceptance of the provisions regarding and the amounts of liquidated damages that may be assessed each calendar day in the event of any breach. Specifically, Bidder agrees to complete the project in accordance with the Special Conditions Section entitled "Construction Schedule/Time of Completion." Bidder further expressly agrees that in the event Bidder fails to timely and/or properly complete the project in accordance with the conditions of the project that Bidder shall pay the municipality \$500.00 for each day Bidder is in breach as liquidated damages, beginning on the date of Bidder's breach and continuing each day thereafter, as provided in Section entitled "Time For Completion and Liquidated Damages " of the General Conditions. Bidder further acknowledges and agrees that the actual losses arising from Bidder's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Bidder's experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the municipality.

Submitted to the Borough of Surf City

a Corporation

by Earle Asphalt Company

a Co-partnership

an Individual

Principal Office: 1800 Route 34, Building 2, Suite 205, Wall, NJ 07719

Corporate Officer Signature: \_\_\_\_\_



Print Corporate Officer Name: Brian M. Cooper, PE, Manager of Engineering



**ACKNOWLEDGEMENT OF  
PREVAILING WAGE**

Contractor certifies that all State prevailing wage regulations, as well as the State and Federal Labor Standards Provisions where applicable, will apply.

Signature:

A handwritten signature in black ink, appearing to read 'Brian M. Cooper', with a long horizontal flourish extending to the right.

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

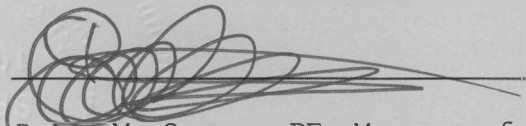


**ACKNOWLEDGEMENT OF  
ALTERNATIVE DISPUTE RESOLUTION CLAUSE (ADR)**

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-50, contractor acknowledges and agrees to the following:

In the event that any construction dispute arises between the parties that the parties cannot themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be submitted to binding arbitration to be conducted by JAMS and shall be governed by the JAMS Comprehensive Arbitration Rules & Procedures and the laws of the State of New Jersey. Each party shall pay for one-half of the JAMS costs, except that the prevailing party in any such binding arbitration shall be awarded its reasonable attorneys' fees and costs relating thereto. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c. 198 (C. 40A:11-1, *et seq.*). Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering, or management, or whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Finally, nothing set forth herein shall prevent any party from seeking injunctive or declaratory relief in a court of competent jurisdiction at any time.

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



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





**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

2022 Municipal Road Reconstruction

OPS Number: Project - Shore Avenue

Proposer: Earle Asphalt Company

Pursuant to Public Law 2012, c. 25, any person of entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule of contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**

Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Municipality under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

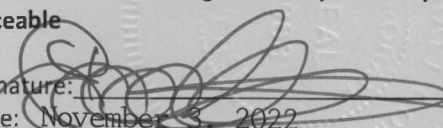
**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.**

Name: <u>N/A</u>	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

**Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true ad complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Surf City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough 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 the certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Surf City and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable**

Full Name (Print): Brian M. Cooper, PE  
Title: Manager of Engineering

Signature:   
Date: November 3, 2022





## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipech)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: July 1, 2022**



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the total aggregate sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.



PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary By: \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address) \_\_\_\_\_





**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of  
(Number)  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL) By: \_\_\_\_\_(s)  
\_\_\_\_\_  
(Address)

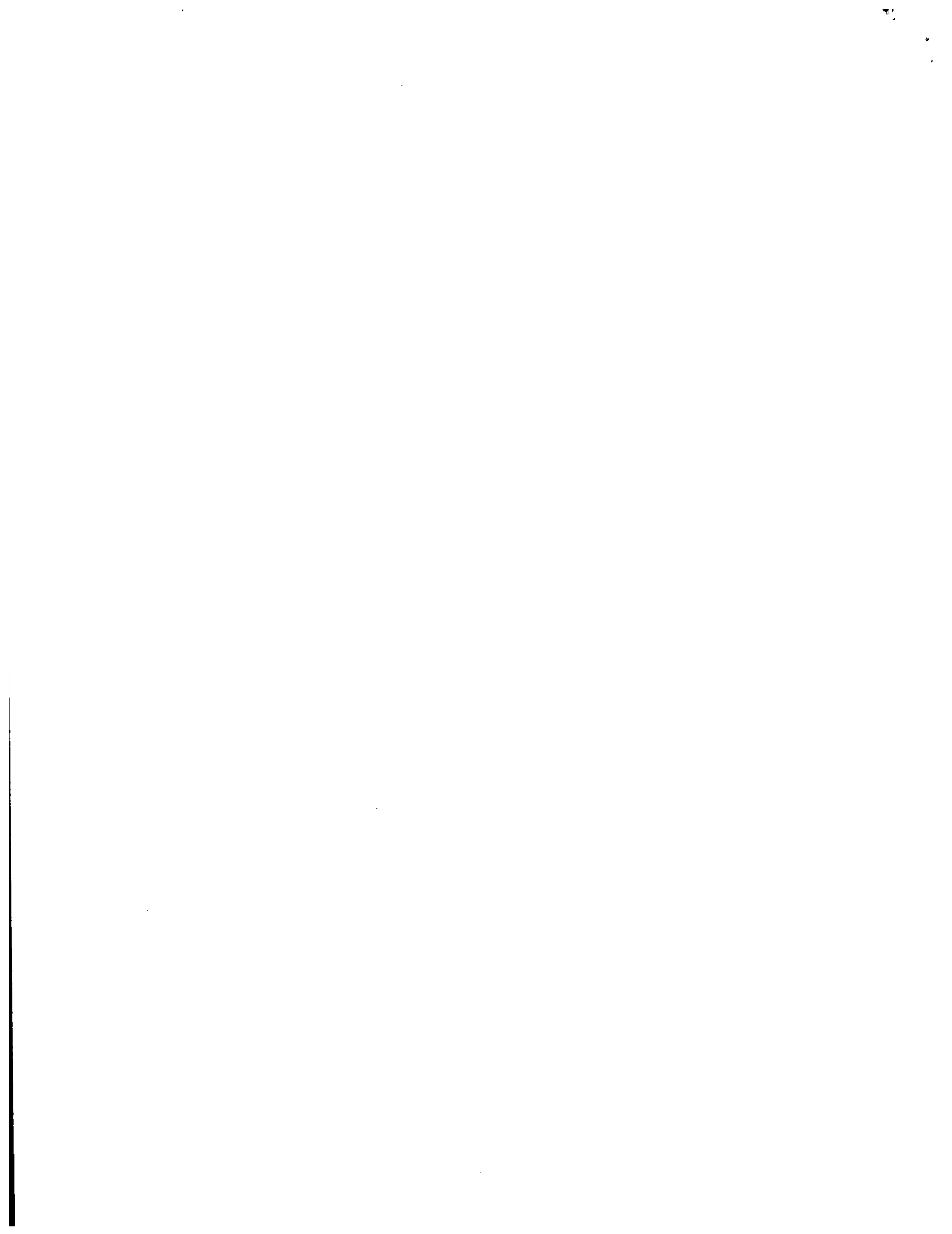
\_\_\_\_\_  
(Witness as to Principal)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)  
\_\_\_\_\_  
(Address)  
By: \_\_\_\_\_  
(Attorney-in-Fact)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Address)

**NOTE:** Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.



**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, hereinafter called "OWNER"

(Name of Owner), (an Individual)

and \_\_\_\_\_ doing business as (an Individual), or (a Partnership,) or (a corporation) hereinafter called CONTRACTOR.

WITNESSTH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_
  
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
  
3. The CONTRACTOR will commence the work as required by the CONTRACT DOCUMENTS and will complete the same in the time periods specified in the SPECIAL CONDITIONS of the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
  
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of  
\$ \_\_\_\_\_ \$ \_\_\_\_\_  
(Figures) (Price in Words)  
or as shown in the BID Schedule.
  
5. The term CONTRACT DOCUMENTS means and includes the following:

- Notice to BIDDERS
- Instruction to BIDDERS
- BID Documents
  - Bid/Bid Schedule
  - Bid Guarantee
  - Certificate From A Surety Company
  - Certificate as to Corporate Principal
  - Statement Of Ownership Disclosure
  - List Of Subcontractors
  - Acknowledgement Of Receipt Of Notices, Revisions, Or Addenda
  - New Jersey Business Registration Form
  - Public Works Contractor Registration Form
  - Non-Collusion Affidavit
  - Affirmative Action Affidavit
  - Experience Questionnaire
  - Experience Certification
  - Acknowledgement of Liquidated Damages
  - Acknowledgement of Prevailing Wages
  - Acknowledgement of Alternative Dispute Resolution Clause
  - Disclosure of Investment Activities in Iran
  - Performance Bond
  - Payment Bond
  - Agreement
  - Affirmative Action Agreement
  - Indemnification Agreement
  - Notice Of Award
  - Notice To Proceed



GENERAL CONDITIONS  
SPECIAL CONDITIONS  
TECHNICAL SPECIFICATIONS  
CHANGE ORDER  
RELEASES

DRAWINGS prepared by Owen, Little & Associates, Inc.  
numbered \_\_\_\_\_ through \_\_\_\_\_, and dated \_\_\_\_\_  
SPECIFICATIONS prepared or issued by \_\_\_\_\_  
Owen, Little & Associates, Inc.  
dated \_\_\_\_\_.

ACKNOWLEDGEMENT is hereby made of the following ADDENDA received since the issuance of the Contract Documents:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_

6. The CONTRACT DOCUMENTS comprise the documents as listed in Article 5 of this Agreement. In the event that any provisions of one Document conflict with the provisions of another Document, the provision in the document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this Instrument)
- B. Addenda to the Contract Documents
- C. Modifications to the Contract Documents
- D. Remaining legal and procedural documents
  - 1. Bid
  - 2. Notice to Bidders
  - 3. Instruction to Bidders
- E. General Conditions
- F. Special Conditions
- G. Technical Specification
- H. Plans/Drawings
- I. Bonds
- J. Releases

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions/Supplemental General Conditions such amounts as required by the CONTRACT DOCUMENTS.

8. Alternative Dispute Resolution NJSA 40A:11-50 - In the event that a construction dispute shall arise between the parties which the parties can not themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be presented to an independent party, to be selected by the Municipality, for mediation before proceeding with any other form of dispute resolution including submission to a Court of Competent Jurisdiction such mediation shall be a prerequisite required before the institution of litigation and for failure to submit to such mediation the defendant in any such action may assert such failure as a defense and cause the litigation to be dismissed. In the event a dispute arises which requires mediation the non-prevailing party in any such mediation shall bear the entire cost and expense of the mediation, save for attorneys fees. In the event that neither party prevails and that a compromise is negotiated by the mediator the cost of the mediation, save for attorneys fees, shall be equally borne by the parties. In all events each party shall bear their own attorney's fees and witness fees.

9. In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-317(a)24 and 4.17(a)24, the Contractor (and all Subcontractors) shall comply with all of the provisions of N.J.A.C. 7:22-9, as adopted in Supplemental





Conditions within.

10. CONTRACTOR may be debarred, suspended, or disqualified from any project financially assisted by the State or the Department if the CONTRACTOR commits any of the acts listed in N.J.A.C. 7:1-5.2.

11. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The undersigned is            an Individual  
   a Partnership under the laws of the State of \_\_\_\_\_  
   a Corporation

\_\_\_\_\_ having principal offices at \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in ( 3 ) copies each of which shall be deemed an original on the date first above written

OWNER:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
   (Please Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
   (Please Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

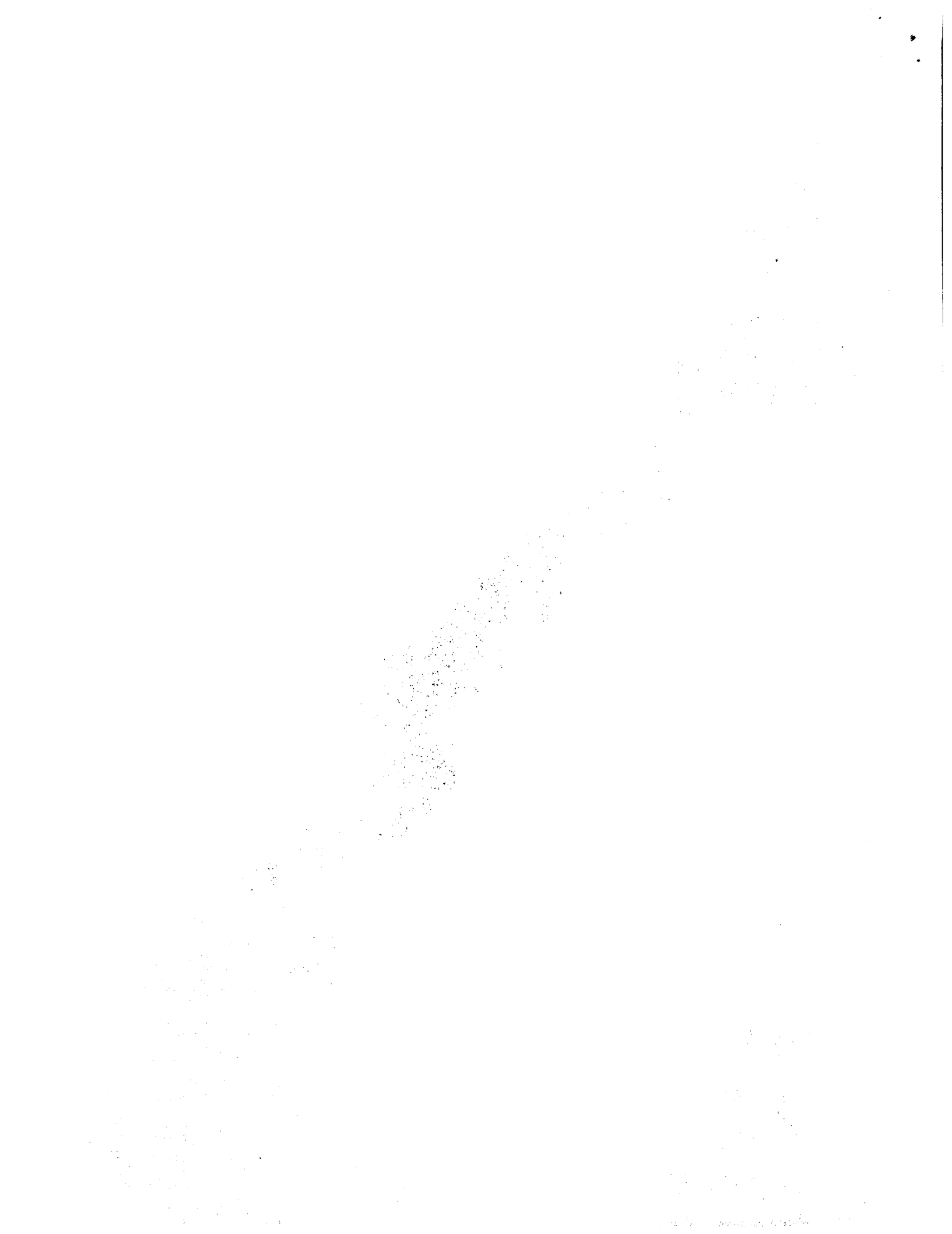
CONTRACTOR:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
   (Please Type)  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

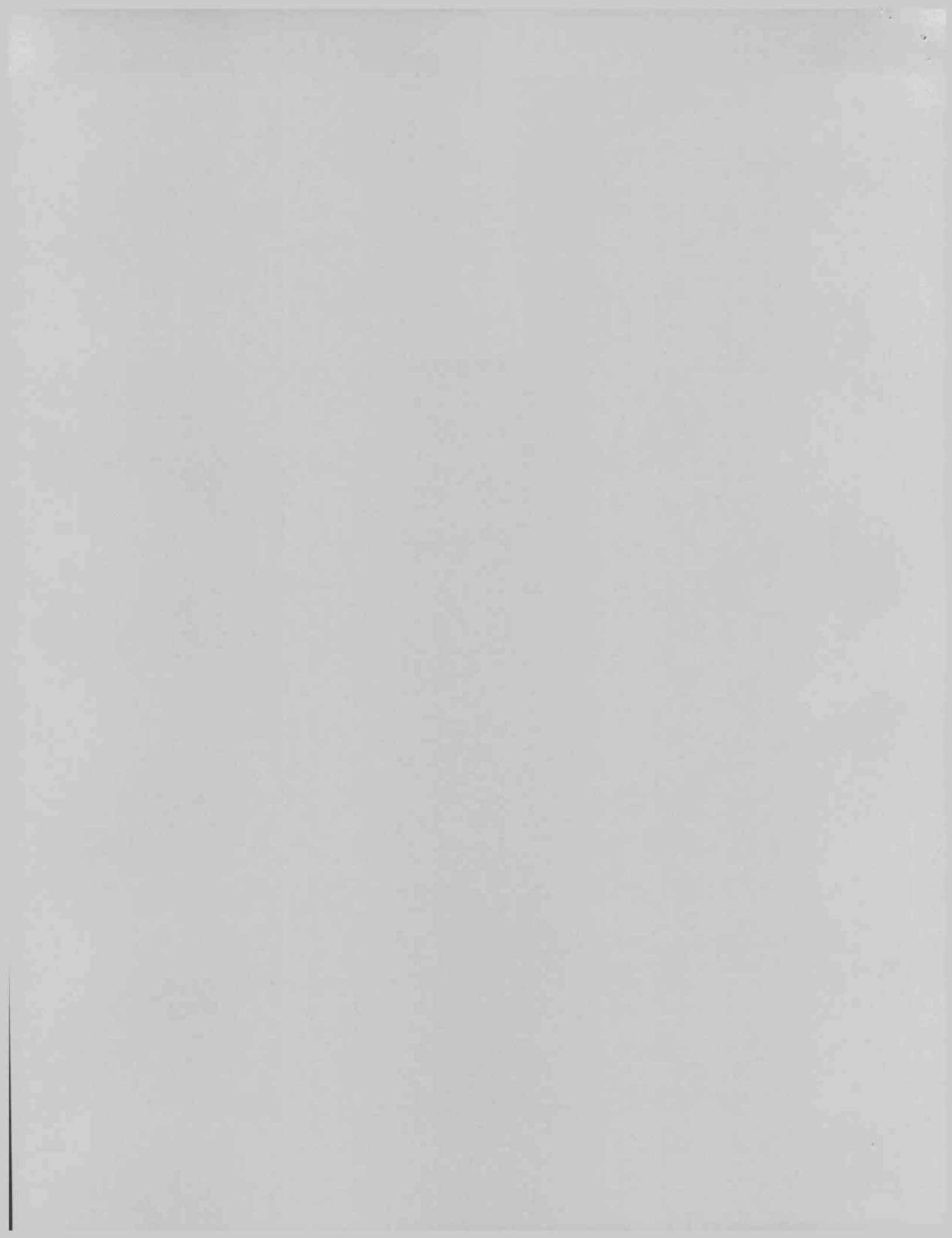
(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
   (Please Type)  
Title \_\_\_\_\_



Date \_\_\_\_\_



**AFFIRMATIVE ACTION AGREEMENT  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

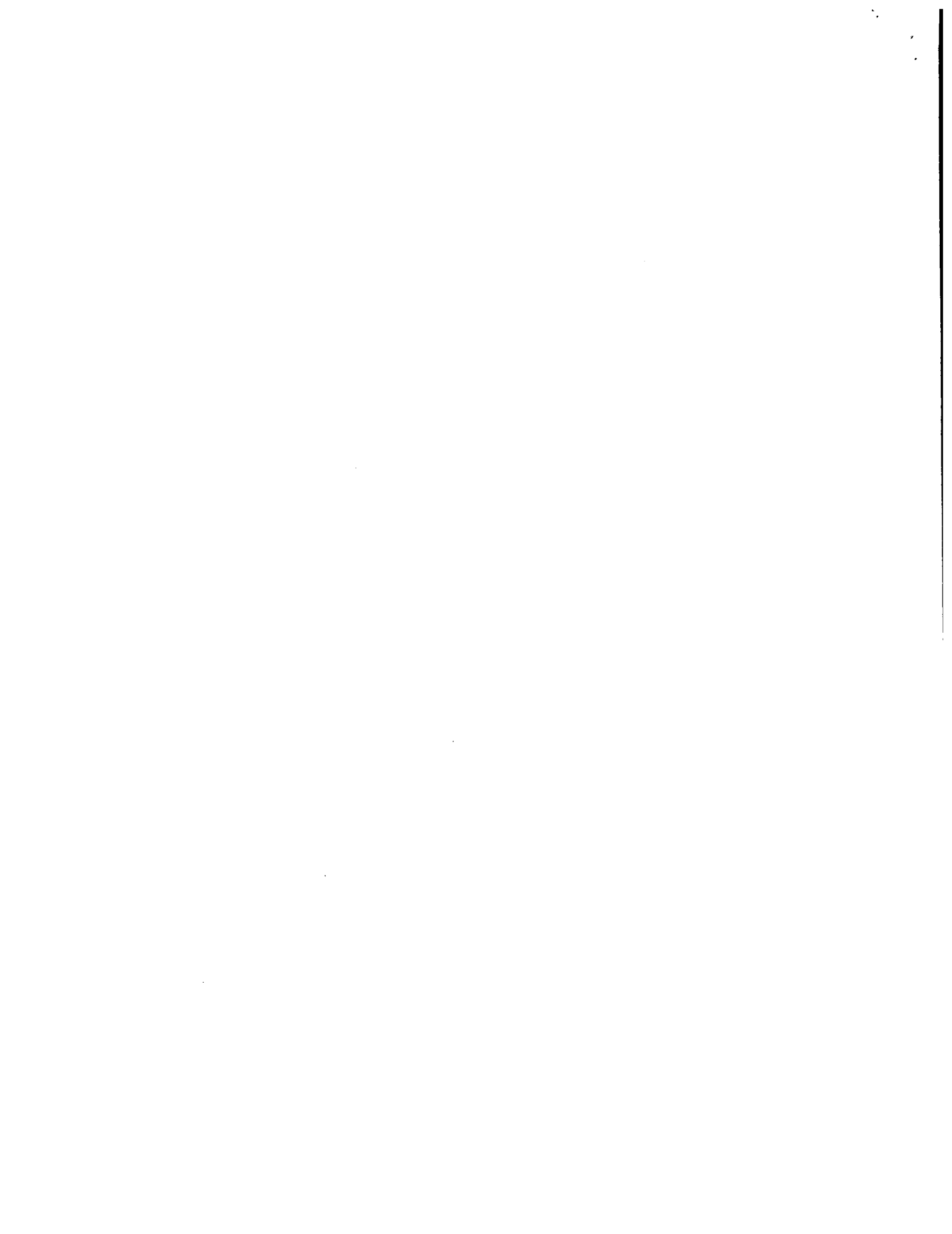
The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees as may be applicable to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

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

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

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





(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

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

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

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

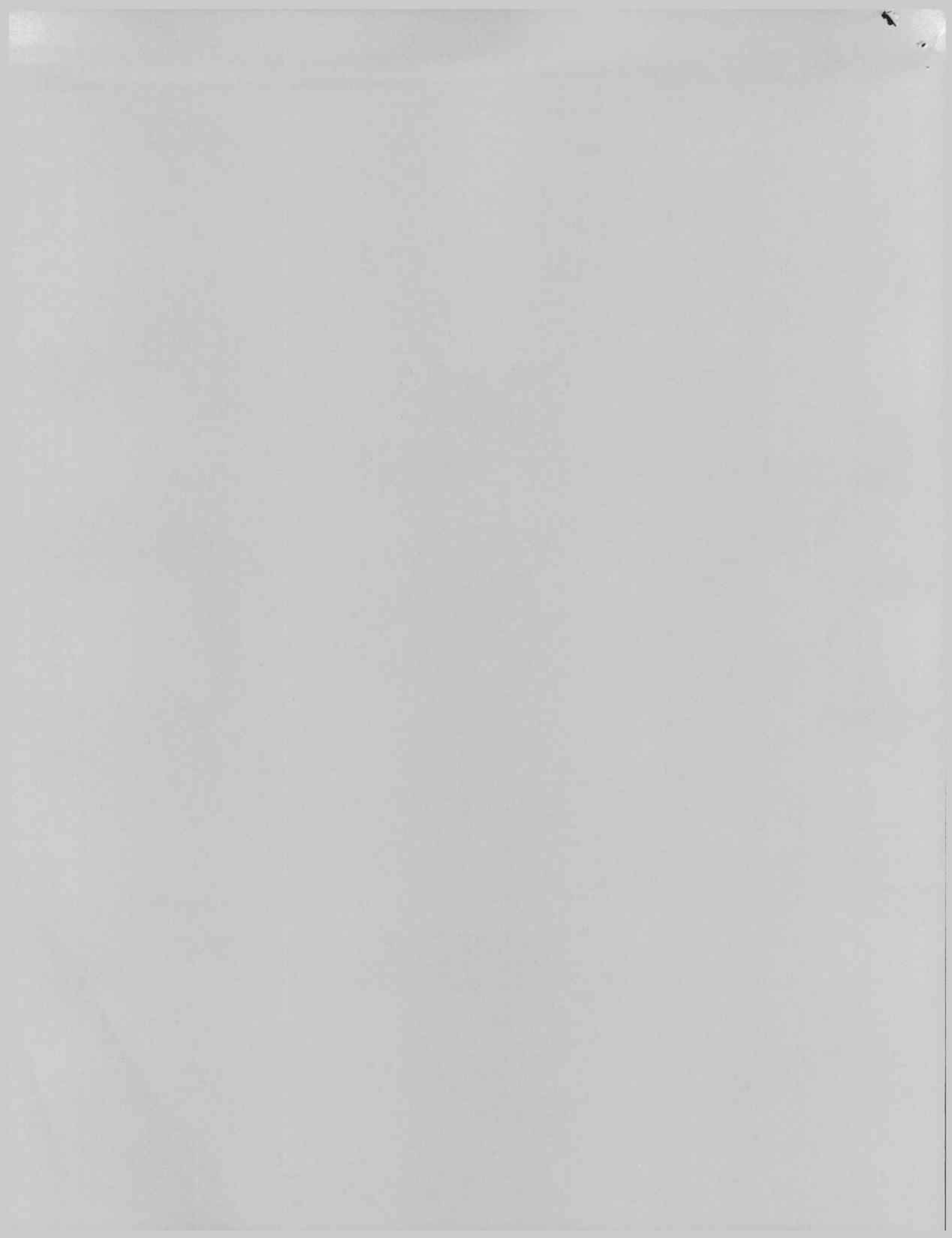
(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the Public Agency Compliance Officer and the Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C.



17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

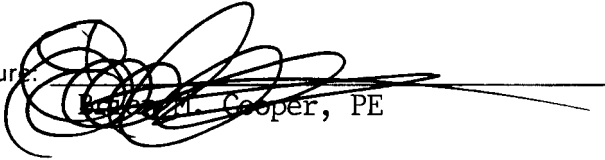
The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

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

Company: Earle Asphalt Company

Date: November 3, 2022

Signature:

A large, stylized handwritten signature in black ink, appearing to read "Earl M. Cooper". The signature is written over a horizontal line and extends significantly to the right.

Earl M. Cooper, PE

Title: Manager of Engineering



**INDEMNIFICATION AGREEMENT**

THIS AGREEMENT ("Agreement"), by and between Borough of Surf City ("Surf City"), whose address is 813 Long Beach Boulevard, Surf City, New Jersey 08008, and Earle Asphalt Company ("Bidder"), whose address is 1800 Route 34, Building 2, Suite 205, Wall, shall be binding and legally effective upon the execution of the Bidder. NJ 07719

WITNESSETH:

1. Bidder expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Surf City, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Surf City, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed by any subcontractors pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any conduct or action taken by Surf City relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Surf City, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Surf City arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Bidder in and/or relating to Surf City, and the acts and/or omissions of the Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of Bidder, and/or customers relating thereto. Bidder shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of Surf City's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement.
2. The applicant has furnished the Certificates of Insurance which name Surf City as an additional insured, where required, with limits of liability described as follows: (i) Workers Compensation/Employers Liability: See Attached; (ii) General Liability: \_\_\_\_\_; (iii) Automobile Liability: \_\_\_\_\_; and (iv) Umbrella Liability: \_\_\_\_\_.
3. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder's obligations set forth in this Agreement.

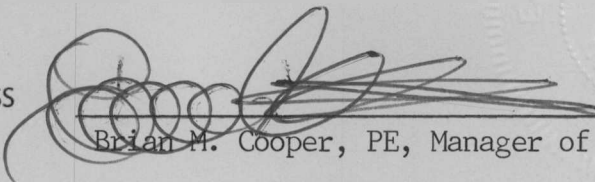
Dated: November 3, 2022

Earle Asphalt Company

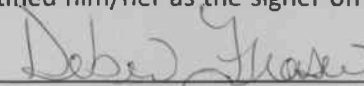
BIDDER

STATE OF New Jersey )  
 )  
COUNTY OF Monmouth )

SS

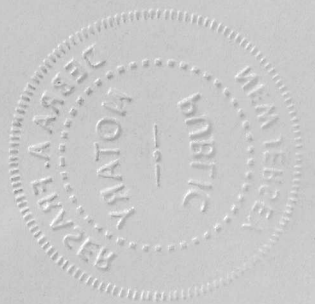
  
\_\_\_\_\_  
Brian M. Cooper, PE, Manager of Engineering

On 11/3, 2022 before me, Debra Fraser, Notary Public in and for said county, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Bidder to the above-referenced document.

  
\_\_\_\_\_  
Notary's Name



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











# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/19/2022

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 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> Liberty Insurance Associates, Inc. 525 State Route 33  Millstone Twp. NJ 08535		<b>CONTACT NAME:</b> Lisa Macaluso <b>PHONE (A/C No. Ext):</b> (732) 792-7000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> lmacaluso@lianet.com	
<b>INSURED</b> Earle Asphalt Co. 1800 Route 34, Suite 205  Wall NJ 07719		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Insurance Cos. <b>INSURER B:</b> Hanover Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 22-23 EAC**                      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution	X		CSE862983913	3/21/2022	3/21/2023	\$5,000,000 Occ                      \$10,000,000 Agg
B	Inland Marine/Mobile Equipment			RHY-H537148	3/21/2022	3/21/2023	Leased/rented/ \$1,000,000                      Owned-Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project - 2022 Municipal Road Reconstruction Project - Shore Avenue. Owen Little and Associates, Inc. and Borough of Surf City are included as additional insured if required in a written contract with our insured subject to the policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Borough of Surf City 813 Long Beach Boulevard Surf City, NJ 08008	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Lisa Macaluso/LMACAL <i>Lisa Macaluso</i>

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2

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2022.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Notice To Bidders to execute the Agreement and furnish the required CONTRACTOR's PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Owner)

By: Frank J. Little, Jr., P.E., P.P., C.M.E.  
Title: Municipal Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: \_\_\_\_\_  
\_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

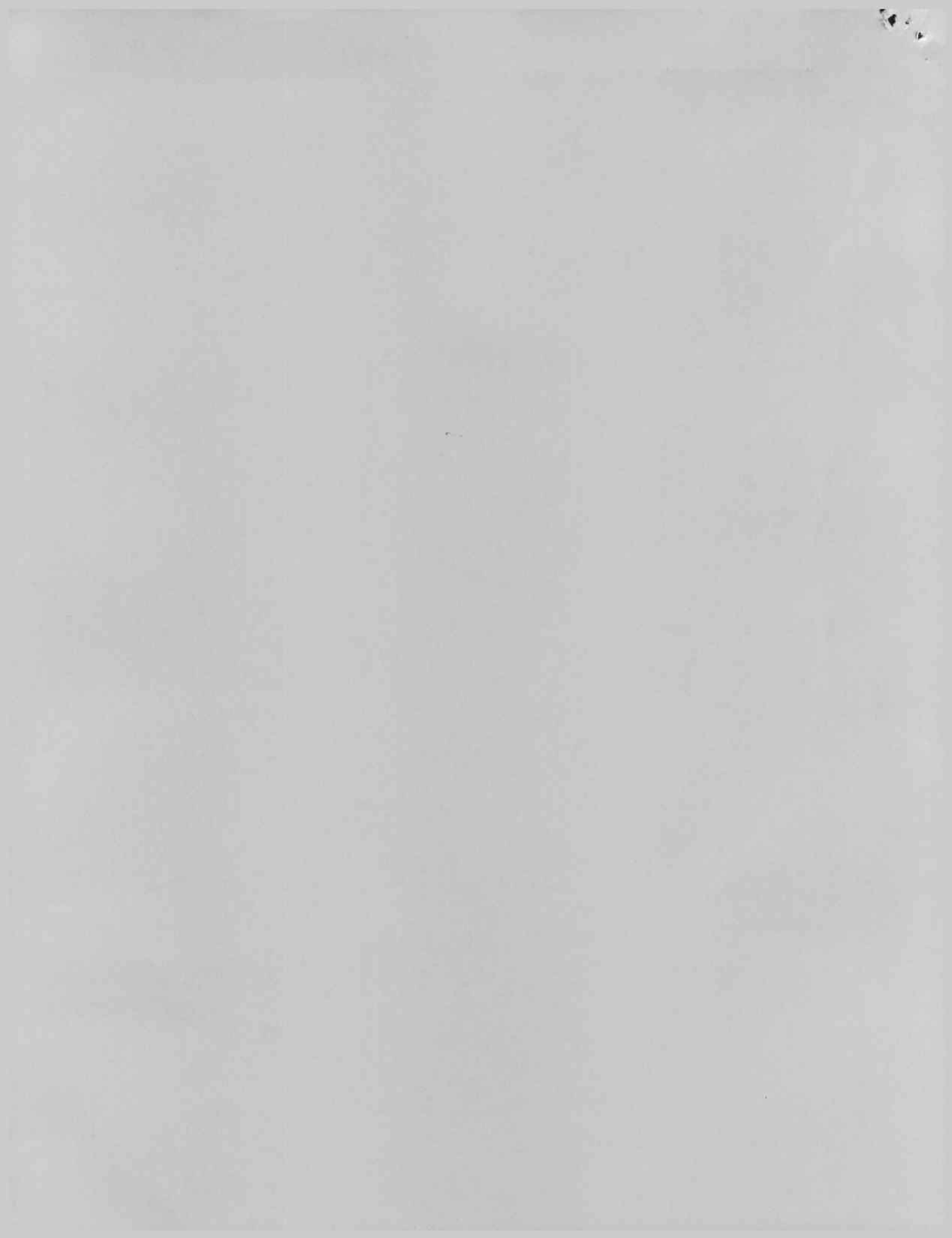
You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Owner)  
By: Frank J. Little, Jr., P.E., P.P., C.M.E.  
Title: Borough Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: \_\_\_\_\_ this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



BID

Proposal of Shore Top Construction Corp. (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Jersey doing business as Shore Top Construction Corp. To the Borough of Surf City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the "2022 Municipal Road Reconstruction Project – Shore Avenue, Borough of Surf City" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the Project in the time periods specified in the Special Conditions entitled, "Construction Schedule/Time for Completion". BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.





The following documents are made a condition of this BID. Failure to submit all mandatory documents in accordance with NJSA40A:11-23.2) shall be cause for the BID to be rejected. Failure to submit all other documents in accordance with NJSA40A:11-23.1b may be cause for the BID to be rejected:

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid (Owner's Checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Bid Bond as required by NJSA 40A:11-21	MS
X	Consent of Surety pursuant to NJSA 40A:11-22	
X	Certification As to Corporate Principal	
X	Statement of Corporate Ownership, pursuant to NJSA 52:25-24.2	
X	Subcontractors Identification Form – required by NJSA 40A:11-16	
X	Acknowledgement of Receipt of Change to Bid Documents, if applicable	
X	Certificate of Public Works Contractor Registration for Primary Contractor	
X	Submission of a Non-Collusion Affidavit ( <b>THIS FORM MUST BE NOTARIZED</b> )	
X	Disclosure of Investment Activities in Iran	
X	Bid Document Submission Checklist	

**B. Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X	Public Works Registration for All Subcontractors (Submit with Bid or prior to Award)	X	Acknowledgement of Prevailing Wages
X	Affirmative Action Affidavit	X	Acknowledgement of Alternative Dispute Resolution Clause (ADR)
X	Certificate of New Jersey Business Registration for Prime Contractor and all Subcontractors (Submit with Bid or prior to Award)	X	Affirmative Action Agreement
X	Experience Questionnaire	N/A	Insurance Certificates (Upon Award)
X	Equipment Certification	N/A	Agreement, Performance and Payment Bond (Upon Award)
X	Acknowledgement of Liquidated Damages	X	All documentary, informational or certification forms and any other items required within the bid specs
X	Indemnification Agreement		

**C. Signature: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder: Shore Top Construction Corp.  
 By Authorized Representative: Michael Smit  
 Signature: [Signature]  
 Print Name and Title: Michael Smit, President  
 Date: 11/3/22  
 Phone Number: 732.835.2600



**BID SCHEDULE**  
**2021 Municipal Road Reconstruction Project –Shore Ave**  
**Borough of Surf City**

The BIDDER shall submit lump sum prices and unit prices for each of the thirty three (33) items on the bid form. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following prices:

Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
1	151006M	Special Conditions 151	Performance Bond	1	DOLL	2,500.00	2,500.00
Write Dollar Amount in Words			Two thousand five hundred dollars no cents				
2	151006M	Special Conditions 151	Payment Bond	1	DOLL	2,500.00	2,500.00
Write Dollar Amount in Words			Two thousand five hundred dollars no cents				
3	154003P	154	Mobilization	1	LS	2,000.00	2,000.00
Write Dollar Amount in Words			Two thousand dollars no cents				
4	157004M	157	Construction Layout	1	DOLL	3,000.00	3,000.00
Write Dollar Amount in Words			Three thousand dollars no cents				
5	158027M	158	Inlet Filter Type 1	119	SF	1.00	119.00
Write Dollar Amount in Words			one dollar no cents				
6	159003M	159	Breakaway Barricade	3	U	1.00	3.00
Write Dollar Amount in Words			one dollar no cents				
7	159006M	159	Drum	10	U	1.00	10.00
Write Dollar Amount in Words			one dollar no cents				



Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
8	159009M	159	Traffic Cone	20	U	1.00	20.00
Write Dollar Amount in Words			one dollar no cents				
9	159012M	159	Construction Signs	167	SF	1.00	167.00
Write Dollar Amount in Words			one dollar no cents				
10	159141M	159	Police Traffic Directors	100	HR	\$100.00	\$10,000.00
Write Dollar Amount in Words			One Hundred Dollars and No Cents				
11	160004M	160	Fuel Price Adjustment	1	DOLL	\$1,500.00	\$1,500.00
Write Dollar Amount in Words			One Thousand Five Hundred Dollars and No Cents				
12	160007M	160	Asphalt Price Adjustment	1	DOLL	\$1,500.00	\$1,500.
Write Dollar Amount in Words			One Thousand Five Hundred Dollars and No Cents				
13	201003P	201	Clearing Site	1	LS	45,000.00	45,000.00
Write Dollar Amount in Words			forty five thousand dollars no cents				
14	202006M	202	Excavation, Test Pit	50	CY	10.00	500.00
Write Dollar Amount in Words			ten dollars no cents				
15	202009P	202	Excavation, Unclassified	135	CY	10.00	1,350.00
Write Dollar Amount in Words			ten dollars no cents				
16	202021P	202	Removal of Pavement	175	SY	5.00	875.00
Write Dollar Amount in Words			five dollars no cents				
17	302036P	302	Dense Graded Aggregate Base Course 6-inch Thick	135	SY	5.00	675.00
Write Dollar Amount in Words			five dollars no cents				



Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
18	302036P	302	HMA Milling 3-inch or Less	7910	SY	4.00	31,640.00
Write Dollar Amount in Words			Four Dollars - NO CENTS				
19	401030M	401	Tack Coat	795	GAL	2.00	1,590.00
Write Dollar Amount in Words			Two Dollars - NO CENTS				
20	401042M	401	Hot Mix Asphalt 9.5 M64 Surface Course 2 1/2 inch thick	1400	T	100.00	140,000.00
Write Dollar Amount in Words			One Hundred Dollars - NO CENTS				
21	4010054M	401	Hot Mix Asphalt 9.5 M64 Intermediate (leveling) Course	172	T	100.00	17,200.00
Write Dollar Amount in Words			One Hundred Dollars - NO CENTS				
22	401084M	401	Hot Mix Asphalt 19 M64 Base Course - 6 inch Thick	55	T	80.00	4,400.00
Write Dollar Amount in Words			Eighty Dollars - NO CENTS				
23	401108M	401	Core Samples, Hot Mix Asphalt	5	U	100.00	500.00
Write Dollar Amount in Words			One Hundred Dollars - NO CENTS				
24	601409P	601	8-inch Perforated High Density Polyethylene Pipe	212	LF	60.00	12,720.00
Write Dollar Amount in Words			Sixty Dollars - NO CENTS				
25	602009M	602	Inlet, Type A	8	U	3800.00	30,400.00
Write Dollar Amount in Words			Three thousand Eight Hundred Dollars NOCENTS				





Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
26	606012P	606	Concrete Sidewalk, 6-inch Thick	6	SY	100.00	600.00
Write Dollar Amount in Words			ONE Hundred Dollars - NO CENTS				
27	607021P	607	9"x18" Concrete Vertical Curb	460	LF	32.00	14,720.00
Write Dollar Amount in Words			THIRTY-two Dollars - NO CENTS				
28	652432M	652	Reset Manhole, Sanitary Sewer, Using Existing Casting	5	U	100.00	500.00
Write Dollar Amount in Words			ONE Hundred Dollars - NO CENTS				
29	8050302	805	Edge Restoration	625	LF	1.00	625.00
Write Dollar Amount in Words			ONE Dollar - NO CENTS				
30	602018M	602	Inlet, Type E	2	U	3,800.00	7,600.00
Write Dollar Amount in Words			Three thousand Eight Hundred Dollars - NO CENTS				
31			Tide Valve, 12-inch	2	U	6,000.00	12,000.00
Write Dollar Amount in Words			Six thousand Dollars - NO CENTS				
32			Tide Valve, 24-inch	2	U	11,000.00	22,000.00
Write Dollar Amount in Words			Eleven thousand Dollars - NO CENTS				
33			Stone #57, Trap Rock, 6-inch thick	105	SY	10.00	1,050.00
Write Dollar Amount in Words			TEN Dollars - NO CENTS				



\$369,264.00

Total Price in Figures  
(Items 1 thru 33 combined)

Three Hundred Sixty-Nine thousand  
Two Hundred Sixty-Four Dollars - no cents

Total Price in Words  
(Items 1 thru 33 combined)

Respectfully submitted,

Alle

(Signature)

President

(Title)

23 Yellowbrook Rd. Freehold NJ 07728

(Address)

11/3/22

(Date)

License No. (If applicable)

Seal - If BID is by a Corporation





**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Shore Top Construction Corp.  
of 23 Yellowbrook Road, Freehold, N.J. 07728  
as Principal, and Selective Insurance Company of America, 40 Wantage Avenue, Branchville, N.J. 07890  
as Surety, is hereby held and firmly bound unto Borough of Surf City  
of 813 Long Beach Boulevard, Surf City, N.J. 08008  
as Owner, in the penal sum of

Ten Percent (10%) of amount bid 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 and sealed this November 3, 2022

The condition of the above obligation is such that whereas the Principal has submitted to Borough of Surf City  
a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the  
2022 Municipal Road Reconstruction Project-Shore Avenue

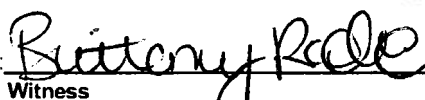
NOW, THEREFORE,

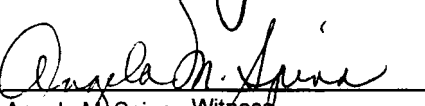
- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, 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.

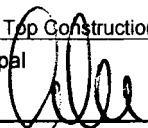
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and Surety does hereby waive notice of any such extension.

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.

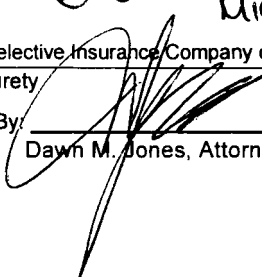
By:   
Witness

By:   
Angela M. Spina, Witness

Shore Top Construction Corp.  
Principal

By:   
Michael Smith

Selective Insurance Company of America  
Surety

By:   
Dawn M. Jones, Attorney-in-Fact



## CONSENT OF SURETY

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

Selective Insurance Company of America

Organized and existing 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 contract for

2022 Municipal Road Reconstruction Project-Shore Avenue

for Borough of Surf City

is awarded to Shore Top Construction Corp.

the undersigned Corporation 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 Contractor.

Signed and Sealed this November 3, 2022

Selective Insurance Company of America



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Dawn M. Jones, Attorney-in-Fact





Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$838,299,467	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$83,830,000	July 1, 2022

(4) The amount of the bond to which this statement and certification is attached is  
\$ Ten Percent (10%) of amount bid, not to exceed \$20,000.00

**CERTIFICATE**

**(To be completed by an authorized certifying agent/officer for each surety on the bond)**

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



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

Timothy A. Marchio

\_\_\_\_\_  
(Printed name of certifying agent/officer)

Vice President, Bond SBU

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

Dated: November 3, 2022  
(month, day, year)



# SELECTIVE INSURANCE<sup>SM</sup>

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

## STATEMENT OF FINANCIAL CONDITION

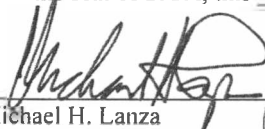
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:

<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.

  
Michael H. Lanza  
SICA Corporate Secretary



STATE OF NEW JERSEY :  
:ss. Branchville  
COUNTY OF SUSSEX :

On this 30th day of March 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

  
Notary Public  
My Commission Expires:



CHRISTINE MARIE LAWSON  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 15 2024



# SELECTIVE INSURANCE®

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

## POWER OF ATTORNEY

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **JEANNE PRIMAVERA, DAWN M. JONES, K.A. GELOK, THOMAS S. CARUSO**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS** for bid bonds, consent of surety and bid guarantees only.

Signed this 10 day of JUNE, 2022,

SELECTIVE INSURANCE COMPANY OF AMERICA

By:   
Brian C. Sarisky  
Its SVP, Chief Underwriting Officer, Commercial Lines

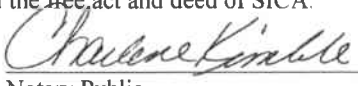


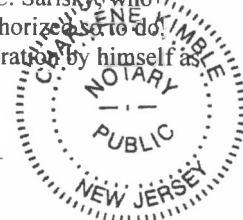
STATE OF NEW JERSEY :  
:ss. Branchville

COUNTY OF SUSSEX

On this 10 day of JUNE, 2022, before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.

**Charlene Kimble**  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 3rd day of November, 2022.

  
Michael H. Lanza, SICA Corporate Secretary



CERTIFIED COPY





PHIL MURPHY  
*Governor*

SHEILA OLIVER  
*Lt. Governor*

**State of New Jersey**  
DEPARTMENT OF BANKING AND INSURANCE  
DIVISION OF INSURANCE  
OFFICE OF SOLVENCY REGULATION  
PO BOX 325  
TRENTON, NJ 08625-0325

MARLENE CARIDE  
*Commissioner*

TEL (609) 292-7272  
FAX (609) 292-6765

## CERTIFICATE OF COMPLIANCE

December 31, 2021

I, **Marlene Caride**, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that:

1. The **SELECTIVE INSURANCE COMPANY OF AMERICA**, Branchville, New Jersey, is a Corporation organized under the laws of the State of New Jersey on December 22, 1925 and commenced business in this State on April 26, 1926. The Company changed its name from Selected Risks Insurance Company to Selective Insurance Company of America effective December 6, 1985;
2. The home office of said Company is located at 40 Wantage Avenue, Branchville, New Jersey 07890, and the name of the agent therein and in charge thereof upon whom process may be served against said Corporation is Michael H. Lanza;
3. Said Company is presently authorized to transact in New Jersey the kinds of insurance specified in paragraphs "a", "b", "e", "f", "g", "j", "k", "l", "m", "n" and "o" of N.J.S.A. 17:17-1, and is also authorized to transact the business of "**Health Insurance**" being the kind of insurance specified in N.J.S.A. 17B:17-4, certified copies of the relevant section of the statutes is attached for your information. The Company's authority granted under paragraph "o" is further delineated in its Certificate of Authority as follows:

**AGAINST** all physical loss to buildings and structures, including consequential loss, and against loss or damage to property of others caused by an insured;

**AGAINST** the perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities, including consequential loss;

**LOSS** or damage to property by epidemic;

**AGAINST** loss or damage to property by power failure or mechanical breakdown;

**INSURANCE** against loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

**ENGINE** breakdown;

*Visit us on the Web at [dobi.nj.gov](http://dobi.nj.gov)*

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**LOSS** or damage to property of the assured caused by falling of tanks, or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor and machinery connected therewith (except fire);

**LIMITED** to the right to participate in associations or pools, such as NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving Nuclear Fuel Exposures;

**ECONOMIC** Security; and

**ALL** other liability not covered under paragraph 'e' including voluntary assumed liability;

4. Said Company is in good standing and having complied with all the requirements of the New Jersey Statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with all the provisions of its charter and the laws of this State as provided in its currently effective Amended Certificate of Authority issued by this Department;
5. The currently effective Amended Certificate of Authority authorizes the **SELECTIVE INSURANCE COMPANY OF AMERICA** to transact in this State, among other things, the business that is commonly known as Fidelity and Surety;
6. As reported in its sworn Annual Statement as at December 31, 2020 the Company had a Common Capital Stock of \$4,400,000; a Gross Paid In and Contributed Surplus of \$160,813,867; an Unassigned Funds (Surplus) of \$574,191,789 or a total Surplus as Regards Policyholders of \$739,405,656.

I further certify that the **SELECTIVE INSURANCE COMPANY OF AMERICA** is not precluded by its charter or the laws of this State from engaging in the classes of business stated above in states other than New Jersey, upon compliance with the laws of such other states.

**IN WITNESS WHEREOF, I** have hereunto set my hand  
and affixed my official Seal, at Trenton,  
the day and year first above written.

  
**Commissioner of Banking and Insurance**

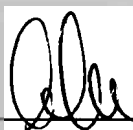


CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Brittany Rodwanovic, certify that I am the Secretary of the corporation named as principal in the within bid; that Michael Smith who signed the bid on behalf of the Principal was then President of said corporation, that I know his/her signature, and his/her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said corporation by authority of the Board of Directors.

Date:

11/3/22

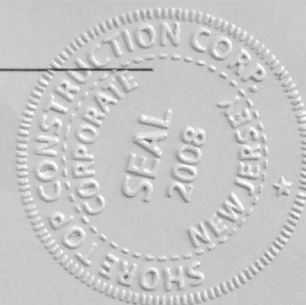


Name Michael Smith

President

Title

Corporate Seal





**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:** Shore Top Construction Corp

**Organization Address:** 23 Yellowbrook Rd. Freehold NJ 07728

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

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

**Part II**

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Michael Smit -100%	23 Yellowbrook Rd. Freehold NJ 07728



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

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

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

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

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

**Part IV Certification**

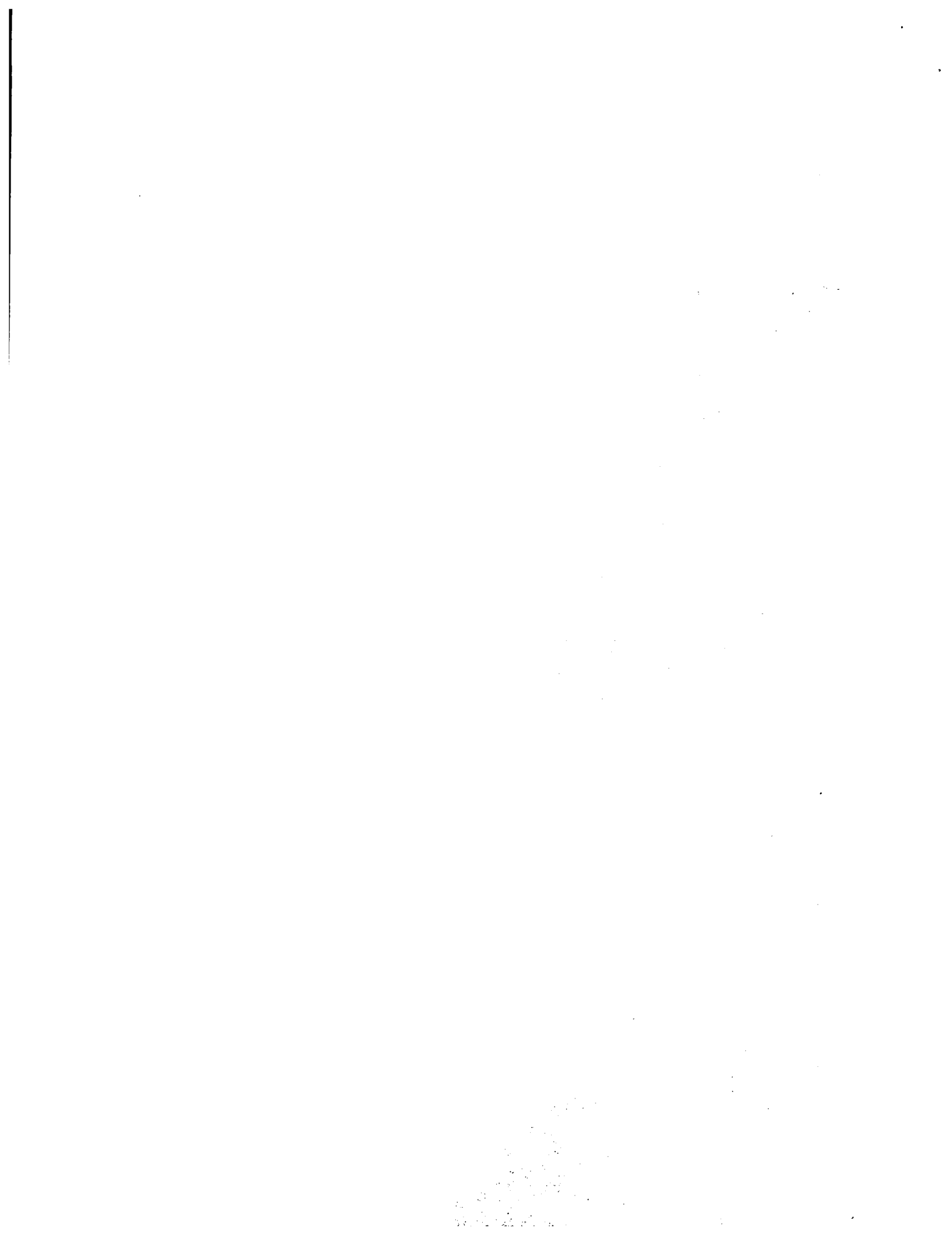
I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the <name of contracting unit> is relying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

Full Name (Print):	Michael Smit	Title:	President
Signature:	<i>[Signature]</i>	Date:	11/3/22









**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES,  
REVISIONS, OR ADDENDA**

**ACKNOWLEDGEMENT** is hereby made of the following NOTICES, REVISIONS OR ADDENDA which have been received since the advertisement of the Contract Documents:

Number/Type	<u>NONE</u>	dated	_____	,20__
	_____	dated	_____	,20__
	_____	dated	_____	,20__
	_____	dated	_____	,20__
	_____	dated	_____	,20__
	_____	dated	_____	,20__
	_____	dated	_____	,20__
	_____	dated	_____	,20__

Submitted to Borough of Surf City

by Shore Top Construction Corp.

a Corporation  
a Co-partnership  
an Individual

Principal Office: 23 Yellowbrook Rd. Freehold NJ 07728

Corporate Officer Signature: *Michael*

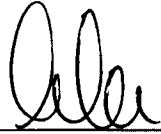
Print Corporate Officer Name: Michael Smit



**NEW JERSEY BUSINESS REGISTRATION**  
**PL 2004, C.57 NJSA 52:32-44 et . seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "New Jersey Business Registration Certificate" with the Bid or prior to award of contract.

Signature:



Print Name:

Michael Smit

\*See detailed procedures in the *Instruction to Bidders, Page IB 2 of 6.*



**THE PUBLIC WORKS CONTRACTOR REGISTRATION**  
**ACT (NJSA 34:11-56:48, et. seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "Contractor Registration Certificate" with the Bid or prior to award of contract.

Signature:

  
\_\_\_\_\_

Print Name:

Michael Smit  
\_\_\_\_\_





NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

SS.

COUNTY OF Monmouth

I, Michael Smit residing in Freeland 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 President of the firm of Shore Top Construction Corp.

the bidder making the Proposal for the bid entitled 2021 Municipal Road Reconstruction Project - Shore Avenue

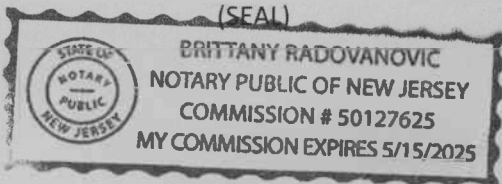
and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Surf City relies upon the truth of the statements contained in said Proposal

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Alee  
(Type or print name of affiant under signature) Michael Smit

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3 DAY OF November, 2022  
Brittany Radde  
NOTARY PUBLIC OF  
MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_





**AFFIRMATIVE ACTION AFFIDAVIT  
NOTICE TO CONTRACTORS  
RE: AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127**

**PROCUREMENT AND SERVICE CONTRACTORS:**

Bidders are required to comply with the requirements of P.L. 1975, c.127.

**A. ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
  - An existing Federally approved or sanctioned Affirmative Action Program.
  - A Certificate of Employee Information Report Approval.
  - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

---

**The following questions must be answered by all prospective contractors:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_

No X \_\_\_\_\_

If "Yes", please submit a photo static copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

Yes X \_\_\_\_\_

No \_\_\_\_\_

If "Yes", please submit a photo static copy of such approval.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirement of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to the law.

Company: Shore Top Construction Corp  
Address: 237 Yellowbrook Rd. Freehold NJ 07728  
Signature: [Signature]  
Title: President  
Phone: 732.835.2000



**EXPERIENCE QUESTIONNAIRE**

The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that in the proposed Contract he has done, to give references and such other detailed information that will enable the Owner and the Engineer to judge his responsibility, experience, skill, and business standing.

The Borough shall have the right to reject any BIDS submitted by a BIDDER whose experience for this type of work, under this project, is deemed by the Borough's Governing Body to be inadequate.

Submitted to Borough of Surf City

By Shore Top Construction corp. a Corporation  
a Co-partnership  
an Individual

Principal Office 23 Yellowbrook Rd. Freehold NJ 07728  
Contact Person: Michael Smit  
Telephone No.: 732.835.2600

The signatory of the proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

How long have you, as Contractor, been engaged in the construction business under present Individual or Company name? 13 yrs.

Have you, as Contractor, ever defaulted or failed to execute and/or complete a contract awarded to you by a public agency? If yes, explain. NO

List below, Contract Work, of a similar nature and magnitude to that to be performed for this project, completed or under construction within the last three (3) years.

Owner or Agency	Contact Person	Telephone Number	Description of Project	Contract Amount
<u>See Attached</u>				

(Attach Additional Sheets as Required)



EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:

If the BIDDER owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the BIDDER not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

PART 1

"This is to certify that I, the BIDDER, signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the Contract Drawings and in the Contract Specifications".

11/3/22  
Date

[Signature]  
Signature of BIDDER

PART 2

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the BIDDER named below the control of said equipment during such time as may be required for that portion of the work described on the Contract Drawings and in the Contract Specifications for which said equipment is necessary".

N/A  
Date

N/A  
Signature of Owner or  
Controller of Equipment

N/A  
Name of BIDDER

N/A  
Business Address and  
Telephone Number of Above

LIST OF EQUIPMENT

See Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Attach Additional Sheets as Required)





**ACKNOWLEDGMENT OF LIQUIDATED DAMAGES**


Bidder acknowledges and certifies that Bidder understands and agrees to the various provisions for liquidated damages listed in the General Conditions and that submission of the bid constitutes acceptance of the provisions regarding and the amounts of liquidated damages that may be assessed each calendar day in the event of any breach. Specifically, Bidder agrees to complete the project in accordance with the Special Conditions Section entitled "Construction Schedule/Time of Completion." Bidder further expressly agrees that in the event Bidder fails to timely and/or properly complete the project in accordance with the conditions of the project that Bidder shall pay the municipality \$500.00 for each day Bidder is in breach as liquidated damages, beginning on the date of Bidder's breach and continuing each day thereafter, as provided in Section entitled "Time For Completion and Liquidated Damages " of the General Conditions. Bidder further acknowledges and agrees that the actual losses arising from Bidder's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Bidder's experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the municipality.

Submitted to the Borough of Surf City

by Shore Top Construction  
Corp.

a Corporation  
a Co-partnership  
an Individual

Principal Office: 23 Yellowbrook Rd Freehold NJ 07728

Corporate Officer Signature: 

Print Corporate Officer Name: Michael Smit



**ACKNOWLEDGEMENT OF  
PREVAILING WAGE**

Contractor certifies that all State prevailing wage regulations, as well as the State and Federal Labor Standards Provisions where applicable, will apply.

Signature: 


Print Name: Michael Smit



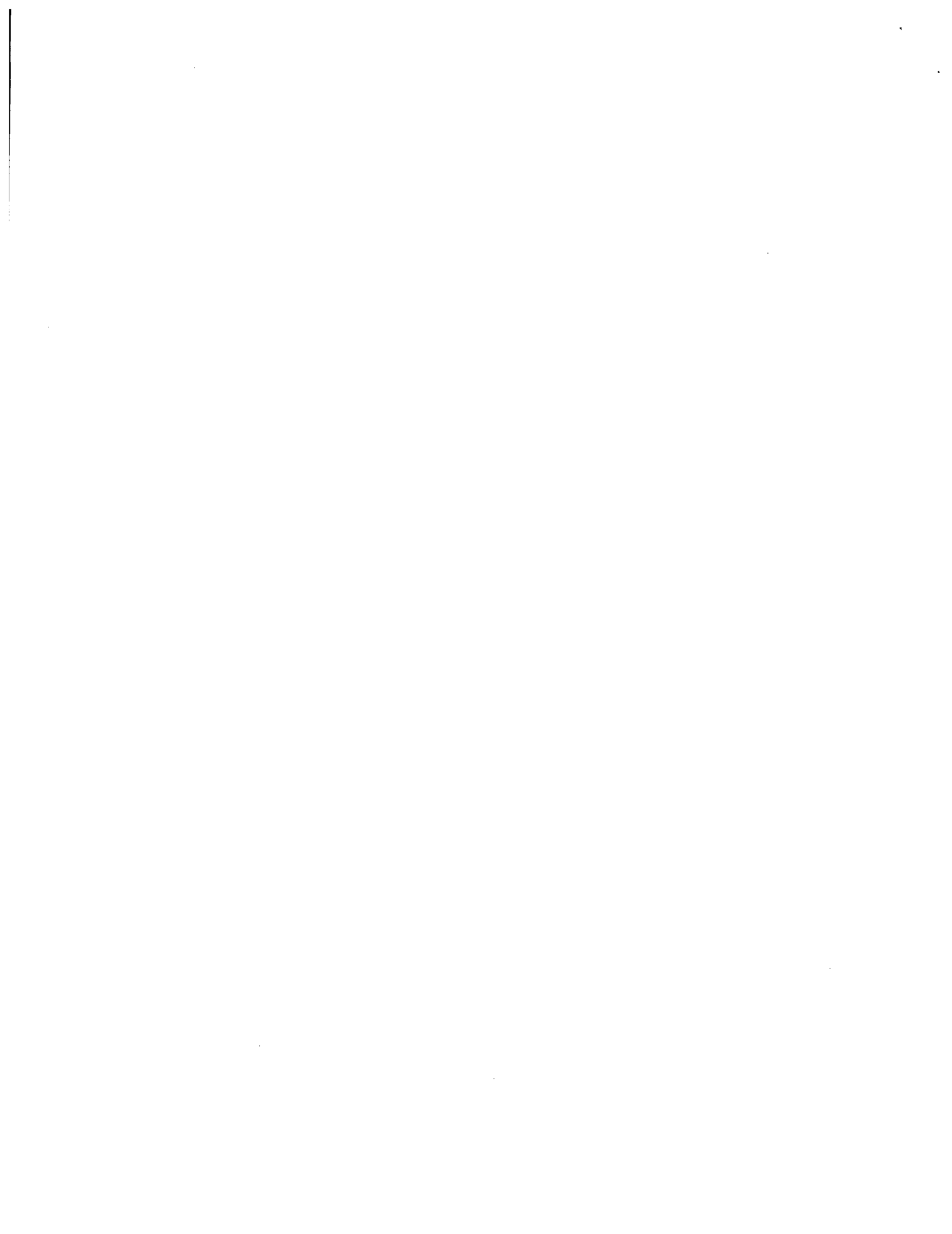
**ACKNOWLEDGEMENT OF  
ALTERNATIVE DISPUTE RESOLUTION CLAUSE (ADR)**

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:1150, contractor acknowledges and agrees to the following:

In the event that any construction dispute arises between the parties that the parties cannot themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be submitted to binding arbitration to be conducted by JAMS and shall be governed by the JAMS Comprehensive Arbitration Rules & Procedures and the laws of the State of New Jersey. Each party shall pay for one-half of the JAMS costs, except that the prevailing party in any such binding arbitration shall be awarded its reasonable attorneys' fees and costs relating thereto. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c. 198 (C. 40A:11-1, *et seq.*). Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering, or management, or whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Finally, nothing set forth herein shall prevent any party from seeking injunctive or declaratory relief in a court of competent jurisdiction at any time.

Signature: 

Print Name: Michael Smith



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

OPS Number: NIA

Proposer: ShoreTOP Construction Corp.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule of contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**

Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Municipality under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

Name: <u>NIA</u>	Relationship to Proposer: <u>NIA</u>
Description of Activities: <u>NIA</u>	
Duration of Engagement: <u>NIA</u>	Anticipated Cessation Date: <u>NIA</u>
Proposer Contact Name: <u>NIA</u>	Contact Phone Number: <u>NIA</u>

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Surf City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough 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 the certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Surf City and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable

Full Name (Print): Michael Smith Signature: [Signature]  
Title: President Date: 11/3/22







## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: July 1, 2022**



**AFFIRMATIVE ACTION AGREEMENT  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.



The contractor or subcontractor agrees as may be applicable to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

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

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

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



(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

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

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

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

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the Public Agency Compliance Officer and the Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C.

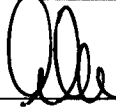




17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

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

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

Company: Shore Top Construction Corp. Date: 11/3/22  
Signature:  Title: President  
Michael Smith



**INDEMNIFICATION AGREEMENT**

THIS AGREEMENT ("Agreement"), by and between Borough of Surf City ("Surf City"), whose address is 813 Long Beach Boulevard, Surf City, New Jersey 08008, and Shore Top Construction Corp. ("Bidder"), whose address is 23 Yellowbrook Rd. Freehold NJ 07728, shall be binding and legally effective upon the execution of the Bidder.

WITNESSETH:

- Bidder expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Surf City, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Surf City, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed by any subcontractors pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any conduct or action taken by Surf City relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Surf City, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Surf City arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Bidder in and/or relating to Surf City, and the acts and/or omissions of the Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of Bidder, and/or customers relating thereto. Bidder shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of Surf City's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement.
- The applicant has furnished the Certificates of Insurance which name Surf City as an additional insured, where required, with limits of liability described as follows: (i) Workers Compensation/Employers Liability: \_\_\_\_\_; (ii) General Liability: \_\_\_\_\_; (iii) Automobile Liability: \_\_\_\_\_; and (iv) Umbrella Liability: \_\_\_\_\_.  
See attached COI
- The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder's obligations set forth in this Agreement.

Dated: 11/3/22

[Signature]  
BIDDER Michael Smit

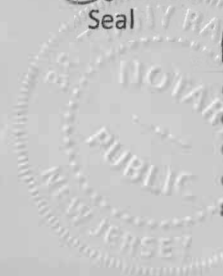
STATE OF New Jersey  
COUNTY OF Monmouth

SS

On 11/3, 2022 before me, Michael Smit, Notary Public in and for said county, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Bidder to the above-referenced document.

[Signature]  
Seal

[Signature]  
Notary's Name



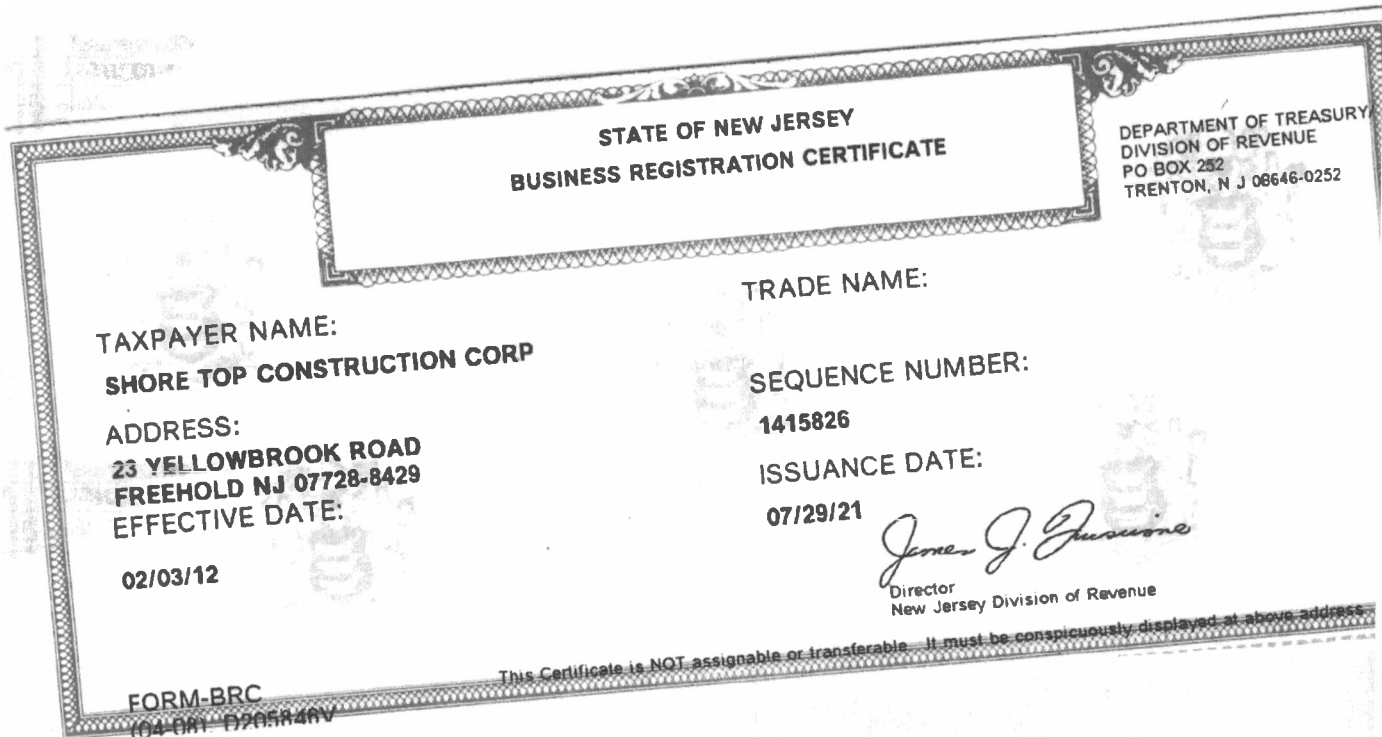




# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SHORE TOP CONSTRUCTION CORP  
**Trade Name:**  
**Address:** 23 YELLOWBROOK ROAD  
 FREEHOLD, NJ 07728-8429  
**Certificate Number:** 1415826  
**Effective Date:** February 03, 2012  
**Date of Issuance:** November 12, 2020

**For Office Use Only:**  
 20201112113006939





Certificate Number  
674086

Registration Date: 06/02/2021  
Expiration Date: 06/01/2023



# 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:

Shore Top Construction Corp.  
**2021**

**Responsible Representative(s):**

Michael Smit, President

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

NON TRANSFERABLE

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





# CERTIFICATE *of* PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

---

**Shore Top Construction Corp.**

---

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),  
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY  
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

**ABCNJ - ERISA TRUST PARTICIPATOR**

Trade(s) covered by participation: **Construction Craft Labor/Heavy Equipment Operation**

NJ DOL Program # **2019-NJ-72802**  
Cert# **13901797**  
Issue Date **2.18.2022**



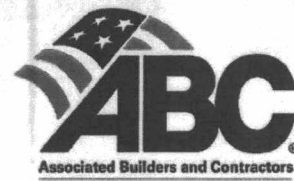
**ABC-NJ  
REGISTERED  
APPRENTICESHIP  
ERISA MEMBER**



---

SIGNED, *Robert M. Brown*, ERISA Trustee Chair

**EXPIRES 2.28.2023**



**ABC**  
Associated Builders and Contractors  
**New Jersey  
Chapter**



STATE OF NEW JERSEY  
Certificate of Authority

DIVISION OF TAXATION  
TRENTON, N. J. 08695

The person, partnership or corporation named below is hereby authorized to collect:

**NEW JERSEY SALES & USE TAX**

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

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



Acting Director, Division of Taxation

**SHORE TOP CONSTRUCTION CORP**  
**390 TOMS RIVER ROAD**  
**JACKSON NJ 08527-3719**

Tax Registration No.: **XXX-XXX-409/000**

Tax Effective Date: **01-01-12**

Document Locator No.: **I0000653469**

Date Issued: **06-27-19**

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



Certification 57866

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

INITIAL

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-AUG-2017** to **15-AUG-2024**

**SHORE TOP CONSTRUCTION CORP.  
390 TOMS RIVER ROAD  
JACKSON NJ 08527**



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
State Treasurer





SHORTOP-02

CLARKH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2022

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> License # 0E67768 Insurance Office of America 1451 Route 34, Suite 101 Farmingdale, NJ 07727	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (732) 751-2900		FAX (A/C, No): (732) 751-2929
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Shore Top Construction Corp 23 Yellowbrook Rd. Freehold, NJ 07728	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Selective Insurance Company of New England</b>		<b>11867</b>
	<b>INSURER B : Selective Casualty Insurance Company</b>		<b>14376</b>
	<b>INSURER C : Westchester Surplus Lines Insurance Company</b>		<b>10172</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			S 2287480	1/25/2022	1/25/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Contractual Liab						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> CG7300; CG7988						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			S 2287480	1/25/2022	1/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		S 2287480	1/25/2022	1/25/2023	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						Aggregate \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9046571	1/25/2022	1/25/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability			G71743834 003	9/23/2021	9/23/2022	Ea Condition 1,000,000
A	Equipment Floater			S 2287480	1/25/2022	1/25/2023	\$5,000 MAX Per Item 25,000

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

### CERTIFICATE HOLDER

### 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

*Heles Clark*

EVIDENCE OF INSURANCE







State of New Jersey



New Jersey Election Law Enforcement Commission

Governor Phil Murphy · Lt. Governor Sheila Oliver

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## Pay-to-Play

### Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Form\_sBE2021.pdf

Confirmation number : 20213036791

Business Entity Name : Shore Top Construction Corp.

Filing Year : 2021

The information was received on : 03/21/2022

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.

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### Pay-to-Play

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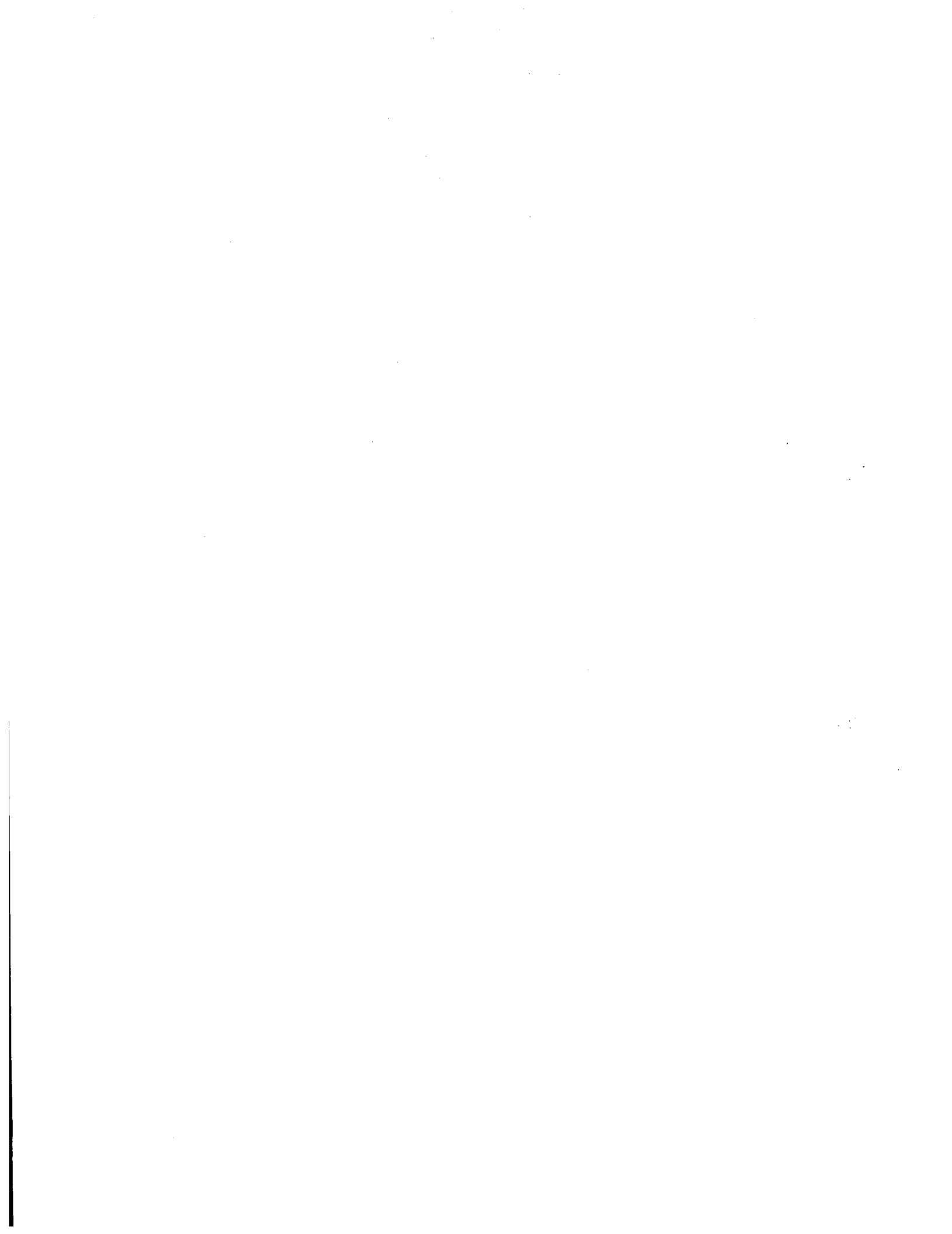
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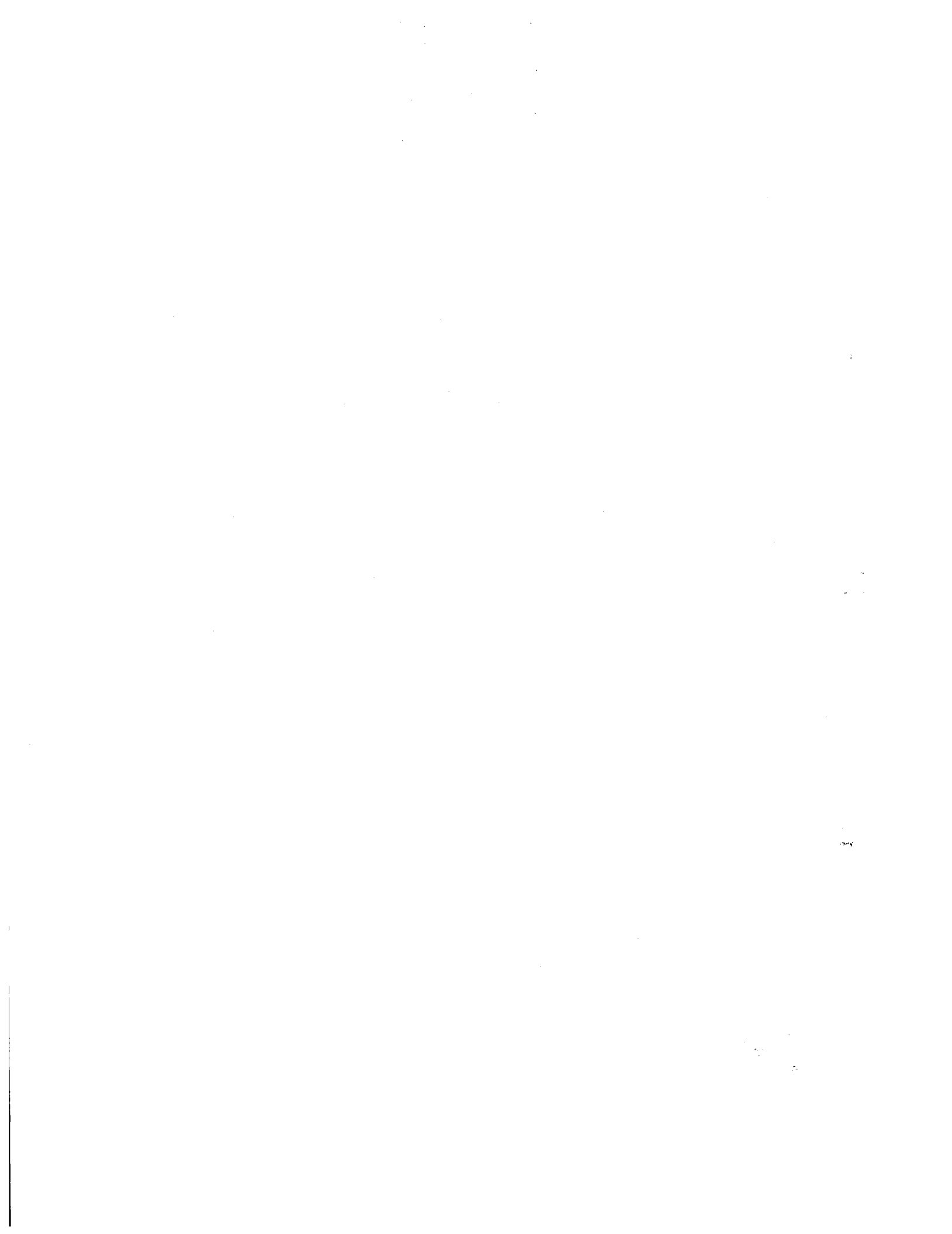
# Summary Vehicles

For: Shore Top Construction Corp  
Sports & Tennis Construction LLC  
23 Yellowbrook Rd.  
Freehold, NJ 07728

By: Insurance Office of America  
1451 Route 34, Suite 101  
Farmingdale, NJ 07727

## VEHICLES

Veh #	Year	Make & Model	Body Type	VIN	Cost New
1	2016	Chevrolet Silverado	Pickup Truck	1GC1KUEG0GF208852	\$39,695
2	2017	Mack 700 GU700	Truck	1M2AX07C2HM035560	\$150,000
5	2014	Stephen Green Trailer	Trailer	1S9E52221E1489227	\$18,000
6	2016	Green Trailer	Trailer	1S9E10222G1489305	\$4,000
7	2009	Ford F550 Super Cab	Truck	1FDAF56R29EA21465	\$38,805
8	2016	CHEVROLET Silverado	Pickup Truck	1GC2KUEG5GZ284974	\$38,090
9	1989	Talbert Trailer	Trailer	40FW05234K1008224	\$20,000
10	2012	Appalacian G4900	Trailer	541FS2028CM000478	\$5,000
11	2013	Haul Mark	Trailer	16HPB1624DP089874	\$5,000
12	2015	RAM 5500	Dump Truck	3C7WRNEL9FG530555	\$43,320
13	2011	Porsche Cayenne 3.6 Ltr	Sport Utility Vehicle	WP1AA2A20BLA01307	\$46,700
14	2019	Mack Granite	Truck	1M2GR4GC5KM005357	\$150,000
15	2019	Rogers Tag Along	Trailer	1RBT37300KAR26625	\$47,600
16	2018	RAM 5500	Dump Truck	3C7WRNEL7JG383158	\$62,000
17	2016	Land Rover Range Rover Sport	Sport Utility Vehicle	SALWS2VFXGA571540	\$44,000
18	2006	Mac Tandem Dump	Truck	1M2AG11C46M053974	\$45,000
19	2016	Mack Tandem Dump	Truck	1M2AG11CX6M050447	\$45,000
21	2016	Kenworth Tractor T880	Truck-Tractor	1XKZD40X9GJ119982	\$100,000
22	2010	International Dump	Truck	1HTMMAAL4AH253476	\$50,000
23	2018	BMW 650 XL	Crossover SUV	WBA6F7C53JG232249	\$100,000
24	2021	Dodge Ram	Pickup Truck	1C6SRFBT8MN700681	\$51,200
25	2020	CAM P8C	Trailer	5JWCF1824LP504516	\$5,000
26	2012	Isuzu NPR	Pickup Truck	54DB4W1B5CS802404	\$28,250
27	2022	GMC Sierra		3GTP9EEL6NG187896	\$67,639



# Summary of Equipment

For: Shore Top Construction Corp  
Sports & Tennis Construction LLC  
23 Yellowbrook Rd.  
Freehold, NJ 07728

By: Insurance Office of America  
1451 Route 34, Suite 101  
Farmingdale, NJ 07727

## SCHEDULED EQUIPMENT

Item #	Owned	Year	Make/Model	Type/Description	Serial Number	Amount of Ins.
1	Yes	2001	DynaPac / CC142	Roller	60212121	\$8,000
3	Yes	2006	Bob Cat / 334	Excavator	234316298	\$18,000
4	Yes	2010	Bob Cat / T190	Compact Track Loader	A3LN37021	\$15,000
5	Yes	2007	John Deere / 5444J	Front Loader	DW544JP614925	\$45,000
6	Yes	2000	John Deere / 650K	Bull Dozer	1T0650KXCAR219042	\$70,000
7	Yes	2000	John Deere / 550H	Bull Dozer	T0550HX980245	\$25,000
8	Yes	2010	Wirtgen / W200	Milling Machine	12200026	\$200,000
9	Yes	2018	Bob Cat / T770T4	Bobcat	AT6316302	\$30,000
10	Yes	2015	Vogele / 5100	Paver	13820183	\$275,000
11	Yes	2018	Bobcat / E50	Excavator	AJ1815867	\$45,000
12	Yes	2017	/ HD14iVV	Ham Tandem Roller	H2310103	\$45,000
13	Yes	2016	Komatsu / DC170LC	Excavator	30119	\$80,000
14	Yes	2017	Vogele / 2000-3i	Paver	11740118	\$365,000
15	Yes	2012	Lee Boy / L5000	Path Master	3025LD	\$25,000
16	Yes	2013	Bomag / BW190	Roller	101920651001	\$50,000
17	Yes		/ B100	Buething		\$3,000
18	Yes	2008	Bobcat / A300	Skid Steer	A5GW35360	\$15,000
19	Yes	2022	John Deere / 324L	Loader	ILU324LXCZB067263	\$130,000





## REFERENCES:

**BRIELLE MAURO**  
PERSONAL BANKER  
OCEANFIRST BANK  
2443 ROUTE 34  
MANASQUAN NJ 08736  
732-240-4500 X5200  
BMAURO@OCEANFIRST.COM

**RICHARD HIGGINS**  
CPA, PRINCIPAL  
MCCARTHY & COMPANY, PC  
417 ATLANTIC CITY BLVD.  
BEACHWOOD, NJ 08722  
732-341-3893 x17  
RICHARD.HIGGINS@MCC-CPAS.COM

**MICHAEL ROSSEEL**  
PROJECT MANAGER  
SITECO MATERIALS  
122 HIGHWAY 34  
HOWELL, NJ 07731  
732-915-2121  
MROSSEEL@SITECOMATERIALS.COM

**JAMES KELLY**  
TERRITORY MANAGER  
JESCO EQUIPMENT  
1790 ROUTE 80  
MOUNT HOLLY NJ 08048  
609-267-2020 X1523  
JAMES.KELLY@JESCO.US

**STEVEN NICKOLAUS, OWNER**  
NICKOLAUS CONSTRUCTION COMPANY INC.  
P.O. BOX 2322  
VINCETOWN, NJ 08088  
609-747-1247

**THOMAS FISH**  
VICE PRESIDENT  
IOA – CONSTRUCTION AND SURETY  
1451 RT 34 SUITE 101  
FARMINGDALE, NJ 07727  
732-520-5302  
TOM.FISH@IOAUSA.COM

**FRANK LITTLE**  
PE, PP, CME  
OWEN, LITTLE AND ASSOCIATES INC.  
443 ATLANTIC CITY BLVD.  
BEACHWOOD, NJ 08722  
732-244-1090  
FLITTLE@OWENLITTLE.COM

**DREW PAVLICK**  
PE, PP, CME, CFM  
CME ASSOCIATES  
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HOWELL NJ 07731  
732-462-7400  
DPAVLICK@CMEUSA1.COM

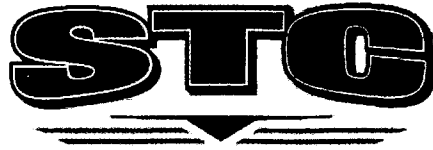
**GINA GIACOMARRO**  
FINANCE SPECIALIST  
KOMATSU AMERICAN CORP.  
2820 HAMILTON BLVD  
SOUTH PLAINFIELD NJ 07080  
908-251-6260  
GINA.GIACOMARRO@GLOBAL.KOMATSU

**LAVERNE PADILLA**  
CREDIT CLERK  
STAVOLA  
175 DRIFT RD  
TINTON FALLS, NJ 07724  
732-542-2328 X210

SHORE TOP CONSTRUCTION CORP.







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## COMPLETED JOB LIST

JOB NAME/LOCATION	DESCRIPTION	CONTACT NAME	CONTACT INFO	CONTRACT AMOUNT/YEAR COMPLETED
CHERRY HILL VARIOUS COURT IMPROVEMENTS <i>CHERRY HILL NJ</i>	RECONSTRUCTION AND PAVING OF SIX TENNIS COURTS AND TEN BASKETBALL COURT	STEVEN NICKOLAUS	609-747-1247	\$150,000.00
IMPROVEMENTS TO GREENLANE AND COMBERLAND PARK <i>EVESHAM NJ</i>	RECONSTRUCTION AND INSTALLATION OF NEW BASKETBALL, TENNIS COURTS AND FENCE	NANCY JAMANOW	856-983-2914	\$224,000.00 2017
BRICK MERIDIAN <i>BRICK TOWNSHIP NJ</i>	DEMO, INSTALL STORM AND SEWERAGE DRAINS, MILLING AND PAVING	SCOTT HEYERS	732-892-4441	\$459,000.00 2016
PEDDIE SCHOOL <i>HIGHTSTOWN NJ</i>	DEMO AND INSTALL EIGHT NEW TENNIS COURTS. INSTALL FENCE	LENNY MCGARVE	410-477-4400	\$385,000.00 2016
FREEHOLD MERIDIAN <i>FREEHOLD NJ</i>	RECHARGE SYSTEM RCP AND ABS PIPE AND BASINS. SITE GRADING, PAVING AND CIRBS	SCOTT HEYERS	732-892-4441	\$380,000.00
LAKE RIVIERA PARK <i>BRICK NJ</i>	GRADING PAVING COLOR COATING ROADWAY AND PARK. INSTALLATION OF BASKETBALL EQUIPMENT	DOUG ROHMEYER	732-462-7400	\$174,000.00
JOINT-BASE-MCGUIRE-DIX-LAKEHURST <i>WRIGHTSTOWN NJ</i>	CURBS, MILLING AND PAVING	JOHN KELLY	732-901-2126	\$163,341.80
PLEASANTVILLE HIGH SCHOOL RUNNING TRACK <i>PLEASANT NJ</i>	INSTALL ADS PIPE AND DRAINAGE WORK, INSTALL BASINS. MILLING AND PAVING	ANTHONY CUNNINGHAM	856-767-3008	\$153,360.00
ENCLAVE AT FREEHOLD <i>FREEHOLD NJ</i>	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-303-1330	\$75,200.00
REGENCY AT TROTTERS POINTE <i>TINTON FALLS NJ</i>	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-578-0057	\$56,000.00



REGENCY AT FLANDERS <i>FLANDERS NJ</i>	SITE WORK AND DRAINAGE, CONSTRUCTION OF TWO TENNIS, TWO PICKLEBALL AND TWO BOCCI BALL COURTS, GRADING, PAVING, FENCING AND COLOR COATING	ROBERT NEIDERER	973-584-8655	<b>\$152,900.00</b>
MEWS AT LAUREL CREEK <i>MOORESTOWN NJ</i>	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	855-897-8655	<b>\$20,700.00</b>
ENCLAVE AT SHREWSBURY <i>SHREWSBURY NJ</i>	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-268-7571	<b>\$57,000.00</b>
ROUTE 34 WALL EXCAVATION <i>WALL NJ</i>	MILLING, PAVING	SCOTT HEYERS	732-892-4441	<b>\$66,520.00</b>
JERSEY SHORE RADIOLOGY <i>POINT PLEASANT NJ</i>	MILLING AND PAVING	MARY KAY BARBIERI	732-892-0080	<b>\$52,915.00</b>
KINGS GRANT IMPROVEMENTS <i>MARLTON, NJ</i>	MILLING AND PAVING	STEVEN NICKOLAUS	609-474-1247	<b>\$19,700.00</b>
SHOPS AT SUNSET POINTE <i>ASBURY PARK NJ</i>	MILLING AND PAVING	MATHEW SIGMAN	732-742-8783	<b>\$84,620.00</b>
REGENCY AT HOLMDEL <i>HOLMDEL NJ</i>	MILLING, PAVING AND COLOR COATING	ROBERT NEIDERER	732-446-8448	<b>\$121,000.00</b>
FREHOLD FIRE DEPARTMENT <i>FREEHOLD NJ</i>	MILLING, PAVING AND STRIPING OF NEW PARKING LOT	FIRE COMMISSIONER (CHIP)	732-904-2215	<b>\$32,350.00 2017</b>
SUNSET PARK REMODEL <i>LAKEWOOD NJ</i>	MILLING, PAVING AND STRIPING OF BASKETBALL COURT. REMOVE AND REINSTALL COURT EQUIPMENT	GEORGE ALLEN	732-955-8000	<b>\$34,000.00 2017</b>
WALLIS PARK IMPROVEMENTS <i>LACEY NJ</i>	MILLING, PAVING, CURBING, AND INSTALLATION OF FENCE	CASEY PARKER	609-693-1100	<b>\$87,000.00 2017</b>
SOUTH DRIVE IMPROVEMENTS <i>BRICK NJ</i>	MILLING, PAVING, CURING AND INSTALLATION OF DRAINAGE AND SEWERAGE	DREW PAVLICK	732.462.7400	<b>\$268,892.00 2017</b>
LOCKWOOD AVE IMPROVEMENTS <i>BRICK MUA</i>	MILLING AND PAVING OF LOCKWOOD AVE. INSTALLATION OF DRAINAGE AND CURB	ALINA FERRARA	732-458-7000	<b>\$34,415.00 2017</b>
MANTOLOKING ROAD <i>JACKSON MUA</i>	MILLING AND PAVING OF ROADWAY		732-928-2222	<b>\$50,000.00 2017</b>
IMPROVEMENTS TO PARKING GARAGE <i>EATONTOWN SEWERAGE AUTH.</i>	MILLING AND PAVING, INSTALLATION OF DRAINAGE, FENCING AND CURBAGE	JOHN J. MCKELVEY	732-671-6400	<b>\$118,930.00 2017</b>



MERCER STREET RENOVATION <i>HIGHTSTOWN NJ</i>	MILLING, PAVING AND STRIPING OF ROADWAY. REMOVAL AND INSTALATION OF FENCING	STAN KISIEL	212-213-1828	<b>\$152,382.00</b> <b>2018</b>
BASKETBALL COURT IMPROVEMENTS <i>DEPTFORD NJ</i>	MILLING, PAVING, CURBING, AND INSTALLATION OF BASKETBALL EQUIPMENT	JONATHON BRYSON	732-589-1400	<b>\$102,579.00</b> <b>2018</b>
IMPROVEMENTS TO STATION AVENUE WALKWAY <i>PINE BEACH NJ</i>	MILLING, PAVING AND CURBING OF WALKWAY	MARK ROHMEYER	732-434-3400	<b>\$55,480.00</b> <b>2018</b>
SIGMUND S. RIMM RECREATION COMPLEX TENNIS COURTS 5 & 6 RECONSTRUCTION <i>MARGATE NJ</i>	MILLING, PAVING AND COLOR COATING OF COURTS. INSTALLATION OF TENNIS AND BASKETBALL EQUIPMENT	JOE JOHNSTON	609-645-7110	<b>\$181,803.00</b> <b>2018</b>
VERONA PARK TENNIS COURTS IMPROVEMENTS <i>ESSEX COUNTY NJ</i>	MILLING, PAVING AND COLOR COATING OF TENNIS COURTS. INSTALLATION OF TENNIS EQUIPMENT AND PARK AMENITIES	SANJEEV VARGHESE	973-226-8500	<b>\$174,600.00</b> <b>2018</b>
2017 NJDOT ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS <i>BAY HEAD NJ</i>	MILLING, PAVING AND STRIPING OF ROADWAYS. NEW CURB AND SIDEWALKS AS WELL AS REPLACEMENT OF OLD CURBS AND GUTTERS.	STEVEN WILLIAMS	732-286-9220	<b>\$220,449.00</b> <b>2018</b>
2017 STREETScape IMPROVEMENTS <i>LONG BEACH NJ</i>	REMOVAL OF TREES AND SIDEWALKS. INSTALLATION OF NEW PAVER SIDEWALKS INCLUDING SAND BEDDING AND GRAVEL BASE COURSE. INSTALLATION OF NEW TREES	FRANK LITTLE	732-908-2695	<b>\$193,450.00</b> <b>2018</b>
MICHAEL J. TIGHE PARK IMPROVEMENTS <i>FREEHOLD NJ</i>	MILLING AND PAVING. REPLACEMENT OF CONCRETE WALKWAYS	MATTHREW BRYANT	732-294-2000	<b>\$178,532.50</b> <b>2018</b>
LEIPE HOCKEY TRACT IMPROVEMENTS <i>MAYS LANDING NJ</i>	RECONSTRUCTION OF HOCKEY COURT INCLUDING MILLING, PAVING AND COLOR COATING. REMOVAL AND REINSTALLATION OF FENCING AND COURT AMENITIES.	ROBERT SMITH	609-645-7100	<b>\$291,915.00</b> <b>2018</b>
OVERALL RECREATION COURT IMPROVEMENTS <i>MARLBORO NJ</i>	MILLING AND PAVING ON VARIOUS LOCATIONS. REMOVAL AND INSTALLATION OF FENCING. LINE STRIPING AND COLOR COATING OF COURTS	BENJAMIN MOLINAS CME ASSOC.	732-462-7400	<b>\$247,907.50</b> <b>2018</b>
GORDON COURT & GREELEY PARK IMPROVEMENTS <i>MIDDLETOWN NJ</i>	MILLING AND PAVING OF BASKETBALL COURTS. REMOVAL AND INSTALLATION OF EQUIPMENT. STRIPING AND COLOR COATING	DREW PAVLICK CME ASSOC.	732-462-7400	<b>\$122,407.50</b> <b>2018</b>
IMPROVEMENTS TO HILLSIDE AND PORTLAND AVE <i>HIGHLANDS NJ</i>	MILLING AND PAVING OF ROADWAYS. INSTALLATION OF DRAINAGE, CURBING AND SIDEWALKS. LINE STRIPING AND INSTALL SIGNAGE	DREW PAVLICK CME ASSOC.	732-462-7400	<b>\$426,000.00</b> <b>2018</b>

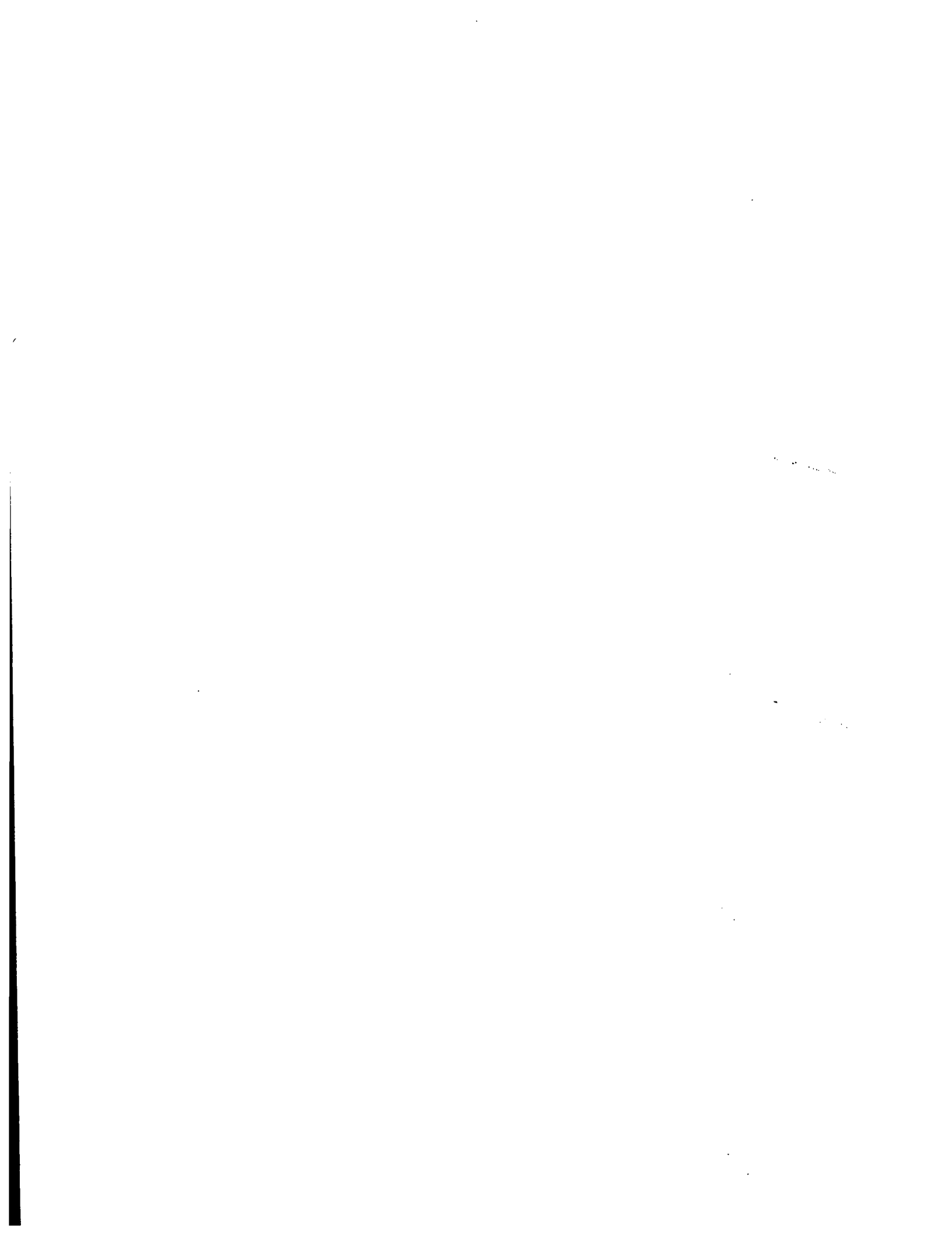


SITE DRAINAGE IMPROVEMENTS AT THE MOESC SCHOOL FACILITY <i>TINTON FALLS NJ</i>	MILLING AND PAVING OF ENTIRE PARKING LOT INCLUDING INSTALLATION OF ALL SITE DRAINAGE AND CONCRETE CURBS AND WALKWAYS	ROBERT IAMELLO	732-245-5404	<b>\$203,900.00</b> <b>2018</b>
MAPLE DAWSON PARK IMPROVEMENTS <i>MOORESTOWN NJ</i>	MILLING AND PAVING TENNIS AND BASKETBALL COURTS, INSTALLATION OF ALL AMENITIES, GRADING AND DRAINAGE IMPROVEMENTS, INSTALLATION OF FENCING	TIMOTHY KALUAHIOKALANI ERI INC.	856-235-7170 X4469	<b>\$275,902.00</b> <b>2018</b>
RESURFACING OF FUTSAL AND BASKETBALL COURTS AT DEVONSHIRE <i>MT. LAUREL NJ</i>	MILLING AND PAVING APPLICATION OF TACK COAT WITH GEOTEXTILE MAT. COLOR COATING WITH LING STRIPING AND INSTALLATION OF ALL NEW AMENITIES FOR BOTH COURTS.	CRAIG REILLY BACH DESIGN GRP.	856-546-8611	<b>\$160,990.00</b> <b>2018</b>
WRECK POND BERM IMPROVEMENTS <i>SPRING LAKE NJ</i>	CONSTRUCTION OF GRASS BERM, GRADING, DRAINAGE, PAVEMENT REPAIR AND STORM DRAINAGE	MATT MARIANO LEON S. AVAKIAN	732-922-9229	<b>\$205,695.00</b> <b>2018</b>
STATION DRIVE IMPROVEMENTS WWPA <i>PRINCETON JUNCTION NJ</i>	MILLING AND PAVING SECTIONS OF TRAIN STATION PARKING LOT. INSTALLATION OF CURBS, RAILING, ALAN BLOCK, BLOCK WALL AND ALL LINE STRIPING	JOHN TAYLOR ACT	609-918-0200	<b>\$141,445.00</b> <b>2018</b>
2018 PAVEMENT SPOT REPAIRS <i>JACKSON NJ00</i>	MILLING AND PAVING AT VARIOUS LOCATIONS. HMA BASE INSTALLATION, PAVEMENT MARKING AND TEMPORARY POLICE TRAFFIC CONTROL	DANIEL BURKE JACKSON TWP ENGINEER	732-928-1200 EXT:1229	<b>\$206,972.00</b> <b>2018</b>
ARLINGTON AVENUE & WYNATT STREET SIDEWALK / ROAD IMPROVEMENTS <i>LAKEWOOD NJ</i>	MILLING AND PAVING OF BOTH ROADWAYS. INSTLLATION OF CURB AND SIDEWALKS.	GEORGE ALLEN REMINGTON & VERNICK	732-955-8000	<b>\$184,947.60</b> <b>2018</b>
FY 2018 MUNICIPAL AID ROAD PROGRAM – IMPROVEMENTS TO ST. LOUIS AVE <i>POINT PLEASANT BEACH NJ</i>	DRAINAGE IMPROVEMENTS, INSTALLATION OF COMBINED CURB AND GUTTER, RECONSTRUCTION OF CURB RAMPS.FULL RECONSTRUCTION OF PAVEMENT AND GENERAL SURFACE RESTORATION	CHARLES CUNLIFFE T&M ASSOCIATES	732-473-3400	<b>\$438,940.00</b> <b>2019</b>
IMPROVEMENTS TO CURTIS AVENUE <i>POINT PLEASANT BEACH NJ</i>	INSTALLATION OF NEW DRAINAGE BEWTEEN PROPERTIES AS WELL AS IN ROADWAYS. MILLING AND PAVING. INSTALLATION OF CURBING.	CHARLES CUNLIFFE T&M ASSOCIATES	732-473-3400	<b>\$109,670.00</b> <b>2019</b>
IMPROVEMENTS TO WINDSOR AVENUE <i>NEPTUNE CITY NJ</i>	MILLING AND PAVING OF ENTIRE ROAD INCLUDING CONCRETE CURB AND SIDEWALKS AND INSTALLATION OF DRAINAGE STRUCTURES AND STORM DRAIN PIPING.	MATT SHAFI LEON S. AVAKIAN	732-922-9229	<b>\$261,432.00</b> <b>2019</b>
IMPROVEMENTS TO CARRIAGE WAY <i>SEA GIRT NJ</i>	INSTALLATION OF ROADWAY INCLUDING ALL DRAINAGE, ASPHALT AND CURBING.	DAVE HOWARTH LEON S. AVAKIAN	732-922-9229	<b>\$265,075.00</b> <b>2019</b>





IMPROVEMENTS TO RIVERSIDE DRIVE <i>PINE BEACH NJ</i>	MILLING AND PAVING OF ENTIRE ROAD INCLUDING CONCRETE CURB AND SIDEWALKS AND INSTALLATION OF DRAINAGE STRUCTURES AND STORM DRAIN PIPING	CHARLES CUNLIFFE T&M ASSOCIATES	732-473-3400	\$184,026.00 2019
DRAINAGE IMPROVEMENTS AT BAYWOOD <i>BRICK NJ</i>	MILLING AND PAVING. INSTALLATION OF DRAINAGE AND CURBING.	DREW PAVLICK CME ASSOCIATES	732-462-7400	\$351,612.50 2019
BRANCH BROOK PARK IMPROVEMENTS <i>ESSEX COUNTY NJ</i>	DEMOLITION AND INSTALLATION OF 18 TENNIS COURTS AND 4 PICKLEBALL COURTS. INCLUDING ALL MILLING, PAVING, COLOR COATING AND SITE FURNISHING	WILLIE DERRICOTTE	973-226-8500	607,000.00 2019
IMPROVEMENTS TO VARIOUS PARKS <i>ESSEX COUNTY NJ</i>	REMOVAL OF ALL EXISTING BASKETBALL EQUIPMENT. MILLING AND PAVING OF VARIOUS COURTS. INSTALLATION OF ALL SITE FURNISHINGS	WILLIE DERRICOTTE	973-226-8500	369,000.00 2019
DRAINAGE IMPROVEMENTS AT BAYWOOD <i>BRICK NJ</i>	MILLING AND PAVING. INSTALLATION OF DRAINAGE AND CURBING.	DREW PAVLICK CME ASSOCIATES	732-462-7400	\$351,612.50 2019
GRAVELLY BROOK PARK IMPROVEMENTS <i>MATAWAN NJ</i>	MILLING AND PAVING OF BASKETBALL COURT. INSTALLATION OF FENCING, FIELD NETTING AND ALL COURT AMENITIES	LOU TEDESCO T&M ASSOCIATES	732-671-6400	\$193,660.00 2019
EMMA HAVENS YOUNG ELEMENTARY SCHOOL <i>BRICK NJ</i>	MILLING AND PAVING OF PARKING LOT. TREE REMOVAL / REPLACEMENT. DRAINAGE, SIGN AND FLAGPOLE INSTALLATION	KIRK DANIELS SUBURBAN CONSULTING	732-282-1776	\$868,631.00 2019
VETERANS PARK PARKING LOT IMPROVEMENTS <i>TOMS RIVER NJ</i>	MILLING AND PAVING OF ENTIRE PARKING LOT. INSTALLATION OF CURB SPEED BUMPS AND DRAINAGE. INSTALLATION OF FIELD NETTING.	ROBERT CHANKALIAN TOMS RIVER ENG.	732-341-1000	\$643,934.00 2019
SFY 2017 ROAD RECON. OF W. 10 <sup>TH</sup> STREET <i>BARNEGAT LIGHT NJ</i>	MILLING AND PAVING. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	FRANK LITTLE OWEN, LITTLE & ASSOCIATES	732-908-2695	\$277,935.00 2019
IMPROVEMENTS TO SHADY LANE <i>LAKEWOOD NJ</i>	MILLING AND PAVING OF ROADWAY. INSTALLATION OF CURB AND SIDEWALKS.	GEORGE ALLEN REMINGTON & VERNICK	732-955-8000	\$369,447.36 2019
IMPROVEMENTS CIRCLE PLACE <i>LAKEWOOD NJ</i>	MILLING AND PAVING OF ROADWAY. INSTALLATION OF CURB AND SIDEWALKS.	GEORGE ALLEN REMINGTON & VERNICK	732-955-8000	\$369,447.36 2019
RESURFACING OF TENNIS COURTS AT DEVON AVE. <i>HADDON HEIGHTS, NJ</i>	RESURFACING OF FIVE (5) TENNIS COURTS, ONE (1) BASKETBALL COURT, INSTALLATION OF FENCING, AND ALL COURT AMENITIES, CONSTRUCTION OF A NEW ASPHALT PARKING LOT	CRAIG REILLY BACH ASSOCIATES	856-546-8611	\$258,012.00 2019
PIONEER HOSE FIRE STATION NO. 1 <i>BRICK, NJ</i>	MILLING, RE-GRADING AND PAVING OF PARKING LOT. CONSTRUCTION OF CONCRETE SIDEWALK	ED SLOWINSKI BOARD OF FIRE COMMISSIONERS	732-320-2933	\$138,215.00 2019



2019 VARIOUS DRAINAGE IMPROVEMENTS <i>BERKELEY TOWNSHIP</i>	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	STEVE WILLIAMS REMINGTON & VERNICK	732-286-9220	\$369,447.36 2019
2019 COURT IMPROVEMENT PROJECT <i>MARLBORO TOWNSHIP, NJ</i>	MILLING AND PAVING OF PARKING LOT, FENCING & TENNIS COURT/PICKLEBALL, COURT	ALAN BERGER CME ASSOCIATES	732-341-1000	\$431,923.00 2020
ROOSEVELT PARK WALKWAY IMPROVEMENTS <i>EDISON, NJ</i>	MILLING & PAVING OF AN EXISTING ASPHALT WALKWAY. INSTALLATION OF CURBS, SIDEWALKS & HANDICAP RAMPS	WILLIAM O'BARA DELAWARE- RARITAN ENGINEERING	732-577-5548	\$565,300.00 2020
KINGSLEY PARK TENNIS COURT UPGRADES <i>SOUTH BRUNSWICK, NJ</i>	MILLING AND PAVING OF ENTRANCE DRIVE, DEMOLITION OF EXISTING FENCING & TENNIS COURTS. MILLING AND PAVING OF TENNIS/PICKLEBALL COURTS,	USA ARCHITECTS PETE CAMPISANO	908-393-0606	\$176,890.00 2020
ACCESS PATHS AT TENNIS CENTER <i>MERCER COUNTY PARK</i>	RESURFACING AND REPAVING OF SIDEWALKS AND WALKING TRAILS	ENGINEERING & LAND PLANNING ASSOCIATES MATT CONNORS	908-238-0544	\$253,640.00 2020
SPORT COURT MILLING, PAVING & STRIPING <i>MONMOUTH COUNTY PARKS</i>	MILLING AND PAVING OF TENNIS COURTS WITH PAVING MAT UNDERLAYMENT & STRIPING	MONMOUTH COUNTY PARK SYSTEM ANDY NORTH	732-842-4000 EXT. 4262	\$97,490.00 2020
MUNICIPAL PARK ROLLER HOCKEY RINK <i>WALL TOWNSHIP, NJ</i>	EXCAVATION FOR NEW ROLLER HOCKEY RINK & NEW PARKING LOT. DRAINAGE, CURB & STRIPING FOR PARKING LOT	WALL TOWNSHIP MATT ZAHORSKY	732-449-8444 EXT. 2247	\$655,635.50 2020
HARMONY, KIMBERLY & BAYVIEW AVE. DRAINAGE IMPROVEMENTS <i>LONG BEACH, NJ</i>	REMOVAL & REPLACEMENT OF EXISTING DRAINAGE SYSTEM, INCLUDING INSTALLATION OF A TIDE CHECK VALVE. MILLING & PAVING	FRANK LITTLE OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$386,133.00 2020
5TH ST. & 6TH ST. RECONSTRUCTION <i>SURF CITY, NJ</i>	REMOVAL & REPLACEMENT OF EXISTING DRAINAGE SYSTEM, INCLUDING A TIDE CHECK VALVE. MILLING & PAVING,	FRANK LITTLE OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	\$536,995.00 2020
STRAWBRIDGE LAKE PEDESTRIAN PATH <i>MOORESTOWN TOWNSHIP, NJ</i>	MILLING AND PAVING OF PARKING LOT, FENCING & TENNIS COURT/PICKLEBALL, COURT	BACH ASSOCIATES CRAIG REILLY	856-546-8611	\$195,586.00
ATHLETIC COURT IMPROVEMENTS TO SPRING LAKE & THOMPSON PARK	REMOVAL & REPLACEMENT OF ATHLETIC COURTS. RECONSTRUCTION OF TENNIS COURTS, BASKETBALL COURTS HANDBALL COURTS & PICKLEBALL COURTS	MIDDLESEX COUNTY JOHN FREEMAN	732-745-3995	\$1,532,000.00



<b>NEW BRUNSWICK, NJ</b>				
EMMA HAVENS YOUNG ELEMENTARY SCHOOL PARKING LOT IMPROVEMENTS PHASE 2 BRICKTOWN, NJ	MILLING AND PAVING OF PARKING LOT. REPLACEMENT OF DRAINAGE & SIGNAGE	SUBURBAN CONSULTING ENGINEERS INC KIMBERLY DANA	732-282-1776	<b>\$762,212.00</b>
VARIOUS ROADS & DRAINAGE RECONSTRUCTION BEACHWOOD, NJ	MILLING AND PAVING OF ROADWAY. INSTLLATION OF CURB AND SIDEWALKS.	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	<b>\$111,891.00</b>
TENNIS COURT RECONSTRUCTION-EAST ATLANTIC AVE OCEAN GATE, NJ	RECONSTRUCTION OF TENNIS & PICKLEBALL COURTS. INCLUDES. INSTALLATION OF FENCE, COURT APPURTENANCE & SITE GRADING	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	<b>\$185,110.00</b>
SLOOP CREEK, BAY BLVD, & 24TH AVE BAYVILLE, NJ	MILLING & PAVING OF ROADWAYS.	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	<b>\$383,544.50</b>
RUE RIVOLI & RUE LIDO POINT PLEASANT NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	<b>\$264,196.00</b>
WHITE STREET PARKING LOT IMPROVEMENTS RED BANK, NJ	MILLING & PAVING OF PARKING LOR. REPLACEMENT OF DRAINAGE & SIGNAGE	CME MICHAEL REISER	732-546-4190	<b>902,492.50</b>
NEW PROVIDENCE TENNIS COURTS NEW PROVIDENCE, NJ	MILLING & PAVING OF TENNIS COURTS. INSTALLTION OF TENNIS EQUIPMENT	MASER CONSULTING KEVIN BOYER	973-398-3110	<b>\$216,592.00</b>
2020 OCEAN TWP ROAD IMPROVEMENTS	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	T&M ASSOCIATES JASON WORTH	732-473-4763	<b>617,731.80</b>
4 <sup>TH</sup> & 7 <sup>TH</sup> STREET RECONSTRUCTION	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-908-2695	<b>437,309.50</b>
IMPROVEMENTS TO TRADITIONS PARK TINTON FALLS, NJ	CONSTRUCTION OF NEW PARK WHICH INCLUDES BASKETBALL COURTS, TENNIS COURTS, AND PICKLEBALL COURT. PAVING OF PARKING LOT AND INSTALLATION OF SITE AMENITIES.	T&M JULIE NASTASI	732-671-6400	<b>\$1,146,600.00</b>
12TH AVE IMPROVEMENTS SEASIDE PARK, NJ	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS.	REMINGTON & VERNICK ENGINEERS	732-286-9220	<b>\$431,048.00</b>



		STEVE WILLIAMS		
BIKEWAY-KEEFE RD LAWRENCE, NJ	INSTALLTION OF NEW BIKE PATH ALONG ROADWAY INCLUDING POROUS PAVING & LINE STRIPING	VAN NOTE- HARVEY ASSOCIATES JIM PARVESSE	609-987-2323	<b>\$201,099.00</b>
BASKETBALL & TENNIS COURTS PROJECT LOCATED AT ORCHARD & HEROES PARK	CONSTRUCT BASKETBALL COURT, SITE AMENITIES, BITUMINOUS CONCRETE PATHWAY, SITE IMPROVEMENTS & SITE DEMOLITION	FRENCH & PARRELLO ASSOCIATES MATT ZAHORSKY	732-312-9800	<b>\$243,975.00</b>
IMPOVEMENTS TO SOUTH PLAINFIELD PARKS	CONSTRUCT BASKETBALL COURTS AT VARIOUS PARKS, INSTALL SITE AMENITIES, SITE IMPROVEMENTS & SITE DEMOLITION	NAJARIAN ASSOCIATES DANIEL GOMEZ	732-389-0220	<b>\$217,570.00</b>
EUCLID AVE AREA IMPROVEMENTS	MILL & PAVE EUCLID AVE. INSTALLATION OF CONCRETE CURB & GUTTER, REPAIRS TO SIUDEWALK, FIRE HYDRANT REPLACEMENT, WATER VALAVE REPLACEMENT, PAVEMENT STRIPING, SIGNAGE & SITE RESTORATION.	COLLIERS ENGINEERING & DESIGN JOE RAFFERTY	877-627-3772	<b>\$340,330.00</b>
RAVINE DR ELEMENTARY SCHOOL	MILL & PAVE EXISTING PARKING LOT, INSTALL CURBS, & SITE AMENITIES	FVHD	609-883-7101	<b>\$149,100 2021</b>
BANCHOFF PARK TENNIS COURT IMPROVEMENTS	DEMOLITION OF EXISTING TENNIS COURTS, INSTALLATION OF NEW TENNIS COURT ALONG WITH SITE AMENITIES, ACRYLIC RESURFACING & COLOR COATING OF VARIOUS COURTS	REMINGTON & VERNICK ENGINEERS KATHLEEN NIEMANN	856-303-1245	<b>\$282,296.00 2021</b>
2019 ROAD IMPROVEMENT W 6 <sup>TH</sup> ST & BAY TERRACE & BOROUGH UTILITY REPLACEMENT PROJECT	MILLING AND PAVING OF ROADWAY. INSTALLATION OF DRAINAGE, CURB AND SIDEWALKS. ALSO INCLUDES INSTALLATION OF WATER MAIN	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	<b>\$652,781.60 2021</b>
POLLY POD, LANGE, BACK, DIVISION, & OCEAN ACRES TENNIS COURT	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	<b>\$292,946.00 2021</b>
KENNEDY PARK BASKETBALL COURT IMPROVEMENTS	CONSTRUCITON OF BASKETBALL COURTS	CME ASSOCIATES JAY CORNELL	732-727-8000	<b>\$162,150 2021</b>
BARRIER ISLAND PICKLEBALL COURTS	INSTALLTION OF VARIOUS PICKLEBAL COURTS, FENCING, SITE AMENITIES ACRYLIC RESURFACING & COLOR COATING	CME ASSOCIATES DOUG ROHMEYER	732-462-7400	<b>\$612,115.00 2021</b>
NORTHERN BURLINGTON HIGH SCHOOL TENNIS	DEMOLITION OF EXISTING COURTS. RECONSTRUCTION OF 5 TENNIS COURTS. INCLUDING INSTALLATION OF NEW TENNIS	VAN CLEEF ENGINEERING	609-689-1100	<b>\$468,000.00 2021</b>





	COURTS, FENCE, SITE RESTORATION, ACRYLIC RESURFACING, & COLOR COATING	DAN FRYER		
CHERRY HILL HIGH SCHOOL EAST TENNIS COURTS	DEMOLITION OF EXISTING COURTS. RECONSTRUCTION OF 5 TENNIS COURTS. INCLUDING INSTALLATION OF NEW TENNIS COURTS, FENCE, SITE RESTORATION, ACRYLIC RESURFACING, & COLOR COATING	ENVIRONMENTAL RESOLUTIONS NEIL WERKET	856-235-7170 NEIL WERKET	<b>\$454,490.00</b> <b>2021</b>
POLLY POD, LANGE, BACK, DIVISION, & OCEAN ACRES TENNIS COURT	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	<b>\$292,946.00</b> <b>2022</b>
LOGAN HOCKEY RINK CONVERSION BASKETBALL	DEMOLITION OF HOCKEY RINK, CONSTRUCTION OF BASKETBALL COURTS	REMINGTON & VERNICK JOSH KENNEDY	856-795-9595	<b>\$145,035.00</b> <b>2022</b>
OLD BRIDGE PICKLEBALL COURTS	CONSTRUCT 1 NEW PICKLEBALL COURT INCLUDING INSTALLATION OF FENCE, ACRYLIC RESURFACING & COLOR COATING	TOWNSHIP OF OLD BRIDGE MATT MERCURIO	732-721-5600	<b>\$92,500.00</b> <b>2022</b>
CEDAR DR MIDDLE SCHOOL BASKETBALL & TENNIS	REFURBISHMENT OF 3 TENNIS COURTS & 2 BASKETBALL COURTS. REPLACE & INSTALL FENCE, COLOR COATING	T&M ASSOCIATES CHARLIE CUNLIFFE	732-473-340	<b>\$606,713.00</b> <b>2022</b>
CENTRAL AVE IMPROVEMENTS POINT BEACH	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	COLLIERS ENGINEERING JOHN MELE	877-627-3772	<b>\$704,986.25</b> <b>2022</b>
ROSELAND BASKETBALL & TENNIS RECONSTRUCTION	CONSTRUCTION OF PICKLEBALL, TENNIS & BASKETBALL COURTS	BOSWELL ENGINEERING SCOTT GOODMAN	201-641-0770	<b>\$309,650.00</b> <b>2022</b>
MERCER COUNTY PARKS BASKETBALL RECONSTRUCTION	RECONSTRUCTION OF MERCER COUNTY PARKS BASKETBALL COURTS. INSTALLATION OF NEW SITE AMENITIES, INSTALLATION OF FENCE. ACRYLIC RESURFACING & COLOR COATING OF COURTS	CME ASSOCIATES JAMES WINCKOWSKI	732-462-7400	<b>\$494,371.00</b> <b>2022</b>
DRAINAGE IMPROVEMENTS SEAMAN AVE, OAK AVE & SPAR AVE	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	<b>\$137,987.00</b> <b>2022</b>
EAGLESWOOD ROADS	INSTALL DRAINAGE & CURBS. MILLING & OVERLAY OF VARIOUS ROADS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	<b>\$152,138.00</b> <b>2022</b>
MIDLAND PARK ABERDEEM	REFURBISHMENT OF EXISTING BASKETBALL COURT. INSTALLATION OF SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF BASKETBALL COURT.	T&M ASSOCIATES JULIE NASTASI	732-671-6400	<b>\$154,525.00</b> <b>2022</b>
ROSS FIELD ABERDEEN	REFURBISHMENT OF EXISTING BASKETBALL COURT. INSTALLATION OF SITE AMENITIES. ACRYLIC RESURFACING & COLOR COATING OF BASKETBALL COURT.	T&M ASSOCIATE JULIE NASTASI	732-671-6400	<b>\$91,700.00</b> <b>2022</b>
GOLF CART PATH PAVING GREEN TREE GOLF COURSE	PAVED GOLF CART PATH AT GREEN TREE GOLF COURSE	ATLANTIC COUNTRY	609-343-2390	<b>\$321,200.00</b> <b>2022</b>



		TIM EDMUNDS IMPROVEMENT AUTHORITY		
VETERANS PARK PICKLEBALL COURTS	CONSTRUCTION OF 3 NEW PICKLEBALL COURTS AT VETERANS PARK. INSTALLTION OF FENCE & SITE AMENTIES. ACRYCLIC RESURFACING & COLOR COATING OF COURTS	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	<b>\$131,430.00</b> <b>2022</b>
BAMBER LAKE BBALL & TENNIS COURTS RESURFACING	INSTALLATION OF NEW SITE AMENITIES, ACRYLIC RESURFACING & COLOR COATING OF VARIOUS COURTS. INSTALLTION OF FENCE.	REMINGTON & VERNICK STEVE WILLIAMS	732-286-9220	<b>\$178,900.00</b> <b>2022</b>
OLD BRIDGE PICKLBALL COURTS	CONSTRUCTION OF 3 NEW PICKLEBALL COURTS AT VETERANS PARK. INSTALLTION OF FENCE & SITE AMENTIES. ACRYCLIC RESURFACING & COLOR COATING OF COURTS	TOWNSHIP OF OLD BRIDGE MATT MERCURIO	732-721-5600	<b>\$155,500.00</b> <b>2022</b>
PICKLBALL COURTS WEST DEPFORD TOWNSHIP	CONSTRUCTION OF 5 NEW PICKLEBALL COURTS AT VETERANS PARK. INSTALLTION OF FENCE & SITE AMENTIES. ACRYCLIC RESURFACING & COLOR COATING OF COURTS	REMINGTON & VERNICK ENGINEERS JOSH KENNEDY	856-795-9595	<b>\$292,435.00</b> <b>2022</b>
2022 BEACH HAVEN TERRACE PICKLEBALL COURTS & PARKING LOT	MILL & PAVE MUNICIPAL PARKING LOT. CONSTRUCTION OF 4 NEW PICKLEBALL COURT. INSTALLTION OF FENCE & SITE AMENTIES. ACRYCLIC RESURFACING & COLOR COATING OF COURTS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	<b>\$354,703.00</b> <b>2022</b>
2022 HOLGATE BBALL COURT & LOVE LADIES TENNIS COURT	RECONSTRUCTION OF BASKETBALL COURT & TENNIS COURTS. INSTALLTION OF NEW SITE AMENTIES & FENCE. ACRYCLIC RESURFACING & COLOR COATING OF COURTS	OWEN LITTLE & ASSOCIATES FRANK LITTLE	732-244-1090	<b>\$141,400.00</b> <b>2022</b>
VARIOUS PARK IMPROVEMENTS IN TINTON FALLS	IMPROVEMENTS TO LIBERTY PARK, RIVERDALE PARK & HOCKHOCKSON PARK. RECONSTRUCTION OF BASKETBALL COURTS, INSTALL NEW SITE AMENTIES, INSTALLTION OF TURF DOG PARK.	T&M ASSOCIATES JULIE NASTASI	732-671-6400	<b>\$1,289,262.50</b> <b>2022</b>
2019 PARK GRANT PROJECT TABERNACLE	RERFURBISHMENT OF PRICKETTS MILL PARK. BASKETBALL COURT & WALKING PATH. INSTALLTION OF SITE AMENTIES. ACRYLIC RESURFACING & COLOR COATING OF COURTS.	DANTE GUZZI ENGINEERING ASSOC TOM LEISSE	609-654-4440	<b>\$156,500.00</b> <b>2022</b>
PHASE V PARK IMPROVEMENTS TO NASH PARK- NEW HANOVER	MILL & OVERLAY OF 2 BASKETBALL COURTS. INSTALLATION OF NEW BASKETABALL EQUIPMENT	ENVIORNMENTAL RESOLUTIONS JOE HIRSH	856-235-7170	<b>\$72,750.00</b> <b>2022</b>
MK BETTERMENT PARK EGG HARBOR	CONSTRUCTION OF NEW PARK WHICH INCLUDES BASKETBALL COURTS, AND PICKLEBALL COURT. PAVING OF PARKING LOT AND INSTALLATION OF SITE AMENITIES. ACRYCLIC RESURFACING & COLOR COATING OF COURTS	MOTT WATKINS & ASSOCIATES JAMES MOTT	609-569-1551	<b>\$674,151.00</b> <b>2022</b>



VILLAGE PARK BASKETBALL & VOLLEYBALL- CRANBURY	DEMOLITION OF EXISTING BASKETBALL COURT & CONSTRUCTION OF NEW BASKETBALL COURT & CONSTRUCTION OF NEW SAND VOLLEYBALL COURT	VAN CLEEF ENGINEERING IRENE BATTAGLIA	908-359-8291	<b>\$146,720 2022</b>
NORTH BRUNSWICK TENNIS COURTS- NORTH BRUNSWICK	MILL & OVERLAY OF FOUR TENNIS COURT. REMOVE & REPLACE FENCE. INSTALLATION OF SITE AMENITIES, ACRYCLIC RESURFACING, COLOR COATING, & LINE STRIPING OF COURT	NORTH BRUNSWICK ROBERT BONGIOVI	732-247-0922	<b>\$175,000 2022</b>
HEBREW PARK- LACEY	ACRYCLIC RESURFACING & COLOR COATING OF SEVERAL BASKETBALL COURTS & TENNIS COURTS AT HEBREW PARK, GILLE PARK & RIVERSIDE PARK IN LACEY. INSTALLATION OF NEW TENNIS EQUIPMENT	REMINGTON & VERNICK ENGINEERS STEVE WILLIAMS	732-286-9220	<b>\$126,820.00 2022</b>
VINELAND BASKETBALL & TENNIS				



BID

Proposal of Mathis Construction Co Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Jersey doing business as a corporation. To the Borough of Surf City (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the "2022 Municipal Road Reconstruction Project – Shore Avenue, Borough of Surf City" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the Project in the time periods specified in the Special Conditions entitled, "Construction Schedule/Time for Completion". BIDDER further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.





The following documents are made a condition of this BID. Failure to submit all mandatory documents in accordance with NJSA40A:11-23.2) shall be cause for the BID to be rejected. Failure to submit all other documents in accordance with NJSA40A:11-23.1b may be cause for the BID to be rejected:

**A. Failure to submit the following documents is a mandatory cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.2)**

Required with Submission of Bid (Owner's Checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Bid Bond as required by NJSA 40A:11-21	11
X	Consent of Surety pursuant to NJSA 40A:11-22	11
X	Certification As to Corporate Principal	11
X	Statement of Corporate Ownership, pursuant to NJSA 52:25-24.2	11
X	Subcontractors Identification Form – required by NJSA 40A:11-16	11
X	Acknowledgement of Receipt of Change to Bid Documents, if applicable	11
X	Certificate of Public Works Contractor Registration for Primary Contractor	11
X	Submission of a Non-Collusion Affidavit ( <b>THIS FORM MUST BE NOTARIZED</b> )	11
X	Disclosure of Investment Activities in Iran	11
X	Bid Document Submission Checklist	11

**B. Failure to submit the following documents may be a cause for the bid to be rejected.  
(N.J.S.A. 40A:11-23.1b.)**

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X	Public Works Registration for All Subcontractors (Submit with Bid or prior to Award)	X	Acknowledgement of Prevailing Wages
X	Affirmative Action Affidavit	X	Acknowledgement of Alternative Dispute Resolution Clause (ADR)
X	Certificate of New Jersey Business Registration for Prime Contractor and all Subcontractors (Submit with Bid or prior to Award)	X	Affirmative Action Agreement
X	Experience Questionnaire	N/A	Insurance Certificates (Upon Award)
X	Equipment Certification	N/A	Agreement, Performance and Payment Bond (Upon Award)
X	Acknowledgement of Liquidated Damages	X	All documentary, informational or certification forms and any other items required within the bid specs
X	Indemnification Agreement		

**C. Signature: The undersigned hereby acknowledges and has submitted the above listed requirements.**

Name of Bidder: Mathis Construction Co Inc  
 By Authorized Representative: Christopher D Mathis, President  
 Signature: \_\_\_\_\_  
 Print Name and Title: Christopher D Mathis, President  
 Date: 11-3-22  
 Phone Number: 609-296-3728



**BID SCHEDULE**  
**2021 Municipal Road Reconstruction Project –Shore Ave**  
**Borough of Surf City**

The BIDDER shall submit lump sum prices and unit prices for each of the thirty three (33) items on the bid form. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following prices:

Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
1	151006M	Special Conditions 151	Performance Bond	1	DOLL	\$6,000.00	\$6,000.00
<b>Write Dollar Amount in Words</b>			Six Thousand Dollars and No Cents				
2	151006M	Special Conditions 151	Payment Bond	1	DOLL	\$1.00	\$1.00
<b>Write Dollar Amount in Words</b>			One Dollar and No Cents				
3	154003P	154	Mobilization	1	LS	\$15,000.00	\$15,000.00
<b>Write Dollar Amount in Words</b>			Fifteen Thousand Dollars and No Cents				
4	157004M	157	Construction Layout	1	DOLL	\$15,000.00	\$15,000.00
<b>Write Dollar Amount in Words</b>			Fifteen Thousand Dollars and No Cents				
5	158027M	158	Inlet Filter Type 1	119	SF	\$0.01	\$1.19
<b>Write Dollar Amount in Words</b>			No Dollars and One Cent				
6	159003M	159	Breakaway Barricade	3	U	\$0.01	\$0.03
<b>Write Dollar Amount in Words</b>			No Dollars and One Cent				
7	159006M	159	Drum	10	U	\$0.01	\$0.10
<b>Write Dollar Amount in Words</b>			No Dollars and One Cent				



Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
8	159009M	159	Traffic Cone	20	U	\$0.01	\$0.20
Write Dollar Amount in Words			No Dollars and One Cent				
9	159012M	159	Construction Signs	167	SF	\$0.01	\$1.67
Write Dollar Amount in Words			No Dollars and One Cent				
10	159141M	159	Police Traffic Directors	100	HR	\$100.00	\$10,000.00
Write Dollar Amount in Words			One Hundred Dollars and No Cents				
11	160004M	160	Fuel Price Adjustment	1	DOLL	\$1,500.00	\$1,500.00
Write Dollar Amount in Words			One Thousand Five Hundred Dollars and No Cents				
12	160007M	160	Asphalt Price Adjustment	1	DOLL	\$1,500.00	\$1,500.
Write Dollar Amount in Words			One Thousand Five Hundred Dollars and No Cents				
13	201003P	201	Clearing Site	1	LS	\$10,009.00	\$10,009.00
Write Dollar Amount in Words			Ten Thousand Nine Dollars and No Cents				
14	202006M	202	Excavation, Test Pit	50	CY	\$0.01	\$0.50
Write Dollar Amount in Words			No Dollars and One Cent				
15	202009P	202	Excavation, Unclassified	135	CY	\$0.01	\$1.35
Write Dollar Amount in Words			No Dollars and One Cent				
16	202021P	202	Removal of Pavement	175	SY	\$0.01	\$1.75
Write Dollar Amount in Words			No Dollars and One Cent				
17	302036P	302	Dense Graded Aggregate Base Course 6-inch Thick	135	SY	\$0.01	\$1.35
Write Dollar Amount in Words			No Dollars and One Cent				



Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
18	302036P	302	HMA Milling 3-inch or Less	7910	SY	\$6.00	\$47,460.00
Write Dollar Amount in Words			Six Dollars and No Cents				
19	401030M	401	Tack Coat	795	GAL	\$0.01	\$7.95
Write Dollar Amount in Words			No Dollars and One Cent				
20	401042M	401	Hot Mix Asphalt 9.5 M64 Surface Course 2 ½ inch thick	1400	T	\$115.00	\$161,000.00
Write Dollar Amount in Words			One Hundred Fifteen Dollars and No Cents				
21	4010054M	401	Hot Mix Asphalt 9.5 M64 Intermediate (leveling) Course	172	T	\$100.00	\$17,200.00
Write Dollar Amount in Words			One Hundred Dollars and No Cents				
22	401084M	401	Hot Mix Asphalt 19 M64 Base Course – 6 inch Thick	55	T	\$0.01	\$0.55
Write Dollar Amount in Words			No Dollars and One Cent				
23	401108M	401	Core Samples, Hot Mix Asphalt	5	U	\$200.00	\$1,000.00
Write Dollar Amount in Words			Two Hundred Dollars and No Cents				
24	601409P	601	8-inch Perforated High Density Polyethylene Pipe	212	LF	\$75.00	\$15,900.00
Write Dollar Amount in Words			Seventy Five Dollars and No Cents				
25	602009M	602	Inlet, Type A	8	U	\$4,500.00	\$36,000.00
Write Dollar Amount in Words			Four Thousand Five Hundred Dollars and No Cents				





Item No.	NJDOT Pay Item No.	Spec Reference	NJDOT Pay Items	Quantity		Unit Price Written in Figures	Extension
26	606012P	606	Concrete Sidewalk, 6-inch Thick	6	SY	\$115.00	\$690.00
<b>Write Dollar Amount in Words</b>			One Hundred Fifteen Dollars and No Cents				
27	607021P	607	9"x18" Concrete Vertical Curb	460	LF	\$39.00	\$17,940.00
<b>Write Dollar Amount in Words</b>			Thirty Nine Dollars and No Cents				
28	652432M	652	Reset Manhole, Sanitary Sewer, Using Existing Casting	5	U	\$250.00	\$1,250.00
<b>Write Dollar Amount in Words</b>			Two Hundred Fifty Dollars and No Cents				
29	8050302	805	Edge Restoration	625	LF	\$7.50	\$4,687.50
<b>Write Dollar Amount in Words</b>			Seven Dollars and Fifty Cents				
30	602018M	602	Inlet, Type E	2	U	\$4,500.00	\$9,000.00
<b>Write Dollar Amount in Words</b>			Four Thousand Five Hundred Dollars and No Cents				
31			Tide Valve, 12-inch	2	U	\$6,500.00	\$13,000.00
<b>Write Dollar Amount in Words</b>			Six Thousand Five Hundred Dollars and No Cents				
32			Tide Valve, 24-inch	2	U	\$12,000.00	\$24,000.00
<b>Write Dollar Amount in Words</b>			Twelve Thousand Dollars and No Cents				
33			Stone #57, Trap Rock, 6-inch thick	105	SY	\$32.00	\$3,360.00
<b>Write Dollar Amount in Words</b>			Thirty Two Dollars and No Cents				



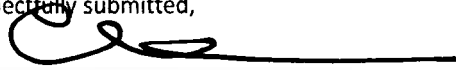
\$411,514.14

Total Price in Figures  
(Items 1 thru 33 combined)

Four Hundred Eleven Thousand Five Hundred  
Fourteen Dollars and Fourteen Cents

Total Price in Words  
(Items 1 thru 33 combined)

Respectfully submitted,



(Signature)

Christopher D Mathis, President

(Title)

22-2091365

License No. (If applicable)

Seal - If BID is by a Corporation

1510 Route 539 Suite 1 Little Egg Harbor NJ 08087

(Address)

11-3-22

(Date)



**BID GUARANTEE**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mathis Construction Co., Inc.  
1510 Route 539, Suite 1, Little Egg Harbor, N.J. 08087 as Principal, and Selective Insurance Company of America, 40 Wantage Avenue, Branchville, N.J. 07890  
as Surety, are hereby held and firmly bound unto Borough of Surf City, 813 Long Beach Boulevard, Surf City, N.J. 08008  
as OWNER in the sum of Ten Percent (10%) of Amount Bid not to exceed \$20,000.00 for payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 3rd day of November, 2022. The Condition of the  
above obligation is such that whereas the Principal has submitted to Borough of Surf City a  
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
2022 Municipal Road Reconstruction Project- Shore Avenue, Borough of Surf City

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in 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 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 said 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.

Mathis Construction Co., Inc.

  
\_\_\_\_\_  
(Principal) Christopher D Mathis, President (L.S.)

Selective Insurance Company of America

By:   
\_\_\_\_\_  
Dawn M. Jones, Attorney-In-Fact



**CERTIFICATE FROM A SURETY COMPANY**  
**N.J.S.A. 40A:11-22 et. seq.**

KNOW ALL PERSONS BY THESE PRESENTS: that

Selective Insurance Company of America

(Name of Surety)

a corporation created and existing under the laws of the State of New Jersey

whose principal office is in 40 Wantage Avenue, Branchville, N.J. 07890

duly authorized to transact business in the State of New Jersey (hereinafter called the Surety), hereby undertakes

that if the accompanying bid of Mathis Construction Co., Inc.

(Name of BIDDER)

of 1510 Route 539, Suite 1, Little Egg Harbor, N.J. 08087

(hereinafter called the BIDDER), dated November 3, 2022 for

2022 Municipal Road Reconstruction Project- Shore Avenue, Borough of Surf City

be accepted as to any or all of the items of material and workmanship proposed to be furnished thereby, or as to any portion of the same, the said BIDDER shall within ten (10) days after notice of the award of contract, enter into a Contract with

Borough of Surf City

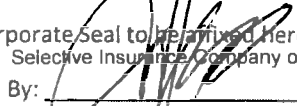
(Name of Owner)


(hereinafter called the Obligee), and give bond with good and sufficient surety for the faithful performance of such contract in the full amount of the contract price, not to exceed XXXXXXXX dollars, or, in the event of the failure of the BIDDER to enter into such contract and give such bond, the Surety shall pay the Obligee the difference between the amount specified in said bid and the amount for which the Obligee may contract with another party to perform the work covered by said bid, if the latter amount be in excess of the former.

Provided and subject to the condition precedent:

That any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its Corporate Seal to be affixed hereto this 3rd day of November A.D. 2022

  
By: \_\_\_\_\_  
Dawn M. Jones, Attorney-In-Fact

Attest:  
  
Angela M. Spina, Witness





Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

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

(2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified by certified public accountants:

<u>Company</u>	<u>Capital</u>	<u>Surplus</u>	<u>CPA</u>
Selective Insurance Company of America	\$4,400,000	\$838,299,467	KPMG LLP 345 Park Avenue New York, NY 10154

(3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

<u>Company</u>	<u>Underwriting Limitation</u>	<u>Effective Date</u>
Selective Insurance Company of America	\$83,830,000	July 1, 2022

(4) The amount of the bond to which this statement and certification is attached is  
\$ Ten Percent (10%) of Amount Bid, not to exceed \$20,000.00

**CERTIFICATE**

**(To be completed by an authorized certifying agent/officer for each surety on the bond)**

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.



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

Timothy A. Marchio  
\_\_\_\_\_  
(Printed name of certifying agent/officer)

Vice President, Bond SBU  
\_\_\_\_\_  
(Title of certifying agent/officer)

Dated: November 3, 2022  
(month, day, year)



# SELECTIVE INSURANCE<sup>SM</sup>

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

## STATEMENT OF FINANCIAL CONDITION

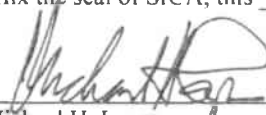
I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2021:


<u>ADMITTED ASSETS (in thousands)</u>		<u>LIABILITIES AND SURPLUS (in thousands)</u>	
Bonds	\$1,980,337	Reserve for losses and loss expenses	\$1,271,998
Preferred stocks at convention value	4,815	Reserve for unearned premiums	518,464
Common stocks at convention values	91,382	Provision for unauthorized reinsurance	1,066
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	39,070
Short-term investments	140,848	Other accrued expenses	33,481
Mortgage loans on real estate (including collateral loans)	62,909	Other liabilities	<u>458,257</u>
Other invested assets	194,151	Total liabilities	2,322,336
Interest and dividends due or accrued	15,464		
Premiums receivable	473,031	Surplus as regards policyholders	<u>838,299</u>
Other admitted assets	<u>197,698</u>		
Total admitted assets	<u>3,160,635</u>	Total liabilities and surplus as regards policyholders	<u>3,160,635</u>

I further certify that the following is a true and exact excerpt from Article VII, Section I of the By-Laws of SICA, which is still valid and existing.

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 30th day of March, 2022.

  
Michael H. Lanza  
SICA Corporate Secretary



STATE OF NEW JERSEY :  
:ss. Branchville  
COUNTY OF SUSSEX :

On this 30th day of March, 2022, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

  
Christine Marie Lawson  
Notary Public  
My Commission Expires:



CHRISTINE MARIE LAWSON  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES APRIL 15 2024



# SELECTIVE INSURANCE®

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

## POWER OF ATTORNEY

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation'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 may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **JEANNE PRIMAVERA, DAWN M. JONES, K.A. GELOK, THOMAS S. CARUSO**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS** for bid bonds, consent of surety and bid guarantees only.

Signed this 10 day of JUNE, 2022,

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky  
Its SVP, Chief Underwriting Officer, Commercial Lines



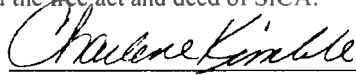
STATE OF NEW JERSEY :

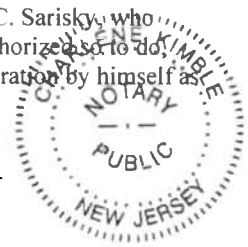
:ss. Branchville

COUNTY OF SUSSEX

On this 10 day of JUNE, 2022, before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Vice President of SICA, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 3rd day of November, 2022.

  
Michael H. Lanza, SICA Corporate Secretary



CERTIFIED COPY





PHIL MURPHY  
*Governor*

SHEILA OLIVER  
*Lt. Governor*

**State of New Jersey**  
DEPARTMENT OF BANKING AND INSURANCE  
DIVISION OF INSURANCE  
OFFICE OF SOLVENCY REGULATION  
PO Box 325  
TRENTON, NJ 08625-0325

MARLENE CARIDE  
*Commissioner*

TEL (609) 292-7272  
FAX (609) 292-6765

**CERTIFICATE OF COMPLIANCE**  
December 31, 2021

I, **Marlene Caride**, Commissioner of Banking and Insurance of the State of New Jersey, do hereby certify, depose and say that:

1. The **SELECTIVE INSURANCE COMPANY OF AMERICA**, Branchville, New Jersey, is a Corporation organized under the laws of the State of New Jersey on December 22, 1925 and commenced business in this State on April 26, 1926. The Company changed its name from Selected Risks Insurance Company to Selective Insurance Company of America effective December 6, 1985;
2. The home office of said Company is located at 40 Wantage Avenue, Branchville, New Jersey 07890, and the name of the agent therein and in charge thereof upon whom process may be served against said Corporation is Michael H. Lanza;
3. Said Company is presently authorized to transact in New Jersey the kinds of insurance specified in paragraphs "a", "b", "e", "f", "g", "j", "k", "l", "m", "n" and "o" of N.J.S.A. 17:17-1, and is also authorized to transact the business of "**Health Insurance**" being the kind of insurance specified in N.J.S.A. 17B:17-4, certified copies of the relevant section of the statutes is attached for your information. The Company's authority granted under paragraph "o" is further delineated in its Certificate of Authority as follows:

**AGAINST** all physical loss to buildings and structures, including consequential loss, and against loss or damage to property of others caused by an insured;

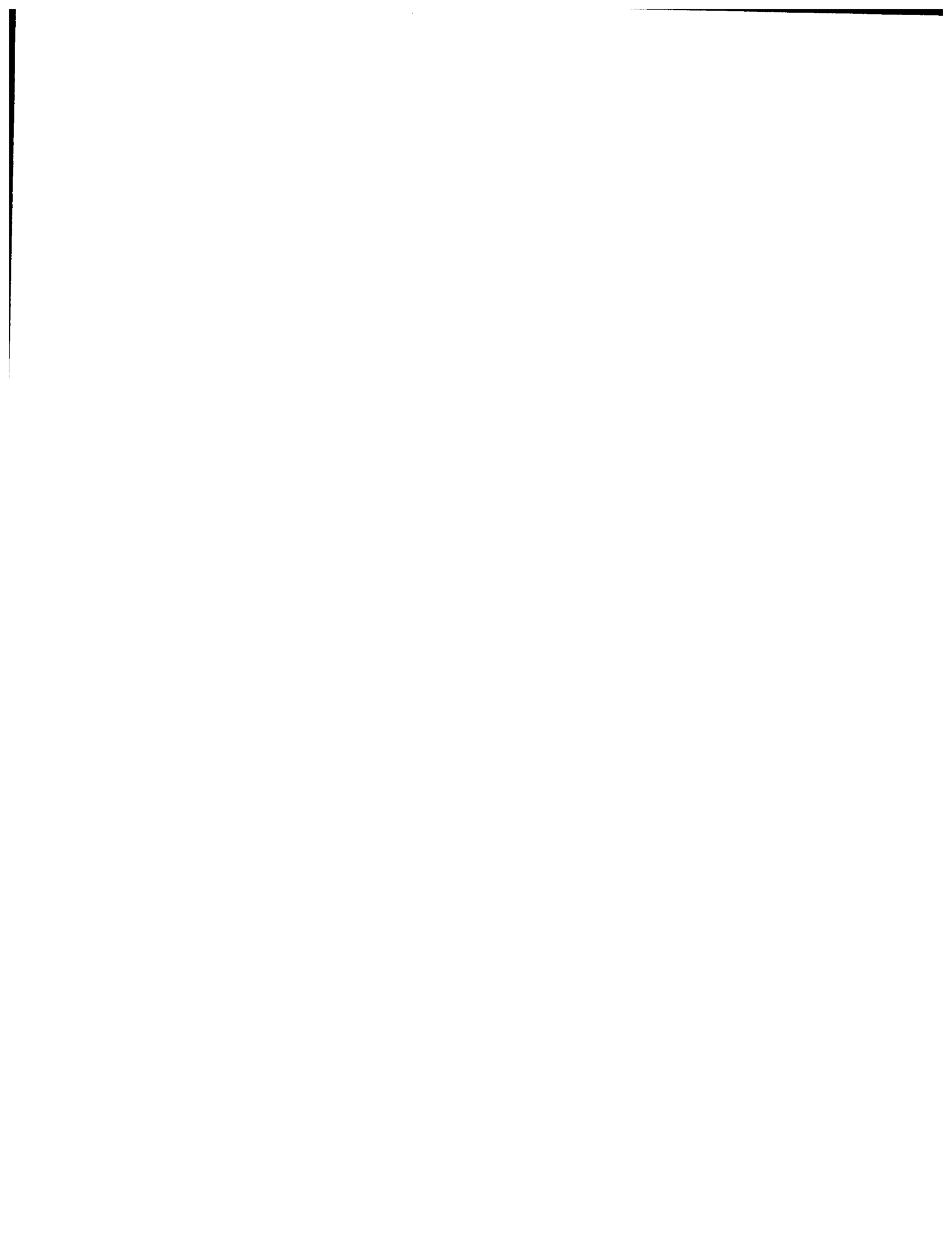
**AGAINST** the perils of radioactive contamination and all other perils causing physical loss to nuclear energy installations and facilities, including consequential loss;

**LOSS** or damage to property by epidemic;

**AGAINST** loss or damage to property by power failure or mechanical breakdown;

**INSURANCE** against loss or damage to property or any insurable interest therein caused by insects or by radiation resulting from atomic fission;

**ENGINE** breakdown;





**LOSS** or damage to property of the assured caused by falling of tanks, or equipment for protecting property against fire, by explosion other than steam boilers, pipes, engines, motor and machinery connected therewith (except fire);

**LIMITED** to the right to participate in associations or pools, such as NEPIA and NELIA, which associations or pools are authorized to write "All Risks" insurance involving Nuclear Fuel Exposures;

**ECONOMIC** Security; and

**ALL** other liability not covered under paragraph 'e' including voluntary assumed liability;

4. Said Company is in good standing and having complied with all the requirements of the New Jersey Statutes is authorized to transact the business of insurance in the State of New Jersey in accordance with all the provisions of its charter and the laws of this State as provided in its currently effective Amended Certificate of Authority issued by this Department;
5. The currently effective Amended Certificate of Authority authorizes the **SELECTIVE INSURANCE COMPANY OF AMERICA** to transact in this State, among other things, the business that is commonly known as Fidelity and Surety;
6. As reported in its sworn Annual Statement as at December 31, 2020 the Company had a Common Capital Stock of \$4,400,000; a Gross Paid In and Contributed Surplus of \$160,813,867; an Unassigned Funds (Surplus) of \$574,191,789 or a total Surplus as Regards Policyholders of \$739,405,656.

I further certify that the **SELECTIVE INSURANCE COMPANY OF AMERICA** is not precluded by its charter or the laws of this State from engaging in the classes of business stated above in states other than New Jersey, upon compliance with the laws of such other states.

**IN WITNESS WHEREOF**, I have hereunto set my hand  
and affixed my official Seal, at Trenton,  
the day and year first above written.

  
**Commissioner of Banking and Insurance**



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christopher D Mathis, certify that I am the Secretary of the corporation named as principal in the within bid; that Christopher D Mathis who signed the bid on behalf of the Principal was then President of said corporation, that I know his/her signature, and his/her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said corporation by authority of the Board of Directors.

Date: 11-3-2022 Mathis Construction Co Inc

Name



Title Christopher D Mathis, President

Corporate Seal





**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:** Mathis Construction Co Inc

**Organization Address:** 1510 Route 539 Suite 1 Little Egg Harbor NJ 08087

**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 won 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Christopher D Mathis- 100%	508 Dock Road Eagleswood NJ 08092



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

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

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

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business 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 *<name of contracting unit>* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with *<type of contracting unit>* to notify the *<type of contracting unit>* in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Christopher D Mathis,	Title:	President
Signature:		Date:	11-3-22









**ACKNOWLEDGEMENT OF RECEIPT OF NOTICES,  
REVISIONS, OR ADDENDA**

**ACKNOWLEDGEMENT** is hereby made of the following NOTICES, REVISIONS OR ADDENDA which have been received since the advertisement of the Contract Documents:

Number/Type	<u>NONE</u>	, dated	_____	, 20
	_____	, dated	_____	, 20
	_____	, dated	_____	, 20
	_____	, dated	_____	, 20
	_____	, dated	_____	, 20
	_____	, dated	_____	, 20
	_____	, dated	_____	, 20
	_____	, dated	_____	, 20

Submitted to Borough of Surf City

by Mathis Construction Co Inc a Corporation  
a Co-partnership  
an Individual

Principal Office: 1510 Route 539 Suite 1 Little Egg Harbor NJ 08087

Corporate Officer Signature: 


Print Corporate Officer Name: Christopher D Mathis, President



**NEW JERSEY BUSINESS REGISTRATION**  
**PL 2004, C.57 NJSA 52:32-44 et . seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "New Jersey Business Registration Certificate" with the Bid or prior to award of contract.

Signature:



---

Print Name:

Christopher D Mathis, President

\*See detailed procedures in the *Instruction to Bidders, Page IB 2 of 6.*



STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

MATHIS CONSTRUCTION CO., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-091-365/000

SEQUENCE NUMBER:

0103665

ADDRESS:

1510 ROUTE 539 STE 1  
LITTLE EGG HARBOR NJ 08087

ISSUANCE DATE:

09/23/04

EFFECTIVE DATE:

11/05/75

*J.P. Tully*  
Acting Director

FORM-BRC(08-01)

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






**THE PUBLIC WORKS CONTRACTOR REGISTRATION**  
**ACT (NJSA 34:11-56:48, et. seq)**

The BIDDER shall provide a copy of his and all Subcontractor's "Contractor Registration Certificate" with the Bid or prior to award of contract.

Signature:

A handwritten signature in black ink, appearing to read "C. Mathis", written over a horizontal line.

Print Name:

Christopher D Mathis, President



Certificate Number  
604725

Registration Date: 04/11/2022  
Expiration Date: 04/10/2024



# 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:

Mathis Construction Co Inc  
**2022**

**Responsible Representative(s):**  
Christopher D Mathis, President

**Responsible Representative(s):**  
Melissa Mathis, Vice-President

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

NON TRANSFERABLE

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



**NON-COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY

ss.

COUNTY OF ocean

I, Christopher D Mathis, residing in Eagleswood in the County of Ocean and  
(Name of Affiant) (Name of Municipality)  
the State of New Jersey of full age, being duly sworn according to law on my  
oath depose and say that:

I am President of the firm of Mathis Construction Co Inc  
(Title or Position) (Name of Firm)

the bidder making the Proposal for the bid entitled 2022 Municipal Road Reconstruction Project- Shore Avenue  
(Title of Bid Proposal)

and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Surf City relies upon the truth of the statements contained in said Proposal  
(Name of Contracting Unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

  
(Type or print name of affiant under signature) Christopher D Mathis, President

SUBSCRIBED AND SWORN TO BEFORE ME THIS

3 DAY OF Nov., 20 22

NOTARY PUBLIC OF New Jersey

MY COMMISSION EXPIRES Aug 25, 2025

(SEAL)



**AFFIRMATIVE ACTION AFFIDAVIT  
NOTICE TO CONTRACTORS  
RE: AFFIRMATIVE ACTION REGULATIONS  
P.L. 1975, C. 127**

**PROCUREMENT AND SERVICE CONTRACTORS:**

Bidders are required to comply with the requirements of P.L. 1975, c.127.

**A. ALL CONTRACTORS**

1. Within seven (7) days after receipt of the notification of intent to Award the contract, or receipt of the contract, whichever is sooner, a procurement contractor should present one of the following to the Municipality:
  - An existing Federally approved or sanctioned Affirmative Action Program.
  - A Certificate of Employee Information Report Approval.
  - If the contractor cannot present either of the above-listed items, the contractor is required to submit a completed Employee's Information Report (Form AA302). This form will be made available to contractors by the Municipality.

---

**The following questions must be answered by all prospective contractors:**

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No   x  


If "Yes", please submit a photo static copy of such approval.

2. Do you have a State Certificate of Employee Information Report Approval?

Yes   x   No \_\_\_\_\_

If "Yes", please submit a photo static copy of such approval.

The undersigned contractor certifies that he/she is aware of the commitment to comply with the requirement of P.L. 1975, c. 127, and agrees to furnish the required documentation pursuant to the law.

Company: Mathis Construction Co Inc  
Address: 1510 Route 539 Suite 1 Little Egg Harbor NJ 08087  
Signature:   
Title: Christopher D Mathis, President  
Phone: 609-296-3728





**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-2021** to **15-Dec-2028**

**MATHIS CONSTRUCTION CO., INC.**  
**1510 RTE. #539, STE. 1**  
**LITTLE EGG HARB            NJ    08087**



*Elizabeth Maher Muoio*  
**ELIZABETH MAHER MUOIO**  
State Treasurer



**EXPERIENCE QUESTIONNAIRE**

The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that in the proposed Contract he has done, to give references and such other detailed information that will enable the Owner and the Engineer to judge his responsibility, experience, skill, and business standing.

The Borough shall have the right to reject any BIDS submitted by a BIDDER whose experience for this type of work, under this project, is deemed by the Borough's Governing Body to be inadequate.

Submitted to Borough of Surf City

By Mathis Construction Co Inc a Corporation  
a Co-partnership  
an Individual

Principal Office 1510 Route 539 Suite 1 Little Egg Harbor NJ 08087  
Contact Person: Christopher D Mathis,  
Telephone No.: 609-296-3728

The signatory of the proposal guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

How long have you, as Contractor, been engaged in the construction business under present Individual or Company name? 46 Years

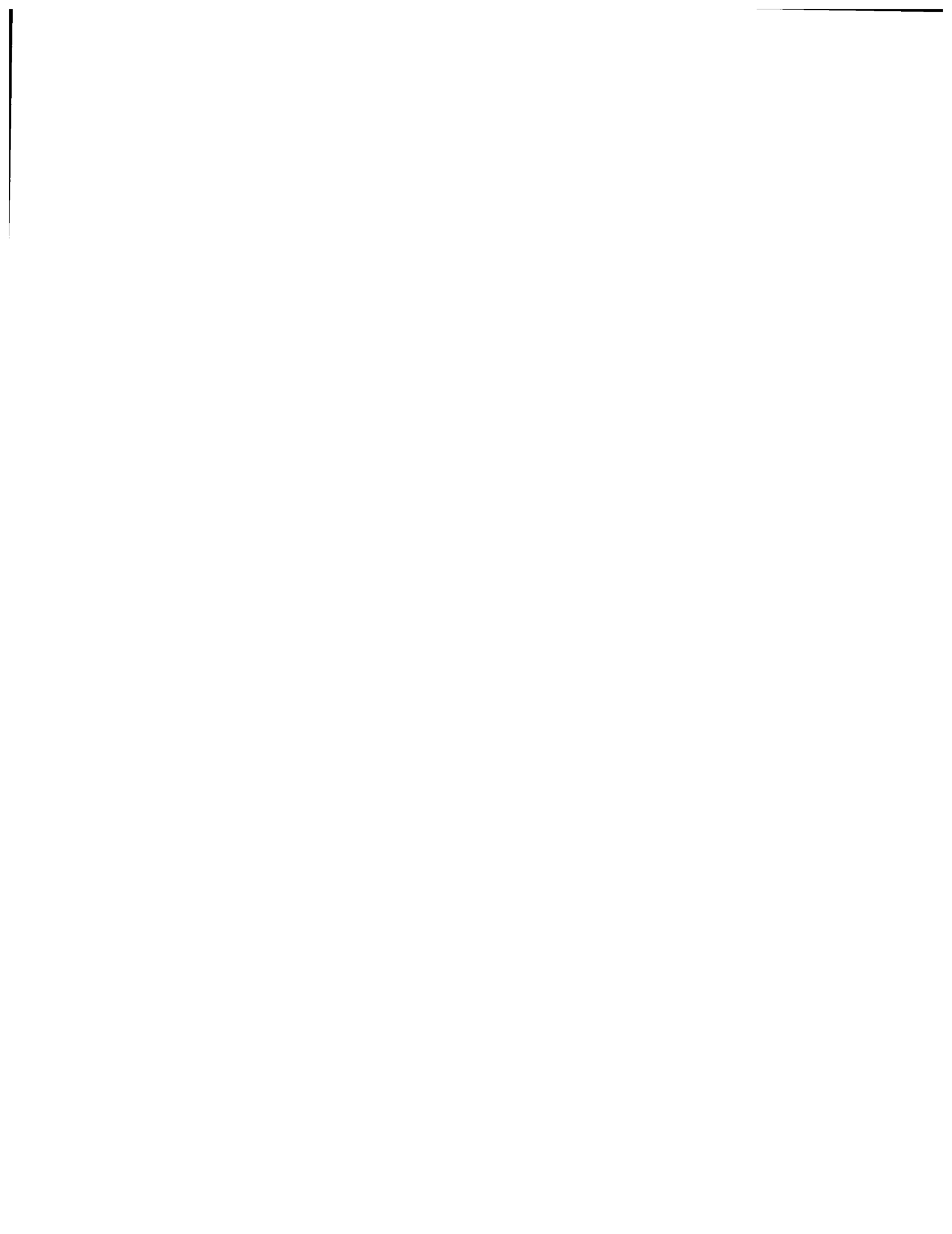
Have you, as Contractor, ever defaulted or failed to execute and/or complete a contract awarded to you by a public agency? If yes, explain.

No

List below, Contract Work, of a similar nature and magnitude to that to be performed for this project, completed or under construction within the last three (3) years.

Owner or Agency	Contact Person	Telephone Number	Description of Project	Contract Amount
<u>See Attached</u>				

(Attach Additional Sheets as Required)



**MATHIS CONSTRUCTION CO., INC. - WORK PERFORMED AND REFERENCES**

<b>NAME OF OWNER</b>	<b>SITE / DESCRIPTION</b>	<b>ENGINEER</b>	<b>AMOUNT</b>	<b>COMPLETED</b>
Charles Maradino LLC PO Box 20 Milmay, NJ 08340	Reconstruction of PA Ave, Phases 3&4 Cape May, NJ	Mott MacDonald 211 Bayberry Drive, Suite 1A Cape May Court House, NJ 08210 P: 609-465-9377 F: 609-465-5270	\$ 207,994.00	January-21
Arawak Paving Co Inc 7503 WeymouthRd Hammonton, NJ 08037	Commonwealth Ave Phase 2 & 2020 Road Program, Upper Twp	Upper Township Engineer's Office 2100 Tuckahow Road, PO Box 205 Tuckahoe, NJ 08250-0205	\$ 76,175.00	January-21
City of Somers Point 1 W New Jersey Ave Somers Point, NJ 08244	2020 Stormwater Repairs Contract No 105	Kates Schneider Engineering, LLC 624 Shore Road Somers Point, NJ 08234 P: 609-365-1747	\$ 247,537.27	October-20
City of Ventnor 6201 Atlantic Ave Ventnor, NJ 08406	Drainage Improvements Marshall Ave & Oxford Ave	Maser Consulting PA 500 Scarborough Dr - Suite 108 Egg Harbor Township, NJ 08234	\$ 217,821.57	July-20
Borough of Barnegat Light 10 East 7th St Barnegat Light, NJ 08006 P: 609-494-9196 F: 609-494-4827	2018 Road Reconstruction & Improvements East 23rd St	Owen, Little & Associates 443 Atlantic City Blvd Beachwood, NJ 08722 P:732-244-1090 F:732-341-3412	\$ 265,527.80	July-20
Charles Maradino LLC PO Box 20 Milmay, NJ 08340 P:856-691-9963	Vineland - Resurfacing of West Ave	City of Vineland 640 E Wood St Vineland, NJ 08360	\$ 84,689.42	June-20
Borough of Ship Bottom 1621 Long Beach Blvd Ship Bottom, NJ 08008 P: 609-494-1614	2018 Road Reconstruction/Improvement Project - 14th, 15th & 16th Streets and Water & Sewer Construction 14th & 16th Streets	Owen, Little & Associates 443 Atlantic City Blvd Beachwood, NJ 08722 P:732-244-1090 F:732-341-3412	\$ 564,079.87	June-20
City of Ventnor 6201 Atlantic Ave Ventnor, NJ 08406 P: 609-823-7917 F: 609-822-0214	Reconstruction of Swarthmore & Burke Avenue Driveways	Remington & Vernick Engineers 845 North Main St Pleasantville, NJ 08232 P: 609-645-7110 F: 609-645-7076	\$ 351,091.15	June-20
City of Cape May 643 Washington St Cape May, NJ 08204 P: 609-884-9525 F: 609-884-8589	Reconstruction of NJ Ave	Mott MacDonald Group 211 Bayberry Dr, Suite 1A Cape May Court House, NJ 08210 P: 609-465-9377 F: 609-465-5270	\$ 792,090.40	June-20
Beach Haven Borough 300 Engleside Ave Beach Haven, NJ 08008 P: 609-492-0111 F: 609-492-1109	2017 Road Reconstruction & Improvements - Amber Street	Owen, Little & Associates Inc. 443 Atlantic City Blvd Beachwood, NJ 08722 P:732-244-1090 F:732-341-3412	\$ 256,885.67	June-20
Arawak Paving Co Inc. 7503 Weymouth Rd Hammonton, NJ 08037 P:609-561-4100 F:609-567-4750	14th Ave Reconstruction Weymouth Township	Fralingeer Engineering, PA 629 Shiloh Pike Bridgeton, NJ 08302 P:856-451-2990 F:856-455-9702	\$ 56,549.00	May-20
Charles Maradino LLC PO Box 20 Milmay, NJ 08340 856-691-9963	Ventnor - Winchester Ave Drainage	Remington & Vernick Engineers 845 North Main St Pleasantville, NJ 08232 P:609-645-7710 F:609-645-7076	\$ 204,897.00	March-20
A E Stone, Inc.	Galloway (Atlantic Co) Sixth Ave	County of Atlantic, New Jersey	\$ 377,952.00	April-20



**MATHIS CONSTRUCTION CO., INC. - WORK PERFORMED AND REFERENCES**

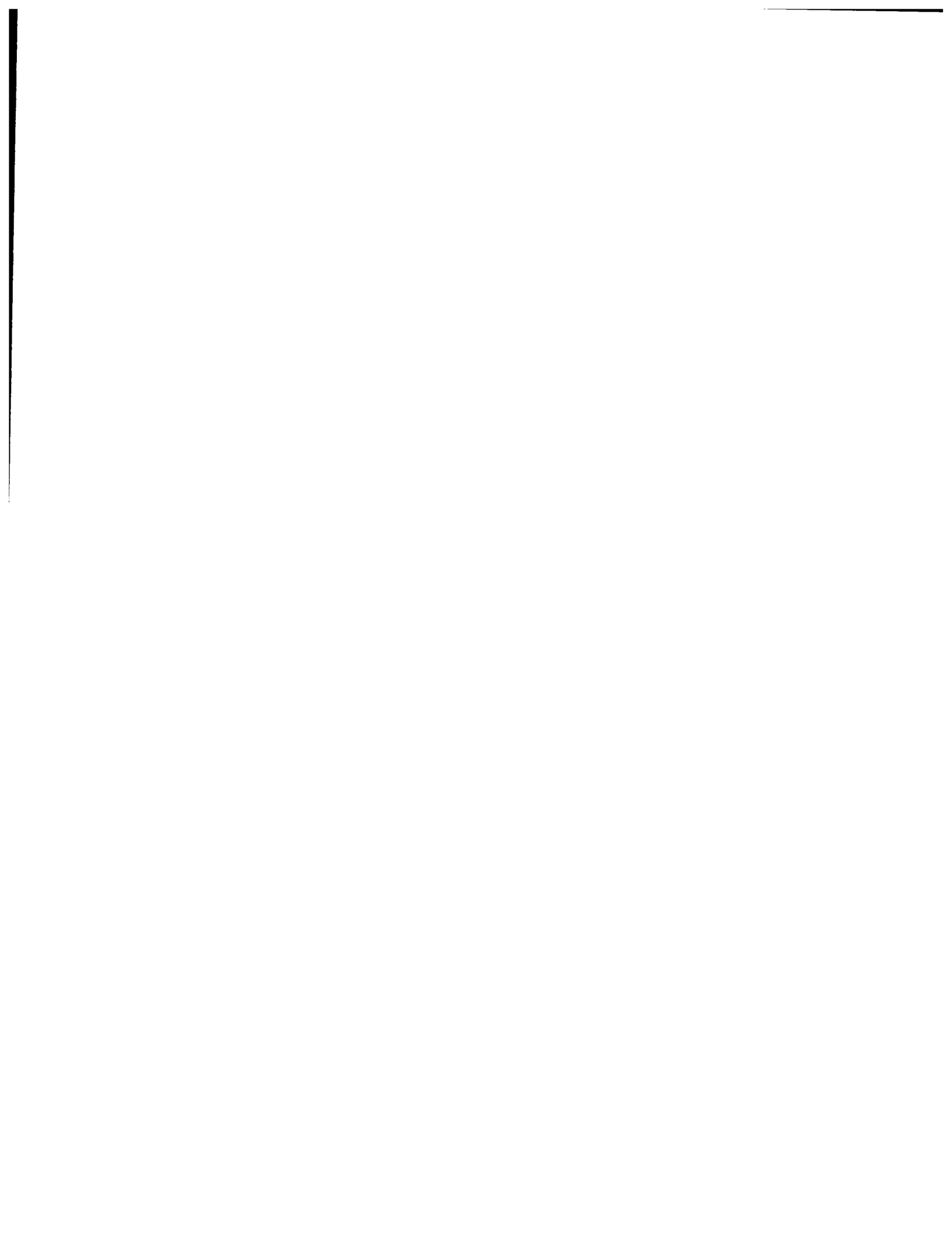
NAME OF OWNER	SITE / DESCRIPTION	ENGINEER	AMOUNT	COMPLETED
1435 Doughty Road Egg Harbor Township, NJ 08234 609-641-2781		1333 Atlantic Ave Atlantic City, NJ 08401		
City of Sea Isle 233 John F Kennedy Blvd Sea Isle City, NJ 08243 P: 609-263-4461 F: 609-263-6139	38th Street Drainage Area Stormwater Pump Station	Maser Consulting, PA 500 Scarborough Dr, Suite 108 Egg Harbor Township, NJ 08234 P: 609-910-4068 F: 609-390-0040	\$ 813,289.06	January-20
Wickberg Marine Contracting PO Box 558 Farmingdale, NJ 07727 732-644-9267	Mystic Island Maintenance Dredging Project, Phase I		\$ 938,494.50	January-20
Charles Marandino, LLC PO Box 20 Milmay, NJ 08340 856-691-9963	Wenonah 2019 Infrastructure Improvement Project	The Pettit Group LLC 497 Center St Sewell, NJ 08080	\$ 344,886.00	January-20
Arawak Paving Co Inc. 7503 Weymouth Road Hammonton, NJ 08037 P:609-561-4100 F:609-567-4750	2019 Road Program Tabernacle Township, NJAPC#1008	Dante Guzzi Engineering Associates 418 Stokes Road, PO Box 1625 Medford, NJ 08055 P:609-654-4440 F:609-654-7792	\$ 39,757.00	January-20
Charles Maradino LLC PO Box 20 Milmay, NJ 08340 856-691-9963	Camden County Hopkins Ave	Key Engineers 80 S White Horse Pike Berlin, NJ 08009	\$ 152,724.00	October-19
Northern Burlington Co Reg. Sch. I 160 Mansfield Rd Columbus, NJ 08022 P:609-298-3900 F:609-298-3154	Paving & Utility Work at N Burlington Regiona HS	Fraytak Veisz Hopkins Duthie, PC 1515 Lower Ferry Road Trenton, NJ 08618 P:609-883-7101 F:609-883-2694	\$ 1,705,652.59	September-19
Little Egg Harbor Township 665 Radio Road Little Egg Harbor, NJ 08087 P: 609-296-7241	Demolition of All Structures		\$ 51,959.00	November-19
City of Bordentown 324 Farnsworth Ave Bordentown, NJ 08505 P: 609-298-0604 F: 609-298-8467	Watermain Improvements & 2017 NJDOT Trust Fund Resuracing of E Burlington	Remington & Vernick Engineers Lincoln Blvd, Suite 600 101 Route 130 Cinnaminson, NJ 08077 P: 856-303-1245 F: 856-303-1249	\$ 675,532.00	July-19
Borough of Avalon 3100 Dune Drive Avalon, NJ 08202 P: 609-967-8200	Reconstruction of 35th Street	Mott MacDonald Group 211 Bayberry Dr, Suite 1A Cape May Court House, NJ 08210 P:609-465-9377 E: americas@mottmat.com	\$ 376,910.76	July-19
Ocean County 101 Hooper Ave Toms River, NJ 08754 P:609-929-2130	Park & Ride Facility at Garden State Parkway Exit 58	Ocean County Engineer 129 Hooper Ave Toms River, NJ 08087 P:609-929-2130	\$ 458,573.24	July-19
Arawak Paving Company 7503 Weymouth Road Hammonton, NJ 08037 P:609-561-4100 F:609-567-4750	Heron Road, Borough of Tuckerton	Owen, Little & Associates Inc. 443 Atlantic City Blvd Beachwood, NJ 08722 732-244-1090 <a href="mailto:flittle@owenlittle.com">flittle@owenlittle.com</a>	\$ 150,851.50	April-19
Township of Gloucester 1261 Chews Landing-Clemington R	Lincoln Driver Stormwater Piping & Headwall Replacement	Consulting Engineer Services 645 Berlin-Cross Keys Road, Ste 1	\$310,431.00	April-19





**MATHIS CONSTRUCTION CO., INC. - WORK PERFORMED AND REFERENCES**

NAME OF OWNER	SITE / DESCRIPTION	ENGINEER	AMOUNT	COMPLETED
Gloucester Township, NJ 08012 P: 856-228-4000 E: glotwp@glotwp.com		Sicklerville, NJ 08061 P: 856-228-2200 F: 856-232-2346 E: design@ces-1.com		
Charles Marandino, LLC PO Box 20 Milmay, NJ 08340 856-691-9963	City of Cape May Reconst. Of Penn Ave.	Mott MacDonald Group 211 Bayberry Dr, Suite 1A Cape May Court House, NJ 08210	\$ 157,982.62	May-19
Arawak Paving Company 7503 Weymouth Road Hammonton, NJ 08037 P:609-561-4100 F:609-567-4750	2018 Road Program, Bartlett, VanSant, Marie City of Linwood	Polistina Associates, LLC 6684 Washington Ave Egg Harbor Twp, NJ 08234 P: 609-646-2950	\$ 71,235.00	January-19
Beach Haven Sewerage Authority Nelson & West Avenues Beach Haven, NJ 08008 P:609-492-4375 E: bhsa@comcast.net	2018 Sanitary Sewer Reconst/Improve Project- 5th St & Atlantic Ave	Owen, Little & Associates Inc. 443 Atlantic City Blvd Beachwood, NJ 08722 732-244-1090 <a href="mailto:flittle@owenlittle.com">flittle@owenlittle.com</a>	\$ 217,118.00	April-19
R.S. Carpentry 156 Cox Ave West Creek, NJ 08092	Installation of water & sewer lines to new home and connect to township Loveladies, Long Beach Island, NJ		\$ 145,342.77	December-18
Borough of Beach Haven 300 Engleside Ave Beach Haven, NJ 08008 609-492-0111	2014 Road Reconstruction/ Improvement - Engleside Ave	Owen, Little & Associates Inc. 443 Atlantic City Blvd Beachwood, NJ 08722 732-244-1090	\$ 353,438.39	October-18
Egg Harbor City 500 London Ave Egg Harbor City, NJ 08215 P:609-965-0081 F:609-965-0715	Diesterweg St	Remington & Vernick 232 Kings Highway East Haddonfield, NJ 08033 856-795-9595	\$ 358,586.67	October-18
Township of Commercial 1768 Main St Port Norris, NJ 08349 P: 856-785-3100 F: 856-785-9420	Laurel Lake Drainage Improvements- Phase III	Remington & Vernick Engineers Edward Dennis 845 N Main St Pleasantville, NJ 08232 P: 609-645-7110 F: 609-645-7076 E: edward.dennis@rve.com	\$ 226,270.55	August-18
Borough of Beach Haven 300 Engleside Dr Beach Haven, NJ 08008 P: 609-492-0111	2018 Fire Hydrant Replacement Project	Owen, Little & Associates Inc. 443 Atlantic City Blvd Beachwood, NJ 08722 732-244-1090 <a href="mailto:flittle@owenlittle.com">flittle@owenlittle.com</a>	\$ 122,891.00	July-18
Little Egg Harbor MUA 823 Radio Road, PO Box 660 Little Egg Harbor, NJ 08087 P:609-296-1168	Emergency Repairs - 2017-2018 Water & Sewer		\$ 50,411.09	July-18
Delaware River & Bay Authority PO Box 17 New Castle, DE 19720	Cape May Airport Drainage Swale Improvements	Delaware River & Bay Authority PO Box 17 New Castle, DE 19720	\$ 711,751.84	June-18
Arawak Paving Co Inc 7503 Weymouth Rd Hammonton, NJ 08037 609-561-4100	Pinehurst & Seminole Drive	T&M 1144 Hooper Ave, Suite 202 Toms River, NJ 08753 P: 732-473-3400	\$ 84,232.60	June-18
Township of Barnegat 900 West Bay Ave Barnegat, NJ 08005	Barnegat Blvd Sanitary Sewer Rehab	CME Associates John Hess 849 West Bay Ave, Suite 7	\$ 216,654.68	February-18



**MATHIS CONSTRUCTION CO., INC. - WORK PERFORMED AND REFERENCES**

<b>NAME OF OWNER</b>	<b>SITE / DESCRIPTION</b>	<b>ENGINEER</b>	<b>AMOUNT</b>	<b>COMPLETED</b>
609-698-0080		Barneget, NJ 08005 732-410-2650		
Borough of Avalon 3100 Dune Drive Avalon, NJ 08202 609-967-8200	Ocean Drive Sanitary Sewer Improvement	Mott MacDonald 833 Route 9 North, PO Box 373 Cape May Court House, NJ 08210 609-465-9377	\$ 3,199,796.00	January-18
Little Egg Harbor MUA 823 Radio Road, PO Box 660 Little Egg Harbor, NJ 08087	Pump Station #3 Rehabilitation Upgrades	Remington Vernick & Vena Steven Williams 9 Allen St Toms River, NJ 08753 732-286-9220	\$ 895,246.42	December-17
Arawak Paving Co Inc 7503 Weymouth Rd Hammonton, NJ 08037	Improvements to Otis Bog Road Little Egg Harbor Township		\$ 26,657.64	October-17
GT Holdings LLC 1535 Route 539 Little Egg Harbor, NJ 08087 609-226-8403	Shooters Phase II	Nelke, Constantine & Assoc, Inc. 590 RT 539, Suite 4 PO Box 281 Tuckerton, NJ 08087 609-296-8100	\$ 470,902.37	November-17
Town of Hammonton 100 Central Ave Hammonton, NJ 08037	Valley Ave & Broadway Utility Improvements	Adams, Rehmann & Heggan 850 S White Horse Pike Hammonton, NJ 08037 609-561-0482	\$ 2,579,954.00	September-17
Ocean County PO Box 2191 Toms River, NJ 08754	Stormwater Management	Ocean County Engineer PO Box 2191 Toms River, NJ 08754 732-929-2130	\$ 715,658.23	July-17
Charles Marandino, LLC PO Box 20 Milmay, NJ 08340 856-691-9963	City of W Wildwood 2016 Road Program	Remington, Vernick & Walberg Enginee 4907 New Jersey Avenue Wildwood, NJ 08260 609-522-5150	\$ 295,485.87	June-17
Brick Township MUA 1551 Highway 88 West Brick, NJ 08724	Water Main Replacement Dickenson Road	Maser Consulting PA 331 Newman Springs Road, Suite 203 Red Bank, NJ 07701 732-383-1950	\$ 370,116.18	May-17
Brick Township MUA 1551 Highway 88 West Brick, NJ 08724	Sanitary Sewer Replacement Dickenson Road	Maser Consulting PA 331 Newman Springs Road, Suite 203 Red Bank, NJ 07701 732-383-1950	\$ 300,483.50	May-17
Charles Marandino, LLC PO Box 20 Milmay, NJ 08340 856-691-9963	City of Wildwood Reconstruction of Park Blvd & Spicer	Remington, Vernick & Walberg Enginee 4907 New Jersey Avenue Wildwood, NJ 08260 609-522-5150	\$ 78,367.00	February-17
Pollution Control Financing of Camden County 9600 River Road Pennsauken, NJ 08110 856-665-8787	Pennsauken Sanitary Landfill Screen Project	Pollution Control Financing of Camden County 9600 River Road Pennsauken, NJ 08110 856-665-8787	\$ 63,353.45	Feb-17
City of Gloucester City 512 Monmouth St Glouester City, NJ 08030	Replacement of Hudson Street Water & Sewer Mains Project	Remington & Vernick Engineers, Inc. 232 Kings Highway East Haddonfield, NJ 08033 856-795-9595	\$ 410,131.29	January-17
Township of Winslow 125 S Route 73	Lehigh Manor Drive Sanitary Sewer Repair Project	Remington & Vernick 232 Kings Highway East	\$ 85,795.57	August-16



**MATHIS CONSTRUCTION CO., INC. - WORK PERFORMED AND REFERENCES**

<b>NAME OF OWNER</b>	<b>SITE / DESCRIPTION</b>	<b>ENGINEER</b>	<b>AMOUNT</b>	<b>COMPLETED</b>
Braddock, NJ 08037		Haddonfield, NJ 08033		
Township of Washington 523 Egg Harbor Road Sewell, NJ 08080	Stable Driver Drainage Improvement	Remington & Vernick Engineers, Inc. 232 Kings Highway East Haddonfield, NJ 08033 856-795-9595	\$ 216,484.00	August-16
Borough of Tuckerton 420 E Main St Tuckerton, NJ 08087	2015 Water & Sewer Main Replacement	Owen Little & Associates 443 Atlantic City Blvd Beachwood, NJ 08722 732-244-1090	\$ 2,768,743.32	July-16
Borough of Beach Haven 300 Engleside Ave Beach Haven, NJ 08008	2016 Stormwater Replacement Project Pennsylvania Ave & 7th St	Owen, Little & Associates Inc. 443 Atlantic City Blvd Beachwood, NJ 08722 732-244-1090	\$ 107,683.92	July-16
City of Cape May 645 Washington St Cape May, NJ 08204	Hughes St & Stockton Place Water & Sewer Replacement	Hatch Mott MacDonald 833 Rt 9 No. Cape May Court House, NJ 08210 609-465-9377	\$ 535,634.00	May-16
Arawak Paving Co Inc 7503 Weymouth Rd Hammonton, NJ 08037	Ridge Road Middle Township NJ	Remington, Vernick & Walberg 4907 New Jersey Ave Wildwood, NJ 08260 609-522-5150	\$ 222,688.00	June-16
Charles Maradino LLC PO Box 20 Milmay, NJ 08340 856-691-9963	City of Hammonton 2013 Hammonton Utility & Road Program	adams, rehmann & heggan Assoc, Inc. 850 S White Horse Pike PO Box 579 Hammonton, NJ 08037	\$ 2,550,073.03	June-16
ACUA (Atlantic County Utilities Auth) PO Box 966 Pleasantville, NJ 08232 609-272-6950	Construction of Pinelands Park Sewer Main	ACUA	\$ 379,522.00	May-16
Ventnor City 6201 Atlantic Ave Ventnor, NJ 08406 609-823-7901	Ventnor Garden Pump Station	Ventnor City Engineer 6201 Atlantic Ave Ventnor, NJ 08406 609-823-7901 x 1901	\$ 1,525,422.59	April-16
AE Stone, Inc. 1435 Doughty Rd Egg Harbor Township, NJ 08234	Delilah Road, Atlantic County	KS Engineers 1000 Bishops Gate Blvd, Ste 102 Mount Laurel, NJ 08054	\$ 123,000.00	January-16
AE Stone, Inc. 1435 Doughty Rd Egg Harbor Township, NJ 08234	Stafford Township 2013 Road Program	CME Associates 1460 Route 9 South Howell, NJ 07731 732-462-7400	\$ 35,046.51	October-15
Township of Toms River 33 Washington St Toms River, NJ 08753 732-341-1000	Riverwood Park Restroom Building & Sewer Main Extension	Township Engineer Robert J Chankalian, PE, CME 33 Wasington St Toms River, NJ 08753	\$ 679,308.73	September-15
Arawak Paving Co., Inc. 7503 Weymouth Road Hammonton, NJ 08037 609-561-4100	2014 LEHT Road Program Division, Allen & Lakeside Dr	T & M Assoc 9 Grand Ave, Bldg 1 Toms River, NJ 08753	\$ 83,958.00	August-15
Township of Toms River 33 Washington St Toms River, NJ 08753 732-341-1000	Reconstruction of Ortlely Road & Sewer Repair Project #2	Remington Vernick & Vena Steven Williams 9 Allen St Toms River, NJ 08753 732-286-9220	\$ 1,246,650.00	July-15
Winslow Township	15 Inch Sanitary Sewer	Churchill Engineers	\$2,042,033.00	June-15



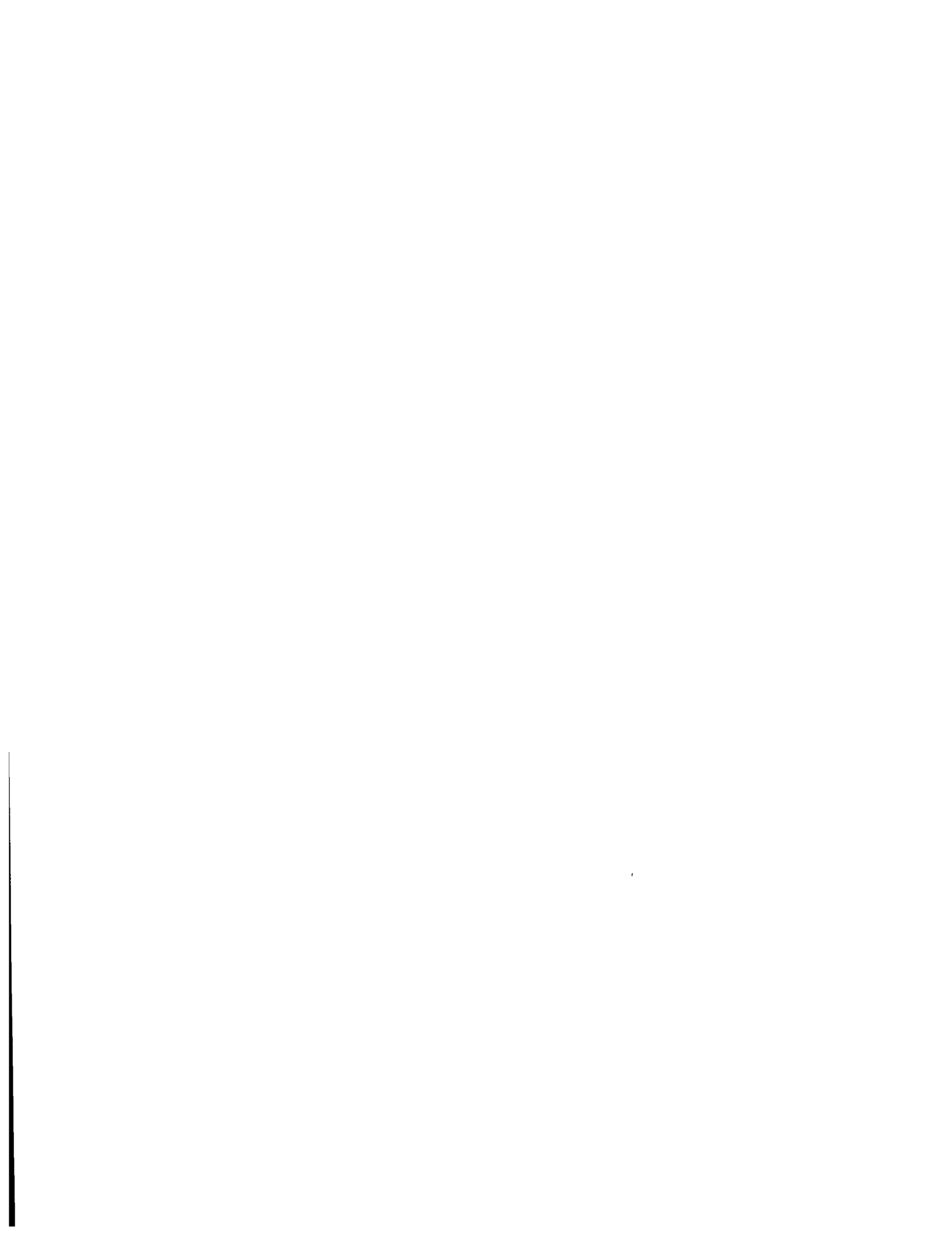
**MATHIS CONSTRUCTION CO., INC. - WORK PERFORMED AND REFERENCES**

<b>NAME OF OWNER</b>	<b>SITE / DESCRIPTION</b>	<b>ENGINEER</b>	<b>AMOUNT</b>	<b>COMPLETED</b>
125 S Route 73 Braddock, NJ 08037		Luis Garcia 344 N Route 73, Ste A Berlin, NJ 08009 856-767-6901		
Borough of Ship Bottom 1621 Long Beach Blvd Ship Bottom, NJ 08008 609-494-2171	2013 Road Reconstruction/ Improvement Project Pennsylvania Ave, Ship Bottom	Owen Little & Assoc., Inc. 443 Atlantic City Blvd Beachwood, NJ 08722	\$ 225,296.01	June-15
Toms River MUA 340 Water Street Toms River, NJ 08753 732-240-3500	Delaware Ave Sewer Removal & Replacement	Nicholas Otten, PE Toms River MUA 340 Water Street Toms River, NJ 08753 732-240-3500 x 126	\$129,998.00	May-15
Two Rivers Water Reclamation Aut Bio Filters Mitigation One Highland Ave Monmouth Beach, NJ 07750 732-229-8578		Paulus, Sokolowski & Sartor, LLC 67A Mountain Blvd Extension PO Box 4039 Warren, NJ 07059 732-560-9700	\$ 149,900.00	February-15





MATHIS CONSTRUCTION CO INC 1510 Route 539, Suite 1 Little Egg Harbor, NJ 08087		SCHEDULE OF WORK ON HAND AS OF 10/19/2022					
NAME OF OWNER	NAME OF PROJECT	PRIME OR SUBCONTRACT	CONTRACT AMOUNT	AMOUNT BILLED	RETAINAGE	COST TO BE COMPLETED	
Bordentown	Watermain Improvements & resurfacing of E Burlington St	x	\$ 675,531.54	\$ 675,531.54	\$ 13,450.54	\$ -	
Ocean County	Vehicle & Operating Persons for Supplemental Hauling	x	\$ 459,500.00	\$ -	\$ -	\$ 459,500.00	
Ship Bottom Borough	2022 Emergency Repairs	x	\$ 125,966.00	\$ 2,101.00	\$ 42.02	\$ 123,865.00	
No Burlington Co School District	Paving & Utility Work	x	\$ 1,720,852.59	\$ 1,720,852.59	\$ -	\$ -	
Somers Point	2019 Emergency Repairs	x	\$ 275,260.00	\$ 6,325.97	\$ -	\$ 268,934.03	
Ocean County	Storm Water Management - Various Twps	x	\$ 230,976.86	\$ 204,151.86	\$ 4,083.04	\$ 26,825.00	
Borough of Ship Bottom	2020 Water & Sewer Main Replacement	x	\$ 8,246,216.81	\$ 8,246,216.81	\$ 164,924.35	\$ -	
City of Margate	Amherst Ave Phase 1	x	\$ 947,572.66	\$ 904,441.35	\$ 18,088.82	\$ 43,131.31	
Long Beach Township	2020 North Beach Sewer Main Replacement	x	\$ 3,774,369.35	\$ 2,097,136.88	\$ 41,942.73	\$ 1,677,232.47	
Barnegat Light	2020 Road Reconstruction Improvement W. 13th	x	\$ 239,069.44	\$ 140,521.20	\$ 2,810.42	\$ 98,548.24	
Barnegat Light	2022 Emergency Repairs	x	\$ 121,707.00	\$ 1,601.00	\$ 32.02	\$ 120,106.00	
Somers Point	2021 Stormwater Repairs	x	\$ 271,263.00	\$ 268,634.10	\$ 5,372.68	\$ 2,628.90	
Township of Tabernacle	2021 Drainage Improvements	x	\$ 586,315.00	\$ 498,497.60	\$ 9,969.95	\$ 87,817.40	
Little Egg Harbor	MUA Emergency Repairs	x	\$ 54,305.10	\$ -	\$ -	\$ 54,305.10	
Borough of Buena	Reconstruction of S. Blvd. Drainage Improvement	x	\$ 157,047.00	\$ -	\$ -	\$ 157,047.00	
Sea Isle City	Sanitary Sewer & Replacement	x	\$ 898,061.00	\$ -	\$ -	\$ 898,061.00	
Hamilton Township MUA	Atlantic Ave. Water Main Replacement	x	\$ 482,202.85	\$ -	\$ -	\$ 482,202.85	
Egg Harbor Township MUA	Emergency Sanitary Repairs & Misc Maintenance	x	\$ 283,604.36	\$ -	\$ -	\$ 283,604.36	
Somers Point	2022 Emergency Sanitary Repairs & Misc. Maintenance	x	\$ 277,386.00	\$ -	\$ -	\$ 277,386.00	
Borough of Clementon	Road Program & Water Main Replacement	x	\$ 797,104.50	\$ -	\$ -	\$ 797,104.50	
State of New Jersey	Road Gravel Wharton State Forest	x	\$ 39,960.00	\$ -	\$ -	\$ 39,960.00	
<b>TOTALS</b>			<b>\$20,664,271.06</b>	<b>\$14,766,011.90</b>	<b>\$260,716.57</b>	<b>\$5,898,259.16</b>	



**EQUIPMENT CERTIFICATION**


**INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:**

If the BIDDER owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the BIDDER not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

**PART 1**

"This is to certify that I, the BIDDER, signing the attached Proposal, own, lease or control all the necessary equipment required to accomplish the work shown and described on the Contract Drawings and in the Contract Specifications".

11-3-2022  
Date

  
Signature of BIDDER Christopher D Mathis, President

**PART 2**

"This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant or will grant the BIDDER named below the control of said equipment during such time as may be required for that portion of the work described on the Contract Drawings and in the Contract Specifications for which said equipment is necessary".

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner or  
Controller of Equipment

\_\_\_\_\_  
Name of BIDDER

\_\_\_\_\_  
Business Address and  
Telephone Number of Above

**LIST OF EQUIPMENT**

See Attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

(Attach Additional Sheets as Required)



**MATHIS CONSTRUCTION CO INC**

1510 Route 539, Ste 1

Little Egg Harbor, New Jersey 08087

**EQUIPMENT LIST**

EQUIP #	DESCRIPTION
M-41	1983 Fiat Allis Rubber Tire Loader
M-47	1978 P & H Excavator Track Hoe Excavator
M-57	1985 John Deere Scraper Pan
M-79	1978 Caterpillar Dozer
M-81	1984 Case Backhoe w/ Extendable Boom
M-86	1965 Sheep's Foot Tow Roller
M-87	1985 Dresser Rubber Tire Loader
M-88	1976 John Deere Scraper Pan
M-92	1965 Cedar Rapids Track Paver
M-96	u/k Sheep's Foot Tow Compactor
M-99	1990 Ford Tractor Broom
M-100	1973 Caterpillar Rubber Tire Loader
M-101	1987 Komatsu Track Hoe Excavator
M-105	1988 John Deere Backhoe
M-109	1992 Komatsu Track Hoe Excavator
M-112	1994 Komatsu Dozer
M-115	1983 Caterpillar Track Hoe Excavator
M-116	1999 Komatsu Dozer
M-117	2000 Ingersoll Rand Vibratory Compactor
M-118	2002 Caterpillar Rubber Tire Loader w/ Quick Coupler
M-119	2000 Asphalt Zipper
M-121	2003 Caterpillar 4x4 Backhoe w/ Extendable Boom
M-125	2003 Lay More Ride On Broom
M-127	2002 Vermeer 18" Chipper
M-128	2004 Komatsu Track Hoe Excavator
M-129	2004 Komatsu Dozer
M-130	1983 Rex 3 Tn. Vibratory Asphalt Roller
M-131	1986 Dresser 10-12 Tn.Vibratory Asphalt Roller
M-132	1991 Bomag 5 Tn. Vibratory Roller
M-133	2005 Caterpillar Dozer
M-134	1990 Barber Green Track Paver
M-136	2003 Power Screen Track Screen Plant
M-137	2005 Komatsu Rubber Tire Loader w/Quick Coupler
M-138	1989 CMI Roto Mill
M-139	2006 Gehl Manure Spreader
M-140	1992 AquaTech Trailer Mtg. Sewer Vac
M-141	1992 AquaTech Trailer Mtg. Sewer Jetter
M-143	U/K MEC 20ft. Travel Lift
M-144	2010 Komatsu Track Hoe Excavator
M-147	2011 Caterpillar 4x4 Back Hoe w/ Extendable Boom
M-148	2005 Rammex
M-149	2005 Rammex
M-150	2005 Rammex
M-151	2000 Rammex (parts)
M-152	Turbo Turf Hydro Seeder 1000 Gal.
M-153	2012 McElroy Fusing Machine
M-154	2011 Komatsu Wheel Loader
M-157	2011 Cat Skidsteer Loader
M-158	2011 24" Mill Head (Cat)
M-159	2011 Hydraulic Hammer (Cat)
M-160	2002 950G G. P. Bucket
M-161	2002 950G Forks
M-162	2002 950G Side Dump
M-163	2005 WA 380 G.P. Bucket (JRB) - M137
M-164	2005 WA 380 Forks (JRB) - M137
M-165	2005 WA 380 Side Dump (JRB) - M137
M-166	2011 WA 250 G.P. Bucket (JRB) - M154
M-167	2011 WA 250 Forks (JRB) - M154
M-168	2011 WA 250 Side Dump (JEM) - M154
M-169	2006 Rammex
M-170	2012 Stone Roller
M-171	2012 Case SV300 Skid Steer Loader 84" Grapple Bucket 48" Forks
M-172	2012 Case SV300 Skid Steer Loader 73" Grapple Bucket 48" Forks
M-173	2012 Geith Grapple set w/ 90mm pin stiff arm
M-174	2001 JLG 460SJ - Platform Lift
M-175	Hydraulic Hammer (Indeco)
M-176	2012 Cat 262C2 Skid Steer
M-177	2012 Cat 262C Skid Steer
M-178	2011 Cat 314DLCR Excavator
M-179	2012 Komatsu WA250-6 Wheel Loader 2012 Forks 2012 S/Dump 2012 G/Purpose
M180	Moxy End Dump 7235B
M181	Moxy End Dump 7235B
M182	Ingersoll Rand Dirt Roller
M183	Ingersoll Rand Dirt Roller
M184	Ingersoll Rand Roller
M185	Carlton Stump Grinder
M186	Caterpillar Road Grader
M187	Caterpillar Road Grader

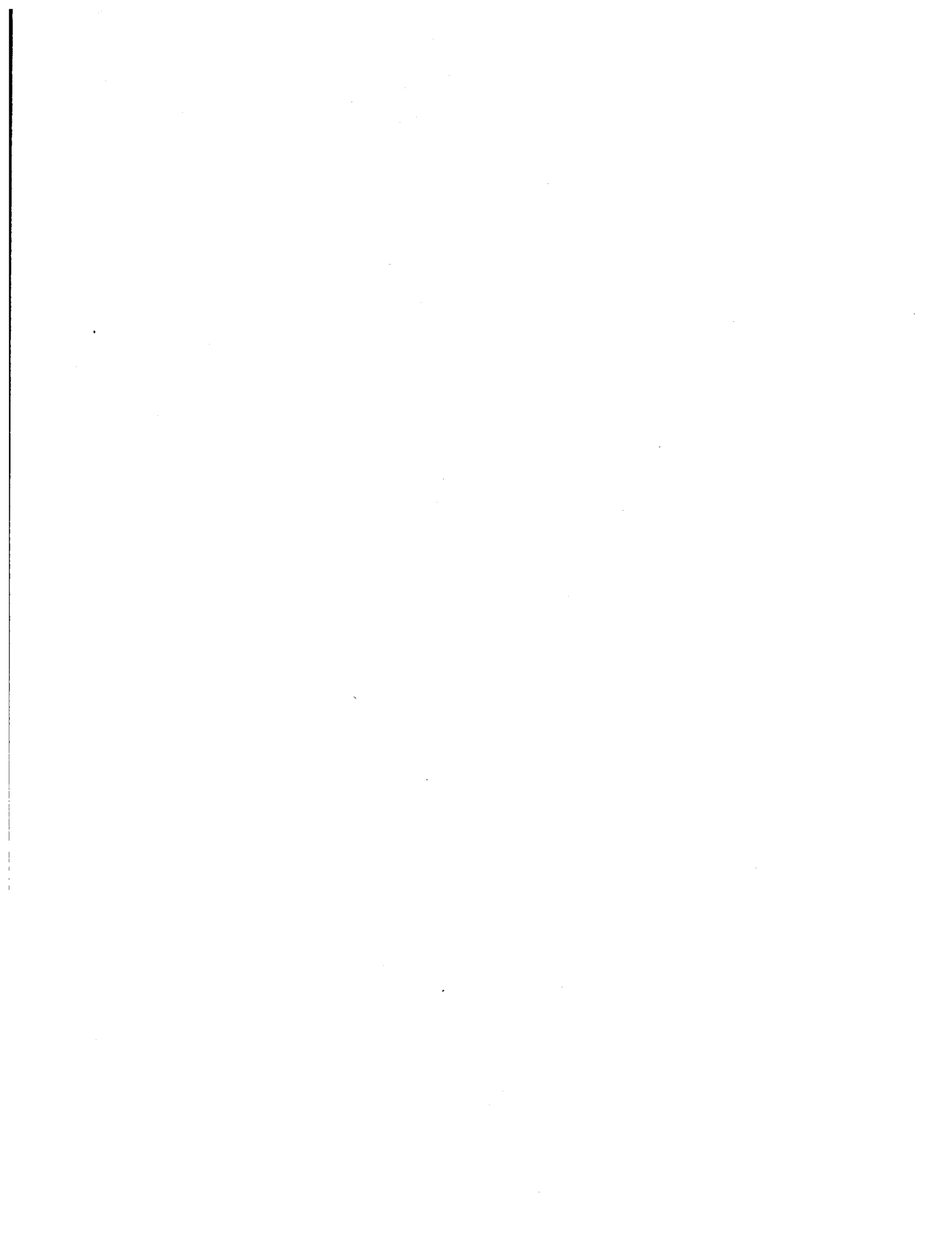
EQUIP #	DESCRIPTION
M188	2012 Kubota
M189	2013 Case 850L Crawler Dozer
M190	Bobcat LT313 Trencher attachment
M192	Rammex P33/24HHMR
M194	2013 Caterpillar Track Type Tractor
M195	2014 Case 580N Loader Backhoe
M196	Power Pack, Jackes & Bases
M197	2013 Heli Pile Equipment
M198	2014 Kubota 31HP 60" Mower
M201	2015 Allied 1600 HoPac - attachment for M178
M202	2016 6 Hole Unified Jack Machine w/ End Mount
M203	2005 Komatsu PC228 Hydraulic Excavator
M204	2016 8" Godwin Dewatering Pump

VEH#	DESCRIPTION
MT36	1970 MACK TRACTOR
MT80	1974 MACK TANDEM DUMP
MT81	1978 MACK TANDEM DUMP
MT82	1978 MACK TANDEM DUMP
MT83	1974 MACK TANDEM DUMP
MT84	1978 MACK TRACTOR
MT99	1979 MACK TRIAXLE DUMP
MT108	2000 FORD F250 PICKUP
MT111	2002 FORD F550 UTILITY
MT116	1992 MACK TRIAXLE DUMP
MT118	2001 MACK TRACTOR
MT120	2002 GMC SINGLE AXLE DUMP
MT 125	2005 FORD F350 EXTRA CAB UTILITY
MT 128	2006 FORD F350 4X4 EXTRA CAB UTILITY
MT 130	2007 MACK CV713 TRI AXLE DUMP
MT 131	2011 FORD F 350 UTILITY
MT 132	2009 FREIGHTLINER
MT 133	2011 FORD F 350 UTILITY
MT 134	2011 FORD F450 UTILITY
MT 135	2011 GMC SIERRA 2500
MT 136	2011 GMC SIERRA 2500
MT 137	2012 FORD F35N SUPERCAB
MT 138	2000 CHE STU BUS
MT139	2013 MACK - AMER ROLLOFF BODY
MT140	2004 MACK GRANITE TRI AXLE DUMP
MT141	2001 STERLING TRI AXLE DUMP
MT142	2013 GMC Yukon XL Denali
MT143	1995 international 4700 (Service Truck)
MT144	1980 Ford C80 - PARTS ONLY
MT146	2014 Lincoln MKS
MT147	2000 FREIGHTLINER FL70
MT148	1993 INTERNATIONAL TRUCK
MT150	2001 Isuzu NPR Truck
MT151	1999 Int'l Tri Axle Dump
MT152	2004 GEN Truck
MT154	2003 Che Bus
MT155	2016 Ford F-350
MT156	2002 Sterling Tandem Truck
MT157	2017 Ford F-350 Crew Cab

TRLR#	DESCRIPTION
MV 58	2000 HOMEMADE CONCRETE SAW TRAILER
MV 59	2002 TALBERT 55 TON LOW BED TRAILER
MV 61	2000 ASPHALT ZIPPER TRAILER
MV 62	1980 FRUEHAUF 12 FT. BOX TRAILER
MV 63	2004 P J 6 TN TAG A LONG TRAILER
MV 64	2004 P J 5 TN TAG A LONG TRAILER
MV 65	1997 HOME MADE 6 TN TAG A LONG TRAILER
MV 66	STECO DEMO TRAILER 50 YARDS.
MV 67	30 YD DUMPSTER
MV 68	30 YD DUMPSTER
MV 69	1997 INTERSTATE 10TN TAG A LONG
MV 70	2005 PJ STN. TAG ALONG TRAILER
MV 71	2005 LOAD TRAIL STN. DUMP TRAILER
MV 72	1997 GREAT DANE VAN TRAILER 48'
MV 73	1995 GREAT DANE VAN TRAILER 48'
MV 75	40' SHIPPING CONTAINER
MV 80	1997 EAST 45' ALUM REFUSE TRAILER
MV 81	1996 GREAT DANE High Flat Trailer
MV 82	8' x 10' Landscape Trailer (homemade)
MV 83	2013 Talbert 55Tn Low Bed Trailer
MV 84	1989Trailking 20tn Tag-a-long
MV 85	2006 Drop Deck Trailer
MV86	2006 Dow 7 Tn Tag-a-long Trailer (Black)
MV87	2003 Landscape Utility Trailer (green)
MV88	2009 Fruehauf - 7500 Gal Tanker
MV89	4' x 8' Home-made Trailer
MV90	2009 Vorteq Barrier
MV91	2009 Vorteq Barrier

MISCELLANEOUS SMALL EQUIPMENT
Chain saws
Pumps
Electric Portable Generator
Flat Plate Compactors
All Purpose Saws
Trench Boxes/Manhole Boxes
Arrow Board Signs
Well Point System, Header & Points 500 LF
Dewatering Systems
Light Towers
Traffic Control Equipment
(Cones, Barricades, Detour Signs)

\*\*Many other small pieces available upon request\*\*



**ACKNOWLEDGMENT OF LIQUIDATED DAMAGES**

Bidder acknowledges and certifies that Bidder understands and agrees to the various provisions for liquidated damages listed in the General Conditions and that submission of the bid constitutes acceptance of the provisions regarding and the amounts of liquidated damages that may be assessed each calendar day in the event of any breach. Specifically, Bidder agrees to complete the project in accordance with the Special Conditions Section entitled "Construction Schedule/Time of Completion." Bidder further expressly agrees that in the event Bidder fails to timely and/or properly complete the project in accordance with the conditions of the project that Bidder shall pay the municipality \$500.00 for each day Bidder is in breach as liquidated damages, beginning on the date of Bidder's breach and continuing each day thereafter, as provided in Section entitled "Time For Completion and Liquidated Damages " of the General Conditions. Bidder further acknowledges and agrees that the actual losses arising from Bidder's breach are inherently difficult to quantify given the nature of the project, the foregoing agreed-upon sum does not constitute an unenforceable penalty, the foregoing sum is a reasonable measure of damages, the sum is reasonable based upon the Bidder's experience in the industry, and the sum is reasonable given the nature of the losses that may result from any delay to the project. The liquidated damages provisions shall not apply in the event of any delay to the project caused by the municipality.

Submitted to the Borough of Surf City

a Corporation

by Mathis Construction Co Inc

a Co-partnership

an Individual

Principal Office: 1510 Route 539 Suite 1 Little Egg Harbor NJ 08087

Corporate Officer Signature:  \_\_\_\_\_

Print Corporate Officer Name: Christopher D Mathis, President





**ACKNOWLEDGEMENT OF  
PREVAILING WAGE**

Contractor certifies that all State prevailing wage regulations, as well as the State and Federal Labor Standards Provisions where applicable, will apply.

Signature: 

Print Name: Christopher D Mathis, President



**ACKNOWLEDGEMENT OF  
ALTERNATIVE DISPUTE RESOLUTION CLAUSE (ADR)**

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-50, contractor acknowledges and agrees to the following:

In the event that any construction dispute arises between the parties that the parties cannot themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be submitted to binding arbitration to be conducted by JAMS and shall be governed by the JAMS Comprehensive Arbitration Rules & Procedures and the laws of the State of New Jersey. Each party shall pay for one-half of the JAMS costs, except that the prevailing party in any such binding arbitration shall be awarded its reasonable attorneys' fees and costs relating thereto. The alternative dispute resolution practices required by this section shall not apply to disputes concerning the bid solicitation or award process, bid withdrawal, or to the formation of contracts or subcontracts to be entered into pursuant to P.L.1971, c. 198 (C. 40A:11-1, *et seq.*). Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering, or management, or whenever more than one dispute of a similar nature arises under a construction contract, or related construction contracts, upon the demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determines that such joinder is inappropriate. Finally, nothing set forth herein shall prevent any party from seeking injunctive or declaratory relief in a court of competent jurisdiction at any time.

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



Print Name: \_\_\_\_\_

Christopher D Mathis, President



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

OPS Number: 2022 Municipal Road Reconstruction Project- Proposer: Mathis Construction Co Inc  
Shore Avenue

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule of contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,  
**AND**

Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the Municipality under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

---

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

**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.**

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

---

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Surf City is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify the Borough 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 the certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Surf City and that the Borough at its option may declare any contract(s) resulting from this certification void and unenforceable

Full Name (Print): Christopher D Mathis, Signature:   
Title: President Date: 11-3-22



(REVISED 2016)

**AFFIRMATIVE ACTION AGREEMENT  
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, 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, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

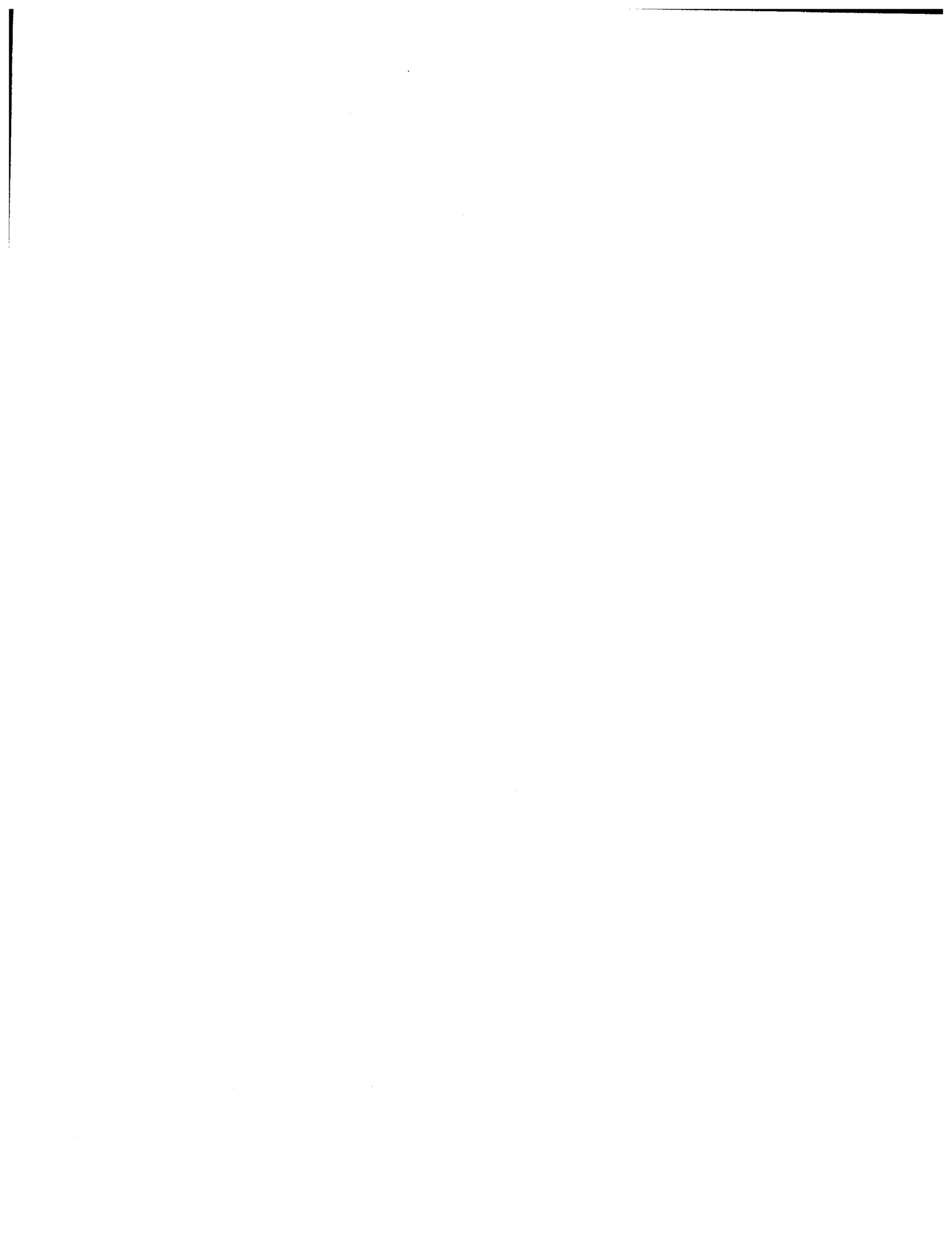
The contractor or subcontractor, where applicable, will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law.

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.





The contractor or subcontractor agrees as may be applicable to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing as established by the Statutes and Court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal Court decisions.

In conforming with applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

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

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

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

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

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



(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

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

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

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

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

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

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

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the Public Agency Compliance Officer and the Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C.



17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the Public Agency Compliance Officer.

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

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

Company: Mathis Construction Co Inc Date: 11-3-2022

Signature:  Title: Christopher D Mathis, President















## State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>

Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):**

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

**List Date: July 1, 2022**



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_

(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the total aggregate sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated \_\_\_ day of \_\_\_\_\_ 20\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.



PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration, then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each  
(Number)  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary By: \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address) \_\_\_\_\_





**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_, hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual)

\_\_\_\_\_ (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporation who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

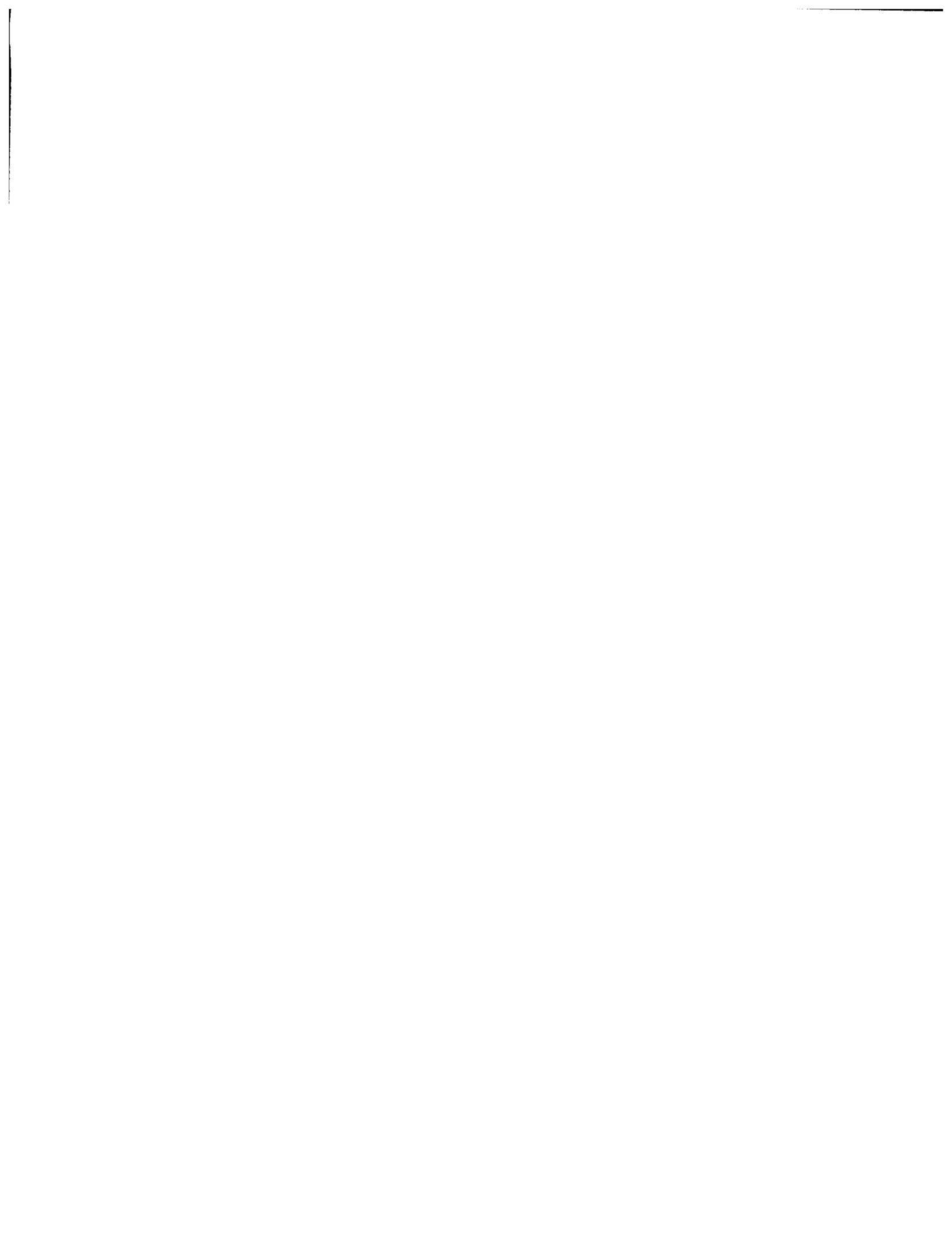
THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that if the OWNER and the PRINCIPAL agree to arbitration then the SURETY shall become a party thereto and be bound by the results of the arbitration.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each of  
(Number)  
which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL) By: \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

(Surety)

ATTEST:

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Address)

**NOTE:** Date of BOND must not be prior to date of Contract.

if CONTRACTOR is partnership, all partners should execute BOND.



**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between \_\_\_\_\_, hereinafter called "OWNER"

(Name of Owner), (an Individual)  
and \_\_\_\_\_ doing business as (an Individual), or (a Partnership,) or (a corporation) hereinafter called CONTRACTOR.

WITNESSTH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of \_\_\_\_\_
  
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
  
3. The CONTRACTOR will commence the work as required by the CONTRACT DOCUMENTS and will complete the same in the time periods specified in the SPECIAL CONDITIONS of the CONTRACT DOCUMENTS unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
  
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of  
\$ \_\_\_\_\_ \$ \_\_\_\_\_  
(Figures) (Price in Words)  
or as shown in the BID Schedule.

5. The term CONTRACT DOCUMENTS means and includes the following:

- Notice to BIDDERS
- Instruction to BIDDERS
- BID Documents
  - Bid/Bid Schedule
  - Bid Guarantee
  - Certificate From A Surety Company
  - Certificate as to Corporate Principal
  - Statement Of Ownership Disclosure
  - List Of Subcontractors
  - Acknowledgement Of Receipt Of Notices, Revisions, Or Addenda
  - New Jersey Business Registration Form
  - Public Works Contractor Registration Form
  - Non-Collusion Affidavit
  - Affirmative Action Affidavit
  - Experience Questionnaire
  - Experience Certification
  - Acknowledgement of Liquidated Damages
  - Acknowledgement of Prevailing Wages
  - Acknowledgement of Alternative Dispute Resolution Clause
  - Disclosure of Investment Activities in Iran
  - Performance Bond
  - Payment Bond
  - Agreement
  - Affirmative Action Agreement
  - Indemnification Agreement
  - Notice Of Award
  - Notice To Proceed



GENERAL CONDITIONS  
SPECIAL CONDITIONS  
TECHNICAL SPECIFICATIONS  
CHANGE ORDER  
RELEASES

DRAWINGS prepared by Owen, Little & Associates, Inc.  
numbered \_\_\_\_\_ through \_\_\_\_\_, and dated \_\_\_\_\_  
SPECIFICATIONS prepared or issued by \_\_\_\_\_  
Owen, Little & Associates, Inc.  
dated \_\_\_\_\_.

ACKNOWLEDGEMENT is hereby made of the following ADDENDA received since the issuance of the Contract Documents:

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_\_

6. The CONTRACT DOCUMENTS comprise the documents as listed in Article 5 of this Agreement. In the event that any provisions of one Document conflict with the provisions of another Document, the provision in the document first listed below shall govern, except as otherwise specifically stated:

- A. Agreement (this Instrument)
- B. Addenda to the Contract Documents
- C. Modifications to the Contract Documents
- D. Remaining legal and procedural documents
  - 1. Bid
  - 2. Notice to Bidders
  - 3. Instruction to Bidders
- E. General Conditions
- F. Special Conditions
- G. Technical Specification
- H. Plans/Drawings
- I. Bonds
- J. Releases

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions/Supplemental General Conditions such amounts as required by the CONTRACT DOCUMENTS.

8. Alternative Dispute Resolution NJSA 40A:11-50 - In the event that a construction dispute shall arise between the parties which the parties can not themselves resolve in a reasonable period of time, such reasonable period being defined as a period which will not unduly interrupt or delay the work being performed by contractor, the dispute shall be presented to an independent party, to be selected by the Municipality, for mediation before proceeding with any other form of dispute resolution including submission to a Court of Competent Jurisdiction such mediation shall be a prerequisite required before the institution of litigation and for failure to submit to such mediation the defendant in any such action may assert such failure as a defense and cause the litigation to be dismissed. In the event a dispute arises which requires mediation the non-prevailing party in any such mediation shall bear the entire cost and expense of the mediation, save for attorneys fees. In the event that neither party prevails and that a compromise is negotiated by the mediator the cost of the mediation, save for attorneys fees, shall be equally borne by the parties. In all events each party shall bear their own attorney's fees and witness fees.

9. In accordance with the provisions of N.J.S.A. 58:11B-26, N.J.A.C. 7:22-317(a)24 and 4.17(a)24, the Contractor (and all Subcontractors) shall comply with all of the provisions of N.J.A.C. 7:22-9, as adopted in Supplemental





Conditions within.

10. CONTRACTOR may be debarred, suspended, or disqualified from any project financially assisted by the State or the Department if the CONTRACTOR commits any of the acts listed in N.J.A.C. 7:1-5.2.

11. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The undersigned is an Individual  
a Partnership under the laws of the State of \_\_\_\_\_  
a Corporation

\_\_\_\_\_ having principal offices at \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this AGREEMENT in ( 3 ) copies each of which shall be deemed an original on the date first above written

OWNER:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_  
Date \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)  
Title \_\_\_\_\_



Date \_\_\_\_\_



**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2022.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Notice To Bidders to execute the Agreement and furnish the required CONTRACTOR's PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledgment copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(Owner)

By: Frank J. Little, Jr., P.E., P.P., C.M.E.  
Title: Municipal Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by: \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



**NOTICE TO PROCEED**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to complete the WORK within \_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Owner)  
By: Frank J. Little, Jr., P.E., P.P., C.M.E.  
Title: Borough Engineer

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: \_\_\_\_\_ this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

