

FORM OF PROPOSAL

For

**Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey**

S&A File No. G-556a

FORM OF PROPOSAL

For

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

This Bid is submitted to the **BOROUGH OF GLASSBORO** herein referred to as the "OWNER",

By: American Asphalt Company, Inc.,
(Type or Print Name of Bidder)

Of: 100 Main Street West Collingswood Heights, NJ 08059
(Type or Print Address of Bidder)

doing business as (an individual) or (a partnership) or (corporation).

1. The Undersigned Bidder hereby offers, agrees and certifies hereto, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform and complete all Work as specified or indicated in the Contract Documents at the Contract Unit Prices indicated in this Bid and within the Contract Time indicated in this Bid and within the Contract Time indicated in Article 6 of the Agreement and in accordance with the Contract Documents.

2. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that he has examined the Notice to Bidders, all of the Bidding and Contract Documents and related documents, and all of the following Addenda, receipt of which is hereby acknowledged: (if none received, please write in "None").

Clarification No.	Date Received	Addendum No.	Date Received
<u>None</u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

3. The Bidder further represents that he has visited and examined the actual site(s) and locality where the Work is to be performed, that he has familiarized himself with legal requirements (federal, state, county and local laws, regulations, ordinances and rules); that he has made such independent investigations and tests as he deems necessary; and that he has satisfied himself as to all conditions affecting the cost, progress or performance of the work.

4. The Bidder further represents that no person(s) other than those named within the Ownership Disclosure Statement are interested in this Bid; that the Bid is made without collusion with any other person, firm or corporation; and that no person(s) acting in any official capacity for the OWNER are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

5. The Bidder further agrees that he accepts all of the terms and conditions of the General Provisions, including, without limitation, those dealing with the disposition of the bid security; and that, upon acceptance of this Bid, he will execute the Agreement and will furnish the documentation required by the Contract Documents within ten (10) calendar days from the date of Notice of Award.

6. In accordance with provisions of Article 6 of the Agreement, the Bidder further agrees that upon execution of said Agreement he shall start to perform the Work on the date the Contract Time commences to run, and shall complete the Work within the indicated time, and will accept the provisions of the Agreement as to Liquidated and Special Damages in the event of failure to complete the Work on time.

7. The Bidder acknowledges the right of the Owner to reject any or all bids, which, in its judgment, will be for the best interests of the Owner. The Contractor further agrees that any bid which contains any omissions, alterations of form, additions or alternates not called for, erasures or corrections or which does not contain a price for each of the items in the bid for or in which any of the prices are obviously unbalanced, or which fail to conform to the regulations stated herein, may be disregarded and rejected as improper, except that the Owner may waive any defects or irregularities. All bids, which are submitted or received after the scheduled closing time for the receipt of bids, will be rejected.
8. All blank spaces in the proposal, excepting as otherwise noted, must be filled in, that no change shall be made in the phraseology of the proposal or of the item mentioned. All information which may be requested of the bidder in these specifications shall be included with this proposal. All erasures, interpolations or other physical changes on the bid form shall be initialed or signed by the bidder. Bids not conforming to these regulations may be rejected by the owner as being incomplete.
9. All blank spaces for the Base Bid, Alternate Bid, and "If and Where Directed" Bid must be filled in. The Owner will evaluate the Bids based on the low price of the Base Bid. If the Owner selects the Contract A, it will be awarded to the successful Bidder with a responsive Bid and the lowest total price, if the funds are available.

LIST OF SUBMITTED DOCUMENTS

The following documents have been submitted to the Borough of Glassboro as part of the Bid submitted herein. The Bidder shall initial acknowledgement of same on the space provided and sign and seal this form below.

Items Included With Bid

Initials of Bidder

Form of Proposal
 Acknowledgment Form
 Bid Security in the form of: (Check
 Appropriately) Bid Bond ☒ Cashier's
 Check _____ or Certified Check _____
 Acknowledgment for Principal
 Surety Guaranty
 Acknowledgment for Surety
 Acknowledgement of Business Registration
 Bidder's Qualification Form
 NJ Dept. of Labor Public Works
 Certificate of Registration
 Contractor and Subcontractor Business
 Registrations with the NJ Dept. of Treasury
 Subcontractor Disclosure Form
 Material Disclosure Form
 Site Visitation Statement
 Ownership Disclosure Statement
 Statement of Stockholder Information
 Mandatory Affirmative Action Language
 Affirmative Action Statement
 Non-Collusion Affidavit
 Disclosure of Investment Activities in Iran
 Certification of Non-Segregated Facilities
 Certification of Equal Employment Opportunity
 Debarred, Suspended, & Disqualified Bidders Affidavit
 Americans w/ Disabilities Act of 1990 Form (Exhibit A)
 Mandatory Equal Employment Opportunity Language Form
 (Exhibit B)
 DLGS Federal Debarment Model Form (Exhibit C)
 Each and Every Addendum / Clarification (if Applicable)
 Two (2) Additional Copies of the Bid Proposal Package
 Copy of all submitted documentation on CD Format

[illegible]

Items to be Provided Upon Award:

1. **Contract Agreement**
2. **Performance Bond**
3. **Payment Bond**
4. **Certificate of Insurance**
5. **NJDOT SA-11 Form**

BY:

SIGNATURE AND TITLE OF BIDDER

Patrick Polazzo, President

TYPE OR PRINT NAME AND TITLE OF BIDDER

American Asphalt Company, Inc.,

TYPE OR PRINT NAME OF COMPANY/FIRM/CORPORATION

SEAL OF CORPORATION

Charles III Drive – Phase II Roadway Improvements
Borough of Glassboro, Gloucester County, New Jersey

SCHEDULE OF QUANTITIES

The bidder shall complete the Schedule of Quantities.

The unit bid prices for the Bid shall be the cost for the bidders to complete the work in accordance with the bidding documents. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bidder shall complete Schedule of Quantities for the Bid. Failure to furnish a completed Schedule of Quantities for the Bid within the bid proposal shall be cause for the rejection of the bid.

The Borough shall base the Basis of award for this project(s) on the lowest responsible bidder (one bidder only). The low bid will be subject to Borough Committee's decision for the lowest total bid amount based upon the Bid amount items based on availability of funds. The Borough of Glassboro shall award the contract in the best interest of the Borough of Glassboro to the lowest most responsible and responsive bidder.

SPECIAL NOTES

- A. The contractor is advised to immediately inform the Borough in the event that the field conditions and measurements do not match those in the specification. The Contractor is not to proceed with any additional work without written authorization from the Borough.
- B. Curb ramps and Sidewalks that are constructed not in compliance with ADA accessibility requirements including maximum running slopes, maximum cross slopes, landing area location and size, diverging sidewalk drop off protection, blended transitions, blended transition running slopes and cross slopes, flare widths, grade breaks and grade break directions, clear space size and location, will not be accepted.
- C. All existing signs, inlet curb pieces and grates shall be returned to the Borough as soon as they are removed. It is the Contractor's responsibility to deliver them to the Public Works yard.
- D. The Contractor must provide compaction & air void reports for the surface course.
- E. Relocation of any mail box will fall under CLEARING SITE. The Contractor must reference the N.J.D.O.T. Specifications, if applicable.
- F. The Contractor shall provide a Traffic Control Coordinator to supervise the requirements for traffic control as identified in Section 6 of the MUTCD and the typical traffic control plan. All traffic control measures must be in compliance with MUTCD.
- G. The Contractor shall be responsible for notifying Gloucester County Soil Conservation District the start of the project and adhere to all the requirements set for on the approved permit. Final approval from Gloucester County Soil Conservation District will be required as part of the final close out of this project.
- H. Reference Division 150, Contract Requirements, Section 151, Performance Bond & Payment Bond for bond requirements within the Special Provisions.
- I. Concrete and Asphalt must be from an approved NJDOT plant. Link provided below:
<https://www.state.nj.us/transportation/eng/materials/qualified/OPLDB.shtml>

Bid

Charles III Drive - Phase II Roadway Improvements - Schedule of Quantities						
Item No.	Description	Approx. Quantity	Unit	Unit Price	Total Price	
1	Construction Layout	1	DOLL	6,300.00	6,300.00	
2	Traffic Cone	25	UNIT	.20	5.00	
3	Drum	30	UNIT	1.00	30.00	
4	Construction Signs	325	SF	.50	162.50	
5	Mobilization	1	LS	20,000.00	20,000.00	
6	Clearing Site	1	LS	11,500.00	11,500.00	
7	Excavation, Unclassified	55	CY	100.00	5,500.00	
8	Excavation, Test Pit	55	CY	50.00	2,750.00	
9	Hot Mix Asphalt Milling, 3" or Less	4,530	SY	5.50	24,915.00	
10	Tack Coat	435	GAL	.01	4.35	
11	Dense Graded Aggregate Base Course	1,250	SY	13.25	16,562.50	
12	Hot Mix Asphalt, 12.5M64, Surface Course	620	TON	117.00	72,540.00	
13	Sawing & Sealing Joints in Hot Mix Asphalt	150	LF	35.00	5,250.00	
14	Asphalt Price Adjustment	1	DOLL	\$12,100.00	\$12,100.00	
15	Detectable Warning Surface	6	UNIT	400.00	2,400.00	
16	Concrete Sidewalk, 4" Thick	125	SY	99.00	12,375.00	
17	9" x 18" Concrete Vertical Curb	220	LF	50.00	11,000.00	
18	Traffic Stripes, 4"	1,930	LF	1.35	2,605.50	
19	Traffic Markings, Symbols	430	SF	7.50	3,225.00	
20	Painted Curbing (Yellow)	150	LF	1.00	150.00	
21	Guide Sign, Type GA, Breakaway Supports	5	SF	40.00	200.00	
22	Regulatory & Warning Sign	80	SF	40.00	3,200.00	
23	Curb Piece	4	UNIT	300.00	1,200.00	
24	Bicycle Safe Grate	4	UNIT	300.00	1,200.00	
25	Reset Manhole, Sanitary Sewer, Using Existing Casting	2	UNIT	1,500.00	3,000.00	
26	Speed Hump (Complete)	2	UNIT	8,000.00	16,000.00	
27	RPM, Bi-Directional Lens, Blue	1	UNIT	850.00	850.00	
28	Preparation of Existing Soil	145	SY	20.00	2,900.00	
29	Topsoiling, 4" Thick	145	SY	15.00	2,175.00	

30	Hydro-Seeding	145	SY	5.00	725.00
31	Temporary Inlet Protection	6	UNIT	300.00	1,800.00
Total Bid in Nos.		\$ 242,624.85			
Total Bid in Words		Two Hundred Forty Two Thousand, Six Hundred Twenty Four Dollars and Eighty Five Cents			

Schedule of Quantities -- Totals

Total Bid in Numbers \$ 242,624.85

Please note Line Item No. 17, 9" x 18" Concrete Vertical Curb, HMA Pavement Repair is required along the edge of the curb. Pricing for the repair shall be included within this line item. 4" of Hot Mix Asphalt, 12.5M64 will be required.

Respectfully submitted on the 8th day of September 2022.

Bid Submitted By: American Asphalt Company, Inc.,

(Type or Print Name of Company/Firm/Corporation)

(Signature of Individual/Partner/Officer)

Patrick Polazzo, President

(Type or Print Name of Individual/Partner/Officer)

Doing business as American Asphalt Company, Inc.,

(Individual, Partnership, Corporation)

New Jersey

(State of Incorporation)

If Corporation, attested by: Shannon Mignone

(Signature of Secretary)

Shannon Mignone, Assistant Corporate Secretary

(Type or Print Name Secretary)

(Corporate Seal)

Business Address: 100 Main Street West Collingswood Heights, NJ 08059

Business Phone: #856-456-2899

License or Registration No.: _____

ACKNOWLEDGMENT FORM

State Of: New Jersey

County Of: Camden

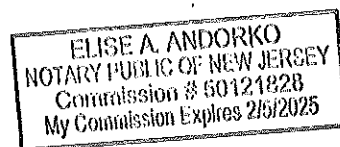
Municipality Of: West Collingswood Heights to wit;

I, Elise Andorko, a Notary Public in and for the State, County and
Municipality aforesaid, do certify that Patrick Polazzo doing business as American Asphalt Co whose name
is signed to the foregoing Bid Form, personally appeared before me in the State, County and Borough aforesaid and
acknowledged the same to be his act and deed.

My Commission expires _____
(Date)

Elise A. Andorko
Notary Public

(Seal)



Given under my hand and seal this 8th day of September, 2022.

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

(NAME OR LEGAL TITLE OF BIDDER)

of _____

(ADDRESS OF BIDDER)

as Principal, hereinafter referred to as the "Principal", and

(NAME OR LEGAL TITLE OF SURETY)

of _____

(ADDRESS OF SURETY)

a corporation duly organized under the laws of the State of _____ and authorized to transact business in the State of New Jersey, as Surety, hereinafter referred to as the "Surety", are firmly bound unto the **BOROUGH OF GLASSBORO, GLOUCESTER COUNTY, NEW JERSEY** as "OWNER, hereinafter referred to as the "OWNER", in the sum of _____ Dollars for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has submitted a Bid for the project entitled "**Charles III Drive - Phase II Roadway Improvements**".

NOW THEREFORE, the condition of this Bond shall be such that if said Bid shall be accepted, and if the Principal shall furnish to the OWNER Bonds with good and sufficient surety within the times, in the forms and in the amounts require by the Bidding or Contract Documents and insurance certificates as required by the Contract Documents and upon award of a Contract to him by the OWNER shall execute and deliver the Agreement, within the times, in the forms and in the amounts as appropriate, required by the Bidding or Contract Documents, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the OWNER the difference between the amount of said Bid, as accepted by the OWNER, and any higher amount for which the required Work shall be contracted for by the OWNER, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the OWNER by reason of the failure of the principal to enter into such Agreement with the OWNER, or to furnish such Bonds, or to furnish insurance certificates; provided, however, that: (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the OWNER should not procure an executed Contract with any other person for the performance of the Work contemplated in said Bid, as accepted by the OWNER, upon the same terms and conditions, other than price as provided in the Bidding or Contract Documents, within the period provided in the Bidding or Contract Documents during which no Bids of Bidders may be withdrawn, whether because of the lack of other Bids or because of the inability or refusal of any other Bidder to enter into an appropriate Contract, or because of the cost under any higher Bid would be greater than the OWNER shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the OWNER the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the OWNER may accept the Bid of the Principal 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 present to be signed by their proper officers, on this _____ day of _____, 2022.

Bond submitted by _____
(Name of Individual, Partnership or Firm)

(Signature of Individual or Partner)

(Type or Print Name of Individual or Partner)

Doing business as _____

Business address _____

If Bond Bid submitted by Corporation:

(Signature of Officer Authorized to Sign)

(Type or Print Name and Title of Officer)

(State of Incorporation)

Attest

(Signature of Secretary)

(Corporate Seal)

(Type or Print Name Secretary)

Corporate Surety: _____
(Corporation's Name)

(Signature of Officer or Attorney-in-Fact*)

Attest

(Signature of Secretary)

(Type or Print Name of Secretary)

(Corporate Seal)

* Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act in behalf of the corporation. The date of the Bond must not be prior to date of Bid.

ACKNOWLEDGMENT FOR PRINCIPAL

State of New Jersey

County of Camden

Municipality of West Collingswood Heights

to wit,

I, _____, a Notary Public in and for the State,
County and Municipality aforesaid, do certify that _____ doing business as

_____ whose name is signed to the foregoing form,
personally appeared before me in the State, County and Borough aforesaid and acknowledged the same to be his
act and deed.

My Commission expires _____

Date

Notary Public

(SEAL)

Given under my hand and seal this 8th day of September, 2022.

SURETY GUARANTY

Know all men by these present, that for and in consideration of the sum of \$1.00 dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the _____ (Surety Company) a corporation organized and existing under the laws of the State of _____ and licensed to do business in the State of New Jersey and agrees, that if contract _____ is awarded to _____ (Name of Bidder), the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith. In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 2022.

(A CORPORATE ACKNOWLEDGEMENT AND STATEMENT OF AUTHORITY TO BE HERETO ATTACHED BY THE SURETY COMPANY.)

**SURETY COMPANY
ATTORNEY-IN-FACT**

ATTEST: _____

(SEAL)

ACKNOWLEDGEMENT FOR SURETY

State of: _____

County of: _____

Municipality of: _____ to wit:

I, _____, a Notary Public in and for the
State, _____ County and _____ Municipality aforesaid, do certify that
_____ doing business as

_____ whose name is signed to the
foregoing Bid Form, personally appeared before me in the State, County and Borough aforesaid and acknowledged
the same to be his act and deed.

My Commission expires _____
DATE

NOTARY PUBLIC

(SEAL)

Given under my hand and seal this _____ day of _____, 2022.

ACKNOWLEDGEMENT OF BUSINESS REGISTRATION

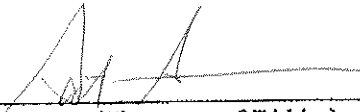
In accordance with Section 1 of P.L. 2001, c.134 (C.52:32-44) all bidders are required to provide a copy of the contractors and subcontractors business registration certificate(s) issued by the Department of the Treasury or such other form or verification that the contractor and subcontractor is registered with the Department of the Treasury.

I am familiar with the above referenced requirements of Public Law 2001, C. 134 (C.52:32-44), as revised and amended to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto:

That my firm has complied with the requirements and attachments of required business registration certificate(s) are included with the bid package for the **Borough of Glassboro** project known as the **"Charles III Drive - Phase II Roadway Improvements"**.

I am Patrick Polazzo, President
(Bidder's Name)

of American Asphalt Company, Inc.,
(Company, Firm or Corporation)

BY 
(Signature of Bidder)

Patrick Polazzo, American Asphalt Company Inc.,
(Type or Print Name of Bidder)
President
(Title or Position)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AMERICAN ASPHALT COMPANY, INC.
Trade Name:
Address: 116 MAIN STREET
W COLLINGSWOOD HEIGHTS, NJ 08059-1846
Certificate Number: 0066160
Effective Date: March 13, 1974
Date of Issuance: June 16, 2015

For Office Use Only:
20150616092520102

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 288
TRENTON, NJ 08646-0288

TAXPAYER NAME:

STRAIGHT EDGE STRIPING LIMITED LIABILITY

ADDRESS:

18 RUE CEZANNE
FRANKLIN NJ 08879

EFFECTIVE DATE:

10/21/05

TRADE NAME:

SEQUENCE NUMBER:

1241139

ISSUANCE DATE:

06/05/06

James J. [Signature]
Acting Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

GARDEN STATE GROUNDS CONTROL, LLC

TRADE NAME:

ADDRESS:

740 WOODLAWN AVENUE
HAMMONTON NJ 08037
EFFECTIVE DATE:

04/26/12

SEQUENCE NUMBER:

1711993

ISSUANCE DATE:

04/26/12

James J. Pusano

Director
New Jersey Division of Revenue

FORM-BRC

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

(04-08)-D205846V

04/04/12

Taxpayer Identification# 800-780-779/000

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)292-8292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Frusellone
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 287
TRENTON, NJ 08646-0287

TAXPAYER NAME:

BIALOWAS CONCRETE CONSTRUCTION INC

TRADE NAME:

ADDRESS:

1840 NEW BROOKLYN RD.
WILLIAMSTOWN NJ 08094

EFFECTIVE DATE:

03/14/12

SEQUENCE NUMBER:

1702875

ISSUANCE DATE:

04/04/12



Director
New Jersey Division of Revenue

FORM BRC

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

BIDDERS' QUALIFICATION FORM

(Completion of This Statement Is Required In advance of Consideration for Award of Contract)

SUBMITTED TO: **Borough of Glassboro**
One South Main Street
Glassboro, New Jersey 08028

SUBMITTED FOR: **Charles III Drive - Phase II Roadway Improvements**

SUBMITTED BY: American Asphalt Company, Inc.,
(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual)
100 Main Street West Collingswood Heights, NJ 08059
(Address of Bidder)

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

- 1.0 How many years has your organization been in business as a general contractor? 36 Years
- 2.0 How many years has your organization been in business under its present name? 36 Years
- 3.0 Do you plan to subcontract any part of this project? Yes If so, give details. To be Determined
- 4.0 Attach a "Status of Contracts" listing the name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date. *** See attached Status of Contracts on Hand
- 5.0 List names of five (5) projects, owners, architects or engineers, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature of this project which your organization has completed in the past three (3) years.
** See attached list of Recently Completed Public Jobs
- 6.0 List name, address and telephone number of a reference for each project listed under Items 4.0 and 5.0, above. ** Refer to attached list of Recently Completed Public Jobs
- 7.0 Has any construction contract to which you have been a party been terminated by the Owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? (Yes) **(No)**

If the answer to any portion of this question is "yes", attach list of such occurrences including name of OWNER, location, description of project, contract amount, architect or engineer and surety.

- 8.0 Has any officer or partner of your organization ever been an officer or partner of another organization that had any construction contract terminated by the Owner; terminated work on a

American Asphalt Company, Inc.
Status of Contracts
July 31, 2022

	OWNER	LOCATION	DESCRIPTION	ADJUSTED CONTRACT AMOUNT	AMOUNT COMPLETED & BILLED	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
21-510	Fieldsboro	Union Street	Reconstruction	\$447,458.00	\$392,720.00	\$54,738.00	2022
21-511	Collingswood	Grant Avenue	Reconstruction	\$159,146.00	\$145,534.00	\$13,612.00	2022
21-513	Cinnaminson	Milling Contract	Milling	\$94,589.00	\$41,710.00	\$52,879.00	2022
21-516	Laurel Spring	2020 Road Program	Reconstruction	\$478,044.00	\$447,241.00	\$30,803.00	2022
22-505	Mount Laurel Township	2021 Road Program	Reconstruction	\$1,378,959.00	\$1,225,047.00	\$153,912.00	2022
22-507	Gloucester Twp BOE	Glendora Elem School	Parking Lot Resurfacing	\$343,107.00	\$38,539.00	\$304,568.00	2022
22-508	Winslow BOE	Admin Bldg & School	2022 Site Improvements	\$1,057,480.00	\$221,497.00	\$835,983.00	2022
22-509	Washington Twp	Admin Building	Parking Lot Resurfacing	\$185,995.00	\$0.00	\$185,995.00	2022
22-510	Washington Twp	Thomas Jefferson Elementary School	Parking Lot Resurfacing	\$185,276.00	\$0.00	\$185,276.00	2022
22-511	Lenape BOE	Lenape High School	Parking Lot Resurfacing	\$299,522.00	\$0.00	\$299,522.00	2022
22-514	Maple Shade Twp	2022 Pavng Program	Reconstruction	\$109,294.00	\$0.00	\$109,294.00	2022
	TOTALS:			\$4,738,870.00	\$2,512,288.00	\$2,226,582.00	

I: Bid Documents/Status of Contracts

8/8/2022

AMERICAN ASPHALT COMPANY, INC.
RECENTLY COMPLETED PUBLIC JOBS

2021

FOR WHOM	NAME/LOCATION OF PROJECT	DESCRIPTION	CONTRACT AMOUNT	COMPLETED	ENGINEER & ADDRESS	CONTACT & TELEPHONE NO.
Pemberton Board of Ed	Bus Garage PL Reconstruction	Reconstruction	\$ 409,386	Nov 2021	Remington & Vernick 2059 Springdale Avenue Cherry Hill, NJ 08003	Andrew Yoder 856-795-9595
Burlington County	2018 Overlay Program	Mill & Overlay	\$ 7,124,351	Dec 2021	Burlington County Engineering 1900 Briggs Road Mt Laurel, NJ 08054	Ashvin Patel 856-642-3700
Pennsauken Township	John Tipton Boulevard	Reconstruction	\$ 310,195	May 2021	Remington & Vernick 2059 Springdale Avenue Cherry Hill, NJ 08003	Hassan Shipman 856-229-5500
Pennsauken Township	Melrose Highway	Reconstruction	\$ 264,956	Dec 2021	Remington & Vernick 2059 Springdale Avenue Cherry Hill, NJ 08003	Hassan Shipman 856-229-5500
National Park	Simpson Avenue	Reconstruction	\$ 154,687	Nov 2021	T & M Associates 200 Centruy Parkway Mount Laurel, NJ	Mason DeFrank 856-722-6700
Riverside Township	New Jersey & Washington Aves	Reconstruction	\$ 546,472	May 2021	Pennoni Associates 515 Grove Street Haddon Heights, NJ 08035	Ken Shine 856-547-0505
Woodlynne Borough	Elm Avenue	Reconstruction	\$ 206,980	Dec 2021	Bach Associates 304 White Horse Pike Haddon Heights, NJ 08035	Mark jBasehore 856-546-8611

AMERICAN ASPHALT COMPANY, INC.
RECENTLY COMPLETED PUBLIC JOBS

2020

FOR WHOM	NAME/LOCATION OF PROJECT	DESCRIPTION	CONTRACT AMOUNT	COMPLETED	ENGINEER & ADDRESS	CONTACT & TELEPHONE NO.
Westampton Township	Tarnsfield Road	Reconstruction	\$ 585,521	Oct-2020	Alaimo Engineering 200 High Street Mt. Holly, NJ 08060	Brian Lafferty 609-267-8310
Beverly City	2018 Road Program	Reconstruction	\$ 293,170	Jun-2020	Environmental Resolutions 815 East Gate Drive Mt. Laurel, NJ 08054	Alex Haffner 856-235-7170
Burlington County	2017 Overlay Program	Mill & Overlay	\$ 6,408,852	Mar-2020	Burlington County Engineering 1900 Briggs Road Mt. Laurel, NJ 08054	Ashvin Patel 856-642-3700
Pennsaken Township	Camden Avenue	Reconstruction	\$ 307,399	Dec-2020	Remington & Vernick 101 Route 130 Cinnamson, NJ	Gerry Thompson 856-303-1245
Delanco Township	Ash and Franklin Streets	Reconstruction	\$ 256,805	May-2020	Environmental Resolutions 815 East Gate Drive Mt. Laurel, NJ 08054	Harry Fox 856-235-7170
Mount Laurel Board of Ed	Mount Laurel Schools	Parking Lots	\$ 1,161,449	Aug-2020	Wayne Neville, AIA 430 Commerce Lane West Berlin, NJ 08091	Wayne Neville 856-767-7667
Lindenwold Board of Ed	Middle & School 5 Parking Lots	Parking Lots	\$ 188,246	Dec-2020	Regan Young England Butera 456 High Street Mt. Holly, NJ 08060	Scott England 609-265-2652
Merchantville Borough	2019 Road Program	Reconstruction	\$ 229,517	Dec-2020	Pennoni Associates 515 Grove Street Haddon Heights, NJ 08035	Ken Shine 856-547-0505

AMERICAN ASPHALT COMPANY, INC.
RECENTLY COMPLETED PUBLIC JOBS

2019

FOR WHOM	NAME/LOCATION OF PROJECT	DESCRIPTION	CONTRACT AMOUNT	COMPLETED	ENGINEER & ADDRESS	CONTACT & TELEPHONE NO.
East Greenwich Township	Quaker Road	Reconstruction	\$ 402,810	2019	Alaimo Engineering 200 High Street Mt. Holly, NJ 08060	Brian Lafferty 609-267-8310
Logan Township Board of Education	Center Square Elementary & Middle School Parking Lots	School Parking Lot Reconstruction	\$ 699,725	2019	Marathon Engineering 533 Beckett Road, Suite 608 Swedesboro, NJ 08085	Jesse Dougherty 856-722-1800
Burlington County	2015 Overlay Program	Mill & Overlay	\$ 6,594,913	2019	Burlington County Engineering 1900 Briggs Road Mt Laurel, NJ 08054	Ashvin Patel 856-642-3700
Burlington County	2016 Overlay Program	Mill & Overlay	\$ 5,508,397	2019	Burlington County Engineering 1900 Briggs Road Mt Laurel, NJ 08054	Ashvin Patel 856-642-3700
Washington Township Board of Ed	Bells School Parking Lot	School Parking Lot Reconstruction	\$ 210,011	2019	Remington & Verruck 232 Kings Hwy Haddonfield NJ 08033	Annina Hogan 856-795-9595
Springfield township	2016 Road Program	Reconstruction	\$ 882,867	2019	Dante Guzzi Engineering 418 Stokes Road Medford, NJ 08055	Bill Buchele 609-654-4440
Greenwich Township	2019 Road Program	Reconstruction	\$ 539,962	2019	Clancy and Associate 601 Asbury Avenue National Park, NJ 08063	James Clancy 856-853-7306
			\$ -			
			\$ -			

AMERICAN ASPHALT COMPANY, INC.
RECENTLY COMPLETED PUBLIC JOBS

2018

FOR WHOM	NAME/LOCATION OF PROJECT	DESCRIPTION	CONTRACT AMOUNT	COMPLETED	ENGINEER & ADDRESS	CONTACT & TELEPHONE NO.
Moorestown Township	Borton Landing Rd	Mill & Overlay	\$ 556,683.00	Oct 2018	Alaimo Engineering 200 High Street Mt. Holly, NJ 08060	Brian Lafferty 609-267-8310
Burlington Twp	Nineteenth Street	Reconstruction	\$ 166,833.00	Nov-2018	Burlington Twp 851 Old York Rd Burlington NJ 08016	Don McCallister 609-239-5837
Glassboro Borough	College Avenue	Reconstruction	\$ 190,482.00	Nov 2018	Sickels & Associates 833 Kings Hwy W. Deptford NJ 08096	Oliver Pena 856-848-6800
Riverside Borough	Hooker, Filmore & Mathais	Reconstruction	\$ 400,568.00	Dec 2018	Pennoni & Associates 525 White Horse Pike Haddon Heights, NJ 08035	Ken Shine #856-547-0505
Riverside Borough	Bridgeboro St Parking Lot	Mill & Overlay	\$ 129,995.00	Dec 2018	Pennoni & Associates 525 White Horse Pike Haddon Heights, NJ 08035	Ken Shine #856-547-0505
Logan Township	Beckett Road	Mill & Overlay	\$ 119,716.00	Dec-2018	Remington & Vernick 232 Kings Hwy Haddonfield NJ 08033	Annina Hogan #856-795-9595
Mount Laurel	2014 Road Program	Mill & Overlay	\$ 5,088,545.00	Dec-2018	Alaimo Engineering 200 High Street Mt. Holly, NJ 08060	Brian Lafferty 609-267-8310

AMERICAN ASPHALT COMPANY, INC.
RECENTLY COMPLETED PUBLIC JOBS

2017

FOR WHOM	NAME/LOCATION OF PROJECT	DESCRIPTION	CONTRACT AMOUNT	COMPLETED	ENGINEER & ADDRESS	CONTACT & TELEPHONE NO.
Burlington County	2014 Overlay Program	Overlay	\$ 6,724,596.00	Feb-2017	Burlington County Engineering 1900 Briggs Rd Mt. Laurel, NJ	Contact: Ashvin Patel 856-642-3700
Pennsauken Township	2017 Road Program	Reconstruction	\$ 240,372.00	Sept 2017	Remington, Vernick, Arango 101 Route 130 Cinnaminson, NJ 08077	Contact: Ray Longmore 856-303-1245
Riverton Township	2016 Road Program	Reconstruction	\$ 249,455.00	Oct 2017	Richard Alaimo & Associates 200 High Street Mount Holly, NJ 08060	Contact: Brian Lafferty 509-267-8311x232
Westampton Board of Ed	Middle School P/L 700 Rancocas Rd Westampton, NJ	Parking Lot Reconstruction	\$ 184,417.00	Sep-2017	Dante Guzzi Engineering 418 Stokes Road Medford, NJ 08055	Contact: Bill Buchele 609-654-4440
Cherry Hill Township	Old Orchard Phase 4	Reconstruction	\$ 149,296.00	Apr-2017	Cherry Hill Twp Engineering 820 Mercer Street Cherry Hill, NJ	Contact: Nancy Hefferman 856-424-3203
Woodlynne Borough	Elm Avenue	Reconstruction	\$ 109,675.00	Nov-2017	Bach Engineering 304 White Horse Pike Haddon Heights, NJ 08035	Contact: Wayne Roorda 856-546-8611
Burlington City	Barclay Avenue	Road Improvements	\$ 278,467.00	Oct-2017	Richard Alaimo & Associates 200 High Street Mount Holly, NJ 08060	Contact: Brian Lafferty 509-267-8311x232
Moorestown Township	Woodlane & Beacon	Road Improvements	\$ 162,142.00	Oct-2017	Richard Alaimo & Associates 200 High Street Mount Holly, NJ 08060	Contact: Brian Lafferty 509-267-8311x232
Medford Township	Skeet Road	Road Improvements	\$ 180,864.00	Oct-2017	Dante Guzzi Engineering 418 Stokes Road Medford, NJ 08055	Contact: Bill Buchele 609-654-4440

project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? (Yes) ☒ (No)

If the answer to any portion of this question is "yes", attach list of such occurrences including name of owner, location, description of project, contract amount, architect or engineer and surety.

9.0 List name, address and telephone number of an individual who represents each of the following and whom Owner may contact for a financial reference:

9.1 A surety: The Shepherd Agency
7051 Camp Hill Road Fort Washington PA 19034

9.2 A bank: WSFS - 724 Lancaster Avenue Ste 210 Wayne, PA 19087 - Contact: David Mills

9.3 A major material supplier: Plumstead Materials, Doylestown PA

10.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicated Bidder's assets, liabilities and net worth.

10.1 Date of financial statement December 31, 2021

10.2 Name of firm preparing statement CliftonLarsen Allen LLP

AMERICAN ASPHALT HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
CURRENT ASSETS		
Cash	\$ 824,561	\$ 3,883,601
Accounts Receivable (Net of Allowance for Doubtful Accounts of \$163,903 in 2021 and \$130,493 in 2020)	10,039,733	7,730,527
Inventory	3,333,961	2,758,133
Contract Asset	2,054,158	1,572,300
Prepaid Income Taxes	163,898	-
Prepaid Expenses and Other Current Assets	331,297	449,460
Total Current Assets	<u>16,747,608</u>	<u>16,394,021</u>
 PROPERTY AND EQUIPMENT		
Land	50,000	50,000
Buildings and Improvements	109,428	109,428
Equipment	22,752,384	20,640,072
Asphalt Plants	4,720,464	4,514,696
Furniture and Fixtures	366,747	250,880
Total	<u>27,999,023</u>	<u>25,565,076</u>
Less: Accumulated Depreciation	17,975,110	16,574,061
Total Property and Equipment, Net of Accumulated Depreciation	10,023,913	8,991,015
 OTHER ASSETS		
Cash Surrender Value of Life Insurance	270,319	127,556
Goodwill, Net of Accumulated Amortization	3,051,913	438,497
Miscellaneous Other Assets	97,156	108,311
Total Other Assets	<u>3,419,388</u>	<u>674,364</u>
Total Assets	<u>\$ 30,190,909</u>	<u>\$ 26,059,400</u>

See Accompanying Notes to Consolidated Financial Statements.
(4)

AMERICAN ASPHALT HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (CONTINUED)
DECEMBER 31, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES		
Current Portion of Long-Term Debt	\$ 2,342,618	\$ 1,804,498
Accounts Payable	4,758,526	3,483,609
Contract Liability	342,694	116,965
Contingent Earn-out Liability	100,000	-
Accrued and Withheld Payroll Taxes	174,874	124,408
Accrued Expenses	1,237,345	796,439
Accrued Income Taxes	16,284	24,867
Total Current Liabilities	<u>8,972,341</u>	<u>6,350,786</u>
LONG-TERM LIABILITIES		
Long-Term Debt	7,244,779	6,489,507
Paycheck Protection Program Loan	-	2,249,800
Related Party Debt	7,562,900	7,562,900
Deferred Income Taxes	2,270,900	2,029,300
Total Long-Term Liabilities	<u>17,078,579</u>	<u>18,331,507</u>
Total Liabilities	26,050,920	24,682,293
STOCKHOLDERS' EQUITY		
Convertible Preferred Stock - No Par Value; 508,000 Shares		
Authorized, Issued, and Outstanding	26,467	26,467
Class B Common Stock - No Par Value; 492,000 Shares		
Authorized, Issued, and Outstanding	1,200,900	645,060
Retained Earnings	7,024,535	4,841,127
Unearned ESOP Shares	(4,111,913)	(6,135,547)
Total Parent Equity (Deficit)	<u>4,139,989</u>	<u>(622,893)</u>
Noncontrolling Interest	-	2,000,000
Total Stockholders' Equity	<u>4,139,989</u>	<u>1,377,107</u>
Total Liabilities and Stockholders' Equity	<u>\$ 30,190,909</u>	<u>\$ 26,059,400</u>

See Accompanying Notes to Consolidated Financial Statements.

SUBCONTRACTOR DISCLOSURE FORM

Each bidder shall set forth in the bid the names, addresses and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any buildings.

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

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contracts may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of a partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publically bid contract with its own employees or by the bidder himself, as master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

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

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the word "IN-HOUSE" next to each applicable category and then insert the name, and license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contractor does not involve any of the specialty trade categories below, please insert the word "NONE" in each appropriate space provided.

Striping, If Applicable:

Name Straight Edge Striping Phone # 732-302-3001

Address 201 Wilton Avenue, Middlesex, NJ 08846

License Number: _____

Traffic Control Coordinator, If Applicable:

Name American Asphalt Company Phone # 856-456-2899
Address 100 Main Street, West Collingswood Hts, NJ 08059
License Number: _____

Concrete, If Applicable:

Name Bialowas Concrete Construction Phone # 609-868-1335
Address 1640 New Brooklyn Road, Williamstown, NJ 08094
License Number: _____

Traffic Control, If Applicable:

Name American Asphalt Company, Inc. Phone # _____
Address _____
License Number: _____

Other (Related to the scope of work):

Name Garden State Grounds Control Phone # 609-567-2322
Address 740 Woodlawn Road, Hammonton, NJ 08037
License Number: _____

Other (Related to the scope of work):

Name _____ Phone # _____
Address _____
License Number: _____

Plumbing Work, If Applicable: N/A - None

Name _____ Phone # _____
Address _____
License Number: _____

Gas Fitting and All Kindred Work, If Applicable: N/A - None

Name _____ Phone # _____
Address _____
License Number: _____
Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work, If Applicable: N/A - None

Name _____ Phone # _____
Address _____
License Number: _____

Electrical Work, including any Electrical Power Plants, If Applicable: N/A - None

Name _____ Phone # _____
Address _____
License Number: _____

Tele-data Systems, If Applicable: N/A-None

Name _____ Phone # _____

Address _____

License Number: _____

Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems, If Applicable: N/A-None

Name _____ Phone # _____

Address _____

License Number: _____

Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems, If Applicable: N/A-None

Name _____ Phone # _____

Address _____

License Number: _____

Structural Steel and Ornamental Iron Work, If Applicable: N/A-None

Name _____ Phone # _____

Address _____

License Number: _____

MATERIAL DISCLOSURE FORM

Only qualified materials that have been approved according to Section 106 of NJDOT Standard Specifications may be used for construction or maintenance of New Jersey's transportation infrastructure. NJDOT maintains databases of qualified materials for materials that are required to be on a qualified products list (QPL) for use. If a material is required or permitted to be on a QPL, the QPL is referenced in the materials specification in the 2007 NJDOT Standard Specifications.

NOTE: Not all materials specified by NJDOT are required to be from a QPL. For those materials that are not required to be on a QPL for use on construction projects, the material is approved according to the Materials Questionnaire process as detailed in Section 106 of NJDOT Standard Specifications.

DOT maintains a separate Qualified Plants database contains qualified producers of asphalt and concrete. The database contains producer names and locations that are qualified to supply DOT projects.

NJDOT Approved HMA Plant:

Plant American Asphalt Company, Inc. Phone # 856-456-2899
Address 100 Main Street West Collingswood Heights, NJ 08059
1701 River Road Burlington, NJ 08016

NJDOT Approved Concrete Plant:

Plant Erial Concrete Phone # #856-784-8884
Address PO Box 309 Blackwood NJ 08012

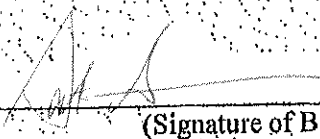
NJDOT maintains a database of qualified materials. You may examine materials qualified by NJDOT through the Qualified Materials Database portal, link provided below:

https://www.state.nj.us/cgibin/transportation/database/viewdb.pl?database=ASPHALT_CONCRETE_PLANTS&action=view&fields=2.5&select=AND;0;EQ::APPROVED%20PRECAST%20AND%20PRESTRESSED%20CONCRETE%20PLANTS%20%20&sort=2&URL=/transportation/eng/materials/qualified/QPLDB.shtm

SITE VISITATION STATEMENT

I am Patrick Polazzo, President
(Bidder's Name)
of American Asphalt Company, Inc.,
(Company, Firm or Corporation)

the Bidder making this Bid for the **BOROUGH OF GLASSBORO** project known as the "Charles III Drive - Phase II Roadway Improvements" and I hereby certify that I or my authorized representative has personally inspected the project site(s).

BY 
(Signature of Bidder)
Patrick Polazzo,
(Type or Print Name of Bidder)
President
(Title or Position)

(Seal If Corporation)

OWNERSHIP DISCLOSURE STATEMENT

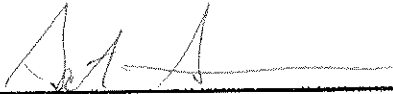
To the **BOROUGH OF GLASSBORO** we offer to furnish materials, equipment, labor and services in accordance with terms and conditions, as herein required under:

Charles III Drive - Phase II

(Project Title)

The undersigned as Bidder, declares that the only parties interested in this bid as Principals are named herein; that this bid is made without collusion with any other person, firm or corporation; that in this bid, that he (it) has examined the agreement and the Contract Documents therein referred to; and he (it) proposes and agrees that if this bid is adopted, he (it) will contract with the Borough in the form included in these Contract Documents.

Signature of Bidder with residence and business address:



Patrick Polazzo, President -American Asphalt Company, Inc., Home Address: 623 Citation Lane Cherry Hill, NJ
Dated: September 8, 2022 100 Main Street, West Collingswood Hts, NJ 08059

List below the names and residences of all persons and parties interested in the foregoing bid as Principals, and in accordance with Chapter 33 of the Public Laws of 1977, the names and addresses of all Stockholders in the corporation or partnership 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, as the case may be. If one or more of the stockholders or partners of the bidding entity is itself a corporation or partnership, the stockholders holding ten (10) percent or more of that corporation's stock, or the individual partners owning ten (10) percent or greater interest in that partnership, as the case may be, shall also be listed. This disclosure shall be continued until the names and addresses of every non-corporate stockholder, and individual partner, exceeding the ten (10) percent ownership criteria established by N.J.S.A. 52:25-24.2 has been registered.

James Wildish 824 Matlack Drive Moorestown NJ 08057

STATEMENT OF STOCKHOLDER INFORMATION

In compliance with Chapter 33, Laws of 1977, the following stockholder information is submitted (See Article 1,2.19.).

American Asphalt Company, Inc.,

(NAME OF CORP., PARTNERSHIP OR INDIVIDUAL SUBMITTING PROPOSAL
100 Main Street West Collingswood Heights, NJ 08059

(ADDRESS)

LIST OF STOCKHOLDERS

NAME

ADDRESS

<u>NAME</u>	<u>ADDRESS</u>
American Asphalt Holdings Inc., -100%	100 Main Street West Collingswood Hgts, NJ 08059

EXHIBIT B

Mandatory Affirmative Action Language N.J.S.A. 10:5-36 et seq, N.J.A.C. 17:27

Construction Contracts

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27 7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27 7.3.

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three 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 (Form AA201) 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 budget funds, as is necessary, for on the job and/or off-the-job programs for outreach and training of minority 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 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27.

AFFIRMATIVE ACTION STATEMENT

I, Patrick Polazzo of Cherry Hill Twp in the County of _____
_____ State of New Jersey, of full age, being duly sworn according to law on my oath
depose and say:

That I am familiar with the affirmative action requirements of Public Law 1975, C. 127 (NJAC 17:27), as revised and amended to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That my firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by Public Law 1975, C. 127, as amended and revised to date, and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

That in the event that this contract is awarded to my firm, I shall comply with all the Affirmative Action requirements of the State of New Jersey and will complete and submit to the Owner an Initial Project Manning Report (AA201) as required by the State Affirmative Action Office within three (3) calendar days of execution the Agreement.

By _____

(Signature of Bidder)

Patrick Polazzo

(Type or Print Name of Bidder)

President

(Title or Position)

(Seal if Corporation)

ACKNOWLEDGED AND SWORN BEFORE ME

This 8th day of September in the year of 2022

(Signature of Notary Public)

(Type or Print Name of Notary Public)

ELISE A. ANDORKO
NOTARY PUBLIC OF NEW JERSEY
Commission # 60121828
My Commission Expires 2/5/2025

My Commission expires _____

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-JAN-2020 to 15-JAN-2023

AMERICAN ASPHALT COMPANY, INC.
100 MAIN STREET
W. COLLINGSWOOD HTS NJ 08059



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

ELIZABETH MAHER MUOIO
State Treasurer

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF Camden

I, Patrick Polazzo of the Municipality of Cherry Hill Twp in the County of _____ and the State of NJ of full age, being duly sworn according to law on my oath depose and say that:

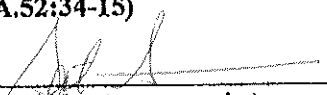
I am President of the firm of American Asphalt Company, Inc. the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or 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 GLASSBORO** 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:

American Asphalt Company, Inc.,

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

(Name of Contractor)


(Also type or print name of
affiant under signature)

Subscribed and sworn
before me this

Patrick Polazzo, President

8th day of September, 2022


Notary Public of

My Commission Expires

ELISE A. ANDORKO NOTARY PUBLIC OF NEW JERSEY Commission # 60121828 My Commission Expires 2/5/2025
--

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name: Charles III Drive - Phase II

Bidder Name: American Asphalt Company, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c.25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he/she shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c.25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c.25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below: **OR**
- ☐ I am unable to certify as above because the bidder and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. **Failure to provide such 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 bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL ROOM, ADD ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Owner _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offendor Contact Name _____

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 State of New Jersey and the Owner of the project are 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 State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this 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 State of New Jersey and/or the Owner and that the State and/or the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Patrick Polazzo

Signature: _____

Title: President

Date: Spetember 8, 2022

PERFORMANCE BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished,

the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR (name and address):

SURETY (name and address of principal place of business):

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

(seal)
Contractor's Name and Corporate Seal

(seal)
Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

CERTIFICATE OF INSURANCE

1. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
2. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
3. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
4. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
5. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
6. The Owner, Engineer and Engineer's Consultants shall be included on policy as additional insured's and loss payees.
7. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, the Amended Declaration Page identifying the Owner, Engineer, Engineer's Consultants, and additional loss payees.
8. The Insurer must also acknowledge the policy cannot be cancelled during the term of the Contract.

WARRANTY AGAINST DEFECTIVE WORK

In addition to any other warranties set out elsewhere in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by the Contractor or any of this subcontractors or suppliers at any tier. Such warranty shall be in the form of a Performance & Maintenance Bond to the Borough of Glassboro (provided by the awarded Contractor). Said bond value shall be for 100% of the contract or as listed under the Special Provisions. Under this warranty, the Contractor shall remedy at his own expense any such failure to conform or any such defect. In addition, the Contractor shall remedy at his own expense any damage to owner's real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any such defect of equipment, material, workmanship, or design. The Contractor shall also restore any work damaged in fulfilling the terms of this clause. The maintenance bond shall be in accordance with the requirements herein.

The Engineer shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect or damage.

Should the Contractor fail to remedy any failure, defect or damage described in the first paragraph of this Subsection within a reasonable time after receipt of notice thereof, the Engineer shall have the right to replace, repair or otherwise remedy such failure, defect or damage at the Contractor's expense.

In addition to the other rights and remedies provided by this clause, all subcontractor's manufacturers', and suppliers' warranties expressed or implied, respecting any work and materials shall, at the direction of the Engineer, be enforced by the contractor for the benefit of the Owner. In such case, if the Contractor's warranty under the first paragraph of this Subsection has expired, any suit directed by the Engineer to enforce a subcontractor's manufacturer's or supplier's warranty shall be at the expense of the Owner. The Contractor shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in a normal commercial practice.

If directed by the Engineer, the contractor shall require any such warranties to be executed in writing to the owner. Notwithstanding any other provision of this Subsection, unless such a defect is caused by the negligence of the Contractor or his subcontractors or suppliers at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Owners nor the repair of any defects of material or design furnished by the Owner nor for the repair of any damage which results from any such defect in Owner furnished material or design.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to contracts, subcontracts, and agreements with Applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

The Federally assisted Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Federally assisted Construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. The Federally assisted Construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files.

 9-8-82
(Signature) (Date)

Patrick Polazzo, President

(Name and Title of Signer - Please Type)

NOTE: Penalty for making false statements in offers as prescribed in 18 U.S.C. 1001.

CERTIFICATION OF EQUAL EMPLOYMENT OPPORTUNITY

By The submission of this bid and in accordance with Executive Order No. 11246, Section 202, dated September 24, 1965, the bidder, offeror, applicant, or subcontractor certifies that he shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT UPGRADING, TRANSFER OR DEMOTION, RECRUITMENT, ADVERTISING, OR SOLICITATION, FOR EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING INCLUDING APPREHENSION, LAYOFF, OR TERMINATION.

He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000, which are not exempt from the provision of Equal Opportunity clause: that he will retain such certifications in his files, and that he will post in a conspicuous place and forward Notice of Non-Discrimination to such proposed subcontractors (except where the proposed subcontractors have submitted identical certification for specific time periods).



(Signature)

September 8, 2022

(Date)

Patrick Polazzo, President

(Name and Title of Signer - Please type)

DEBARRED, SUSPENDED AND DISQUALIFIED
BIDDER'S AFFIDAVIT

STATE OF NEW JERSEY
COUNTY OF Camden

I, Patrick Polazzo of the Municipality of Cherry Hill Twp in the County of Camden 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 American Asphalt Company, Inc. the bidder making the Proposal for the **Charles III Drive – Phase II Roadway Improvements**, and that I executed the said Proposal with full authority so to do; that said bidder has not, and any subcontractors have not, nor its/their Principals been debarred, suspended, or disqualified from contracting with the local contracting unit (Owner) or any of the agencies or departments of the executive branch of the State of New Jersey at the time of submission of the Bid; 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 Glassboro** 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 the local contracting unit (Owner) has had no "prior negative experience" with the Bidder or any subcontractors, as defined under N.J.S.A. 40A:11-4.

American Asphalt Company, Inc. (N.J.S.A. 40:11-4)
(Name of Contractor)

Patrick Polazzo
(Also type or print name of
affiant under signature)

Subscribed and sworn
before me this

Patrick Polazzo, President

8th day of September, 2022

Elise A. Andorko
Notary Public of

My Commission Expires

ELISE A. ANDORKO
NOTARY PUBLIC OF NEW JERSEY
Commission # 60121828
My Commission Expires 2/5/2025

EXHIBIT A

Exhibit A

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

The contractor and the Municipality, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC. SJ 21 OJ et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

AP 9/6/22

(Initial and Date)

EXHIBIT B

(Exhibit B)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

The contractor or subcontractor, 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 its 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees 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 the 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, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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 a 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.

American Asphalt Company, Inc.,

(Print Name of Company/Firm)

September 8, 2022

(Date)

(Signature)

Patrick Polazzo, President

EXHIBIT C

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

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

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

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

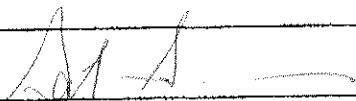
**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

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

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

PART I - VENDOR INFORMATION	
Individual or Organization Name	American Asphalt Company, Inc.,
Address of Individual or Organization	100 Main Street West Collingswood Heights, NJ 08059
DUNS Code (if applicable)	#002372761
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II - CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that 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 date of contract award by <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 <type of contracting unit> , permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Patrick Polazzo	Title:	President
Signature:		Date:	September 8, 2022

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

Section A (Check the Box that applies)

☒	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	American Asphalt Holdings Inc., -100%
Home Address (for Individual) or Business Address	100 Main Street West Collingswood Hgts, NJ 08059

OR

☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	---

Section B (Skip if no Business entity is listed in Section A above)

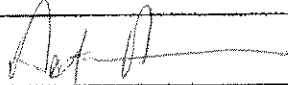
☒	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	American Asphalt Company Employee Stock Ownership Trust - 50.8% *No one employee owns more than 10%
Home Address (for Individual) or Business Address	100 Main Street West Collingswood Heights, NJ 08059

OR

☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.
--------------------------	--

Section C - Part III Certification

I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above in Part I** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<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 date of contract award **<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 **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Patrick Polazzo	Title:	President
Signature:		Date:	September 8, 2022

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

Section B (skip if no business entities are listed in Section A of Part IV)

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

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

Business Address

Add additional Sheets if necessary

OR



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

Section C - Part IV Certification

I hereby certify that the **Organization** listed above in Part I does not own greater than 50 percent of any entity that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turn owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that 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 date of contract award by **<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 **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Patrick Polazzo

Title:

President

Signature:

Date:

September 8, 2022

Certificate Number
50705

Registration Date: 05/06/2021
Expiration Date: 05/05/2023



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:

Responsible Representative(s):
Robert Brown, President

American Asphalt Company, Inc.,
2021

A handwritten signature in cursive script, appearing to read "R. Asaro-Angelo".

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

NON TRANSFERABLE

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

Certificate Number
692090

Registration Date: 12/21/2021
Expiration Date: 12/20/2023



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:

BIALOWAS CONCRETE CONSTRUCTION INC
2021

Responsible Representative(s):
Frank Bialowas, President


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

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

NON TRANSFERABLE

Certificate Number
63394

Registration Date: 07/14/2021
Expiration Date: 07/13/2023



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:

Garden State Grounds Control LLC
2021

Responsible Representative(s):

Nancy F Silipino, Managing Member

A handwritten signature in cursive script, appearing to read "R Asaro-Angelo".

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

NON TRANSFERABLE

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

Certificate Number
653443

Registration Date: 09/28/2020
Expiration Date: 09/27/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Andrew Altobelli, President

Robert Asaro-Angelo

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

Straight Edge Striping
2020

NON TRANSFERABLE

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

Equipment #	Make	Year	Model	Type	Serial #	Co.
Backhoe						
221	Case	2005	580 SM	Backhoe	N4G384002	AAC
223	Case	2000	580L	Backhoe	JJG0304739	AAC
240	Case	2002	580M	Backhoe	JJG0309139	AAC
241	Case	2008	580M	Backhoe	N7C425905	AAC
242	Case	2010	580M	Backhoe	NAC530381	AAC
248	Case	2013	580N	Backhoe	NDC581049	AAC
249	Case	2015	580N	Backhoe	NFC717360	AAC
250	Case	2014	580N	Backhoe	NEC701024	AAC
251	Case	2014	580N	Backhoe	NEC701029	AAC
253	Case	2017	580N	Backhoe	NFC71735	AAC
Compressor						
440	Airman	2001	PDS185S	Compressor	6A11090	AAC
441	Airman	1998	185CFM	Compressor	6A11401	AAC
442	Airman	1998	185CFM	Compressor	6A10891	AAC
443	Airman	2001	PDS185S	Compressor	6A10765	AAC
445	Airman	2008	185CFM	Compressor	6B41458	ABC
446	Airman	2008	185CFM	Compressor	6B42646	AAC
447	Sullair	2013	185CFM	Compressor	201210080031	AAC
448	Sullair	2014	185CFM	Compressor	201210080046	AAC
449	Leroil		185CFM	Compressor		ABC
453	Sullair	2014	185CFM	Compressor	201210090049	AAC
Crusher/Equip						
336	Read	1994	RD-90B	Screen All	1251	APM
340	Sandvick	2012	QA340	Screenner	1886SW12301	APM
419	Whiting	1998	40-48 Horiz	Crusher	SN-987-W4048	ABC
421	Whiting	2001	30"X60'	Stacker	2	APM
QJ-240	Sandvick	2012	QJ-240	Crusher		APM
Crush-1	Lippmann	2018	4800	Crusher	201811199	ABC
Screen-1	Lippmann	2018	6X20	Screen Deck	201811204	ABC
Stack-1	Hoover	2018	TTRS30-3300	Radial Stacker	1118-3300	ABC
Dozer						
229	Komatsu	2005	D39PX-21A	Dozer	1804	AAC

230	Komatsu	2008	D39PX-21A	Dozer	1959	AAC
252	Cat	2014	D5K2LGP	Dozer	0KY01122	AAC
Excavator						
438	John Deere	1996	690E	Excavator	DW690EL554357	AAC
451	Komatsu	1974	PC-220	Excavator	23083	APM
452	John Deere	2005		Excavator	500497	APM
Grader						
227	John Deere	1994	670B	Grader	546567	AAC
415	John Deere	2001	770C	Grader	DW770CX579261	AAC
Lift						
Lift-1	Bendpak	2014	XPR-1BC-192	Lift	2450-001	AAC
Light Tower						
L-1	Magnum	2005	MLT3060	Light Tower	051692	APM
L-2	Magnum	2005	MLT3060	Light Tower	055490	APM
L-3	Magnum	2004	MLT3060	Light Tower	042531	APM
L-4	Magnum	2004	MLT3060	Light Tower	042525	APM
L-5	Magnum	2014	MLT3060	Light Tower	410353	AAC
L-6	Magnum	2014	MLT3060	Light Tower	410360	AAC
L-7	Magnum	2014	MLT3060	Light Tower	410359	AAC
Loader						
235	Cat	1996	960F	Loader	9ZJ00411	APM
308	Cat	2002	980G	Loader	AWH00375	APM
309	Cat	2007	980H	Loader	JM52354	APM
311	Komatsu	2016	WA500	Loader	A94363	APM
314	Komatsu	2016	WA480	Loader	91489	ABC
Message Board						
B-1	Wanco	2014	3 Line VMS	Message Board	5F12S1612E1001725	AAC
B-2	Wanco	2014	3 Line VMS	Message Board	5F12S1614E1001726	AAC
B-3	Wanco	2014	3 Line VMS	Message Board	5F12S1616E1001727	AAC
B-4	Wanco	2014	3 Line VMS	Message Board	5F12S1618E1001728	AAC
Mill Machine/Equip						
291	Roadtec	2005	RX-700	Mill Machine	111	AAC
292	Roadtec	2009	RX-700	Mill Machine	187	AAC

293	Wirtgen	2011	2100	Mill Machine	9210424	AAC
294	Roadtec	2006	SB2500D	Shuttle Buggy	854	AAC
298	Roadtec	2015		Mill Machine	2064	AAC
R-W50	Wirtgen	2009	W-50	Trimmer Mill	10050229	AAC
Misc						
267	Yamaha	2008	YDRE	Golf Cart	JW2-F4236-20	AAC
268	Buyer SaltDogg	2015	SHPE 3000	Salt Spreader	00667	AAC
269	Godwin	2016	3" CD-80	Trailer Mounted Cent. Pump		AAC
402	Miller	2000	MC550	Curb Machine		AAC
412	International	1988	S1900	Fuel Truck	1HTLDDBN0JH599943	AAC
433	JLG Lift	2001	600SJ	Boom Lift	03000062267	APM
434	Skytrak	2005	10054	High Reach	0160008510	APM
461	Upright	2000	SB60	Boom Lift	1341	ABC
462	Genie Man Lift	2008	S85	Lift	S8008-7311	APM
463	5000 Gal Tank	2015	5000 Gallon	Storage Tank	Brine Tank	AAC
464	3000 Gal Tank	2015	3000 Gallon	Storage Tank	Brine Tank	AAC
500		1998		Water Buggy		AAC
501		2004		Water Buggy	SAJWS16174B0000002	AAC
593	Brine Sprayer	2015	ICS500	Brine Tank		AAC
596	Tig	2014	K2535-2 225	Welder	U1140505547	AAC
F-137	Yale	2000	6000	Fork Lift	E177B094125S	AAC
F-138	Moffet All Terrain	1998	M5000	Fork Lift	8251	AAC
Pavers						
175	Roadtec	2009	RP-175	Paver	118	AAC
195	Roadtec	2009	RP-195	Paver	217	AAC
211	Cedar Rapids	2001	CR561	Paver	47817	AAC
310	Cat	2002	AP-1050B	Paver	6ZN00236	AAC
370	Cat	2011	AP1055D	Paver	FAC00941	AAC
371	Cat	2014	AP1055E	Paver	OTJF00354	AAC
372	Cat	2015	AP1055F	Paver	TJ500257	AAC
373	Cat	2017	AP1055F	Paver	TJ500541	AAC
374	Leeboy	2007	8515	Paver	49305	AAC
Pressure Washer						
264	Honda	2005	SPRAK	Pressure Washer	12670	AAC

Rollers									
220	Cat	2005	CB-334E	Roller	C4F266	AAC			AAC
231	Cat	2015	CB44B	Roller	NSL00194	AAC			AAC
236	Cat	2016	CB44B	Roller	JXL00244	AAC			AAC
237	Sakai	2017	SW354	Roller	1SW73-30245	AAC			AAC
238	Cat	2017	CB10	Roller	CAT0CB10CP8P00195	AAC			AAC
239	Cat	2017	CB10	Roller	CAT0CB10V/P8P00196	AAC			AAC
281	Cat	2001	CB-534D	Drum Roller	SHN00473	AAC			AAC
359	Stone	2003	TR34R	Trench Roller		AAC			AAC
360	Hamm	2010	HD110VHD	Roller	H1741020	AAC			AAC
361	Hamm	2010	HD120V	Roller	H1750281	AAC			AAC
362	Cat	2010	CB34	Roller	034500550	AAC			AAC
363	Sakai	2009	SW320	Roller	4SW50-40127	AAC			AAC
364	Hamm	2013	HD120VO	Roller	H1840650	AAC			AAC
365	Sakai	2015	SW330	Roller	4SW51-40269C	AAC			AAC
366	Sakai	2015	SW330	Roller	4SW51-40268C	AAC			AAC
367	Sakai	2016	SW330	Roller	4SW51-40310	AAC			AAC
368	Sakai	2016	SW330	Roller	4SW51-40314C	AAC			AAC
369	Cat	2016	CB44B	Roller	JXL00232	AAC			AAC
425	Ingersoll Rand	2000	SD100D	Roller	164270	AAC			AAC
426	Cat	1997	CB-534	Roller	5HN00182	AAC			AAC
429	Grove			Crane					
428	Cat	2002	CB-534	Roller	FGH00465	AAC			AAC
435	Cat	2002	CB334	Roller	4CZ605	AAC			AAC
437	Cat	2006	CB-434-D	Roller	CNH-00589	AAC			AAC
Saw									
615	Saw	2014	Husqvarna	FS400LV	P/N 965148208	AAC			AAC
Skid Steer									
273	Cat	2017	289D	Skid Steer	TAW07924	AAC			AAC
274	Case	2001	1845C	Skid Steer	JAF0366442	APM			APM
275	Gehl	2002	4635SXT	Skid Steer	2988	ABC			ABC
276	Komatsu	2004	SK 1020-5	Skid Steer	5800081202	AAC			AAC
277	Case	1997	1840	Skid Steer	JAF0221373	APM			APM

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

American Asphalt Company, Inc.

(NAME OR LEGAL TITLE OF BIDDER)

of 100 Main Street, West Collingswood Heights, NJ 08059

(ADDRESS OF BIDDER)

as Principal, hereinafter referred to as the "Principal", and

Fidelity and Deposit Company of Maryland

(NAME OR LEGAL TITLE OF SURETY)

of 2000 Market Street, Suite 1100, Philadelphia, PA 19103

(ADDRESS OF SURETY)

a corporation duly organized under the laws of the State of Illinois and authorized to transact business in the State of New Jersey, as Surety, hereinafter referred to as the "Surety", are firmly bound unto the **BOROUGH OF GLASSBORO, GLOUCESTER COUNTY, NEW JERSEY** as "OWNER, hereinafter referred to as the "OWNER", in the sum of 10% of the total bid amount but * Dollars for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present. *not in excess of \$20,000.00

WHEREAS, the Principal has submitted a Bid for the project entitled "**Charles III Drive -- Phase II Roadway Improvements**".

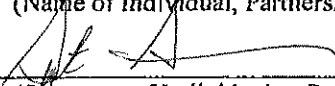
NOW THEREFORE, the condition of this Bond shall be such that if said Bid shall be accepted, and if the Principal shall furnish to the OWNER Bonds with good and sufficient surety within the times, in the forms and in the amounts require by the Bidding or Contract Documents and insurance certificates as required by the Contract Documents and upon award of a Contract to him by the OWNER shall execute and deliver the Agreement, within the times, in the forms and in the amounts as appropriate, required by the Bidding or Contract Documents, then this Bond shall be void; otherwise, this Bond shall remain in full force and effect.

The Principal and the Surety agree to pay to the OWNER the difference between the amount of said Bid, as accepted by the OWNER, and any higher amount for which the required Work shall be contracted for by the OWNER, together with any additional advertising costs, Engineer's fees, legal fees and any and all other fees and expenses incurred by the OWNER by reason of the failure of the principal to enter into such Agreement with the OWNER, or to furnish such Bonds, or to furnish insurance certificates; provided, however, that: (1) the obligation of the Surety shall not exceed the stated principal amount of this Bond; and (2) if the OWNER should not procure an executed Contract with any other person for the performance of the Work contemplated in said Bid, as accepted by the OWNER, upon the same terms and conditions, other than price as provided in the Bidding or Contract Documents, within the period provided in the Bidding or Contract Documents during which no Bids or Bidders may be withdrawn, whether because of the lack of other Bids or because of the inability or refusal of any other Bidder to enter into an appropriate Contract, or because of the cost under any higher Bid would be greater than the OWNER shall determine, in its sole discretion, that it can afford, then the Principal and the Surety agree to pay the OWNER the full amount of this Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the OWNER may accept the Bid of the Principal 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 present to be signed by their proper officers, on this 8th day of September, 2022.

Bond submitted by American Asphalt Company, Inc.
(Name of Individual, Partnership or Firm)

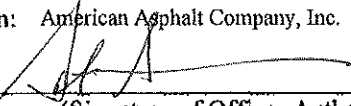

(Signature of Individual or Partner)

Patrick Polazzo, President
(Type or Print Name of Individual or Partner)

Doing business as American Asphalt Company, Inc.

Business address 100 Main Street, West Collingswood Heights, NJ 08059

If Bond Bid submitted by Corporation: American Asphalt Company, Inc.

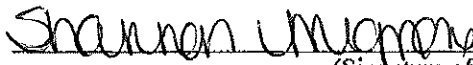

(Signature of Officer Authorized to Sign)

Patrick Polazzo, President
(Type or Print Name and Title of Officer)

New Jersey

(State of Incorporation)

Attest

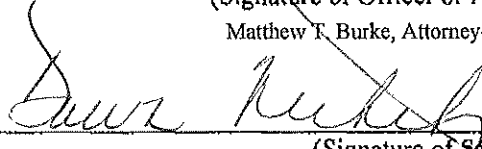

(Signature of Secretary)
Shannon Mignone, Assistant Corp Secretary
(Corporate Seal)

(Type or Print Name Secretary)

Corporate Surety: Fidelity and Deposit Company of Maryland
(Corporation's Name)


(Signature of Officer or Attorney-in-Fact*)
Matthew F. Burke, Attorney-in-Fact

~~XXXXXX~~


(Signature of ~~Secretary~~ Witness)

Dawn Nicholas, Witness

(Type or Print Name of ~~Secretary~~ Witness)

(Corporate Seal)

* Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act in behalf of the corporation. The date of the Bond must not be prior to date of Bid.

SURETY GUARANTY

To: Borough of Glassboro, Gloucester County, New Jersey

Know all men by these present, that for and in consideration of the sum of \$1.00 dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Fidelity and Deposit Company of Maryland (Surety Company) a corporation organized and existing under the laws of the State of Illinois and licensed to do business in the State of New Jersey and agrees, that if contract * is awarded to American Asphalt Company, Inc. (Name of Bidder), the undersigned corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith. In witness whereof, said surety has caused these present to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this 8th day of September, 2022.

*Charles III Drive - Phase II Roadway Improvements

(A CORPORATE ACKNOWLEDGEMENT AND STATEMENT OF AUTHORITY TO BE HERETO ATTACHED BY THE SURETY COMPANY.)

Fidelity and Deposit Company of Maryland



**SURETY COMPANY
ATTORNEY-IN-FACT**
Matthew T. Burke

~~WITNESSES~~



Dawn Nicholas, Witness

(SEAL)

ACKNOWLEDGEMENT FOR SURETY

State of: Pennsylvania
County of: Montgomery
Municipality of: Fort Washington to wit;

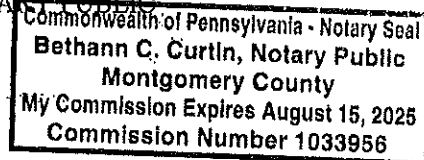
I, Bethann C. Curtin, a Notary Public in and for the
State, County and Municipality aforesaid, do certify that
Matthew T. Burke doing business as
Attorney-in-Fact for Fidelity and Deposit Company of Maryland whose name is signed to the
foregoing Bid Form, personally appeared before me in the State, County and Borough aforesaid and acknowledged
the same to be his act and deed.

My Commission expires August 15, 2025

DATE

Bethann C. Curtin

NOTARY PUBLIC



(SEAL)

Given under my hand and seal this 8th day of September, 2022.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. H. SHEPHERD, JR., David E. KELLS, JR., David B. KANE, Robert J. COLMAN, Matthew T. BURKE and John P. SEDOR**, all of Fort Washington, Pennsylvania, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of September, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **R. H. SHEPHERD, JR., David E. KELLS, JR., David B. KANE, Robert J. COLMAN, Matthew T. BURKE and John P. SEDOR**, all of Fort Washington, Pennsylvania, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

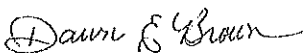
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of September, A.D. 2019.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: **Robert D. Murray**
Vice President



By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

Fidelity and Deposit Company of Maryland,

surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021, which amounts have been certified on a Certification by Pricewaterhouse Coopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

Fidelity and Deposit Company of Maryland, \$264,828,975

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2021 is as follows:

Fidelity and Deposit Company of Maryland, \$26,792,000

The amount of the bond to which the statement and certification is attached is 10% of the total bid amount but not in excess of \$20,000.00

- (1) 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 insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

- (b) Each surety that is party to any such contract of reinsurance certifies that each insurer 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, Robert D. Murray, as Vice President for Fidelity and Deposit, a corporation domiciled in Illinois, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



Robert D. Murray, Vice President

Dated: April 1, 2022

Effective: April 1, 2022

THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2021

ASSETS

Bonds.....	\$ 237,467,504
Stocks	18,985,762
Cash and Short-Term Investments	7,415,852
Reinsurance Recoverable	25,735,324
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	24,479,233
TOTAL ADMITTED ASSETS.....	\$ 314,083,675

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 378,101
Ceded Reinsurance Premiums Payable	48,876,599
Remittances and Items Unallocated	0
Payable to parents, subs and affiliates	0
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 49,254,700
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	264,828,975
Surplus as regards Policyholders	264,828,975
TOTAL	\$ 314,083,675

Securities carried at \$78,561,855 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2021 would be \$319,561,762 and surplus as regards policyholders \$270,307,062.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2021.

DocuSigned by:

Laura J. Lazarczyk

42DF60B47137480...

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2022.



[Signature]

Notary Public

The Fidelity and Deposit Company of Maryland

AMB #: 000387 NAIC #: 39306 FEIN #: 133046577

Domiciliary Address

1299 Zurich Way
Schaumburg, Illinois 60196-1066
United States

Web: www.zurichna.com

Phone: 800-382-2150

AM Best Rating Unit: AMB #: 050457 - Zurich Insurance Group Ltd

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional news, reports and products for this company.

Based on AM Best's analysis, 086976 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superior)
Affiliation Code: g (Group)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: October 01, 2021
Initial Rating Date: June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)
Outlook (or Implication): Positive
Action: Affirmed
Effective Date: October 01, 2021
Initial Rating Date: September 14, 2004

Financial Size Category View Definition

Financial Size Category: XV (\$2 Billion or greater)

u Denotes Under Review Best's Rating