

BID

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the "Community Development Block Grant FY 2020 -CT-1504-20 – Handicap Accessible Improvements at Various Street Corners and Handicap Accessible Sidewalk Installation along Taylor Avenue (Between Delaware Avenue and Seagull Lane - Borough of Beach Haven" in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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

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

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

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

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

Required with Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)	Required with Submission of Bid (Owner's Checkmarks)	Initial Each Item Submitted with Bid (Bidder's Initials)
X Public Works Registration for All Subcontractors (submit with Bid or prior to Award of Contract)	DNC	X Acknowledgement of Prevailing Wages	DNC
X Affirmative Action Affidavit	DNC	X Acknowledgement of Alternative Dispute Resolution Clause (ADR)	DNC
X Certificate of New Jersey Business Registration for Prime Contractor and all Subcontractors (Submit with Bid or Prior to Award of Contract)	DNC	X Disclosure of Investment Activities in Iran	DNC
X Experience Questionnaire	DNC	X Affirmative Action Agreement	DNC
X Equipment Certification	DNC	N/A Insurance Certificates (Upon Award)	DNC
X Acknowledgement of Liquidated Damages	DNC	N/A Agreement, Performance and Payment Bond (Upon Award)	DNC
X All documentary, informational or certification forms and any other items required within the bid specs	DNC	X U.S. Environmental Protection Agency Certification of Nonsegregated Facilities	DNC
X HUD Questionnaire	DNC	X Certification By Bidder Regarding Equal Employment Opportunity	DNC
X Indemnification Agreement	DNC		

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

Name of Bidder: Farle Asphalt Company
 By Authorized Representative: Brian M. Cooper, PE
 Signature: [Signature]
 Print Name and Title: Brian M. Cooper, PE, Manager of Engineering
 Date: April 8, 2021
 Phone Number: (732) 308-1113

BID SCHEDULE

**Community Development Block Grant FY 2020 -CT-1504-20 – Handicap Accessible Improvements at
Various Street Corners and Handicap Accessible Sidewalk Installation along Taylor Avenue (Between
Delaware Avenue and Seagull Lane - Borough of Beach Haven**

BASE BID

The BIDDER shall submit lump sum and unit prices for each of the fourteen (14) items on the bid form. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following prices:

ITEM NUMBER	SPEC. REF.	BRIEF DESCRIPTION OF ITEM AND PRICE IN WORDS AND FIGURES	EXTENSION
1	Special Conditions	<u>Performance Bond</u> <u>Lump Sum @ \$ 500.00</u> (Write Lump Sum Price in Figures) <u>Five hundred dollars & zero cents</u> (Write Lump Sum Price in Words)	<u>\$ 500.00</u>
2	Special Conditions	<u>Payment Bond</u> <u>Lump Sum @ \$ 500.00</u> (Write Lump Sum Price in Figures) <u>Five hundred dollars & zero cents</u> (Write Lump Sum Price in Words)	<u>\$ 500.00</u>
3	157	<u>Construction Layout</u> <u>Lump Sum @ \$ 1,000.00</u> (Write Lump Sum Price in Figures) <u>One thousand dollars & zero cents</u> (Write Lump Sum Price in Words)	<u>\$1,000.00</u>
4	159	<u>Traffic Director, Flagger</u> – Provide traffic Directors, Flaggers. <u>40 HRS @ \$ 0.01</u> per HR (Write Unit Price in Figures) <u>Zero dollars & one cent</u> (Write Unit Price in Words)	<u>\$ 0.40</u>
5	201	<u>Clearing Site</u> – Removal/disposal of curb, sidewalk, Pavement, soil and grass as necessary to prepare For improvements. <u>Lump Sum @ \$ 3,792.73</u> (Write Lump Sum Price in Figures) <u>Three thousand seven hundred ninety two dollars & seventy three cents</u> (Write Lump Sum Price in Words)	<u>\$ 3,792.73</u>

6	607	9" x 18" Concrete Barrier Curb – Furnish and Install 9"x18" 4500 psi concrete curb including Pavement repair. <u>44</u> LF @ \$ <u>55.00</u> per LF (Write Unit Price in Figures) <u>Fifty five dollars & zero cents</u> (Write Unit Price in Words)	\$ <u>2,420.00</u>
7	606	Concrete Sidewalk, 4-inch Thick – Furnish and Install 4-inch thick, 4500 psi concrete sidewalk Including DGA base. <u>169</u> SY @ \$ <u>125.00</u> per SY (Write Unit Price in Figures) <u>One hundred twenty five dollars & zero cents</u> (Write Unit Price in Words)	\$ <u>21,125.00</u>
8	606	Paver Sidewalk – Remove and reinstall Existing paver sidewalk to proposed grades including New DGA base and sand setting bed. <u>8</u> SY @ \$ <u>225.00</u> per SY (Write Unit Price in Figures) <u>Two hundred twenty five dollars & zero cents</u> (Write Unit Price in Words)	\$ <u>1,800.00</u>
9	606 919.14	Detectable Warning Surface – Furnish and Install red detectable warning mat. <u>4</u> SY @ \$ <u>285.00</u> per SY (Write Unit Price in Figures) <u>Two hundred eighty five dollars & zero cents</u> (Write Unit Price in Words)	\$ <u>1,140.00</u>
10	610	Striping Removal- Remove/grind out existing 4-inch wide thermoplastic traffic striping. <u>36</u> LF @ \$ <u>5.00</u> per LF (Write Unit Price in Figures) <u>Five dollars & zero cents</u> (Write Unit Price in Words)	\$ <u>180.00</u>
11	610	Traffic Stripes, 4-inch – Install 4-inch wide Blue long life epoxy stripes. <u>150</u> LF @ \$ <u>5.00</u> per LF (Write Unit Price in Figures) <u>Five dollars & zero cents</u> (Write Unit Price in Words)	\$ <u>750.00</u>
12	610	Traffic Marking Symbol – Install long life epoxy Blue handicap parking symbol. <u>9</u> SF @ \$ <u>30.00</u> per SF (Write Unit Price in Figures) <u>Thirty dollars & zero cents</u> (Write Unit Price in Words)	\$ <u>270.00</u>

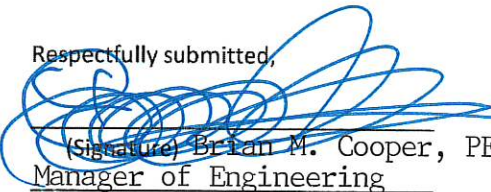
13	159	Handicap Parking Sign – Install new handicap Parking Sign with breakaway post. <u>1</u> EA @ \$ <u>275.00</u> per EA (Write Unit Price in Figures) Two hundred seventy five dollars & zero cents (Write Unit Price in Words)	\$ <u>275.00</u>
14	401	Landscape Restoration – Install 4-inch topsoil, Fertilizer, seed and mulch. <u>73</u> SY @ \$ <u>20.00</u> per SY (Write Unit Price in Figures) Twenty dollars & zero cents (Write Unit Price in Words)	\$ <u>1,460.00</u>

\$35,213.13

Base Bid - Total Price in Figures
 (Items 1 thru 14 combined)
Thirty five thousand two hundred thirteen
dollars & thirteen cents

Base Bid - Total Price in Words
 (Items 1 thru 14 combined)

Respectfully submitted,


 (Signature) Brian M. Cooper, PE
Manager of Engineering

(Title)

N/A

License No. (If applicable)

P.O. Box 556, Farmingdale, NJ 07727

(Address)

April 8, 2021

(Date)

Seal - If BID is by a Corporation

BID SCHEDULE

Community Development Block Grant FY 2020 -CT-1504-20 – Handicap Accessible Improvements at Various Street Corners and Handicap Accessible Sidewalk Installation along Taylor Avenue (Between Delaware Avenue and Seagull Lane - Borough of Beach Haven

ALTERNATE BID

The BIDDER shall submit lump sum and unit prices for each of the ten (10) items on the bid form. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following prices:

ITEM NUMBER	SPEC. REF.	BRIEF DESCRIPTION OF ITEM AND PRICE IN WORDS AND FIGURES	EXTENSION
A1	Special Conditions	<u>Performance Bond</u> <u>Lump Sum @ \$ 500.00</u> (Write Lump Sum Price in Figures) Five <u>hundred dollars & zero cents</u> (Write Lump Sum Price in Words)	\$ <u>500.00</u>
A2	Special Conditions	<u>Payment Bond</u> <u>Lump Sum @ \$ 500.00</u> (Write Lump Sum Price in Figures) Five <u>hundred dollars & zero cents</u> (Write Lump Sum Price in Words)	\$ <u>500.00</u>
A3	Special Conditions	<u>Construction Layout</u> <u>Lump Sum @ \$ 1,000.00</u> (Write Lump Sum Price in Figures) One <u>thousand dollars & zero cents</u> (Write Lump Sum Price in Words)	\$ <u>1,000.00</u>
A4	159	<u>Traffic Director, Flagger</u> – Provide traffic Directors, Flaggers. <u>40 HRS @ \$ 0.01</u> per HR (Write Unit Price in Figures) <u>Zero dollars & one cent</u> (Write Unit Price in Words)	\$ <u>0.40</u>
A5	201	<u>Clearing Site</u> – Removal/disposal of curb, sidewalk, Pavement, soil and grass as necessary to prepare For improvements. <u>Lump Sum @ \$ 3,074.60</u> (Write Lump Sum Price in Figures) Three thousand <u>seventy four dollars & sixty cents</u> (Write Lump Sum Price in Words)	\$ <u>3,074.60</u>

A6	602	<u>Inlet, Type A</u> – Install Type A inlet including Structure, casting and bicycle safe grate. <u>1</u> EA @ \$ <u>5,000.00</u> per EA (Write Unit Price in Figures) Five <u>thousand dollars & zero cents</u> \$ <u>5,000.00</u> (Write Unit Price in Words)
A7	607	<u>9" x 18" Concrete Barrier Curb</u> – Furnish and Install 9"x18" 4500 psi concrete curb including Pavement repair. <u>98</u> LF @ \$ <u>55.00</u> per LF (Write Unit Price in Figures) Fifty <u>five dollars & zero cents</u> \$ <u>5,390.00</u> (Write Unit Price in Words)
A8	606	<u>Concrete Sidewalk, 4-inch Thick</u> – Furnish and Install 4-inch thick, 4500 psi concrete sidewalk Including DGA base. <u>58</u> SY @ \$ <u>125.00</u> per SY (Write Unit Price in Figures) One <u>hundred twenty five dollars & zero cents</u> \$ <u>7,250.00</u> (Write Unit Price in Words)
A9	606 919.4	<u>Detectable Warning Surface</u> – Furnish and Install red detectable warning mat. <u>9</u> SY @ \$ <u>285.00</u> per SY (Write Unit Price in Figures) Two hundred <u>eighty five dollars & zero cents</u> \$ <u>2,565.00</u> (Write Unit Price in Words)
A10	401	<u>Landscape Restoration</u> – Install 4-inch topsoil, Fertilizer, seed and mulch. <u>6</u> SY @ \$ <u>20.00</u> per SY (Write Unit Price in Figures) Twenty <u>dollars & zero cents</u> \$ <u>120.00</u> (Write Unit Price in Words)

\$25,400.00

Alternate Bid - Total Price in Figures

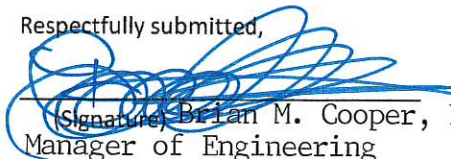
(Items A1 thru A10 combined)

Twenty five thousand
four hundred dollars & zero cents

Alternate Bid - Total Price in Words

(Items A1 thru A10 combined)

Respectfully submitted,



(Signature) Brian M. Cooper, PE

Manager of Engineering

(Title)

N/A

License No. (If applicable)

P.O. Box 556, Farmingdale, NJ 07727

(Address)

April 8, 2021

(Date)

Seal - If BID is by a Corporation

BID GUARANTEE

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Earle Asphalt Company
as Principal, and Federal Insurance Company
as Surety, are hereby held and firmly bound unto Borough of Beach Haven
as OWNER in the sum of ^{Ten Percent of Amount Bid Not To Exceed} Twenty Thousand Dollars (10% NTE \$20,000.00) for payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of March, 20 21. The Condition of the above
obligation is such that whereas the Principal has submitted to Borough of Beach Haven a certain
BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
Community Development Block Grant FY 2020 CT-1504-20-Handicap Accessible Improvements at Various
Street Corners and Handicap Accessible Sidewalk Installations Along Taylor Avenue (Between Delaware Ave
and Seagull Lane)

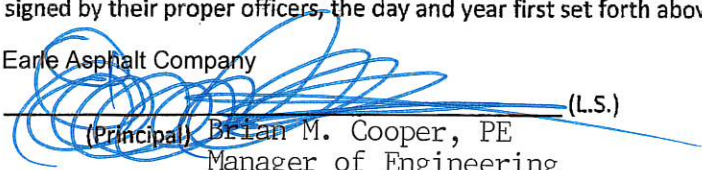
NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of
Contract attachment hereto (properly completed in accordance with said BID) and shall furnish
a BOND for faithful performance of said contract, and for the payment of all persons performing
labor furnishing materials in connection therewith, and shall in all other respects perform the
agreement created by the acceptance of said BID, then this obligation shall be void, otherwise
the same shall remain in force and effect; it being expressly understood and agreed that the
liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal
amount of this obligation as herein stated.

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

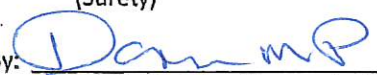
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of
them as are corporations have caused their corporate seals to be hereto affixed and these presents to be
signed by their proper officers, the day and year first set forth above.

Earle Asphalt Company

 (L.S.)
(Principal) Brian M. Cooper, PE
Manager of Engineering

Federal Insurance Company

(Surety)

By: 
Donna M Planeta, Attorney-in-Fact

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

KNOW ALL PERSONS BY THESE PRESENTS: that

Federal Insurance Company

(Name of Surety)

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

whose principal office is in Whitehouse Station, NJ

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

that if the accompanying bid of Earle Asphalt Company

(Name of BIDDER)

of Farmingdale, NJ

(hereinafter called the BIDDER), dated 4/8/2021 for Community Development Block Grant FY 2020 CT-1504-20-Handicap Accessible Improvements at Various Street Corners and Handicap Accessible Sidewalk Installations Along Taylor Avenue (Between Delaware Ave and Seagull Lane)

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

Borough of Beach Haven

(Name of Owner)

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

Provided and subject to the condition precedent:

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

IN WITNESS THEREOF, the undersigned corporation has caused this agreement to be signed by its proper officers and its Corporate Seal to be affixed hereto this 29th day of March A.D. 2021
Federal Insurance Company

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

Attest:

[Signature]
Kathryn Pryor, Witness



Power of Attorney

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

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Alexis R. Apostolidis, Cassandra Baez, Bryan M. Caneschi, Brendan William Fletcher, Phillip M. Kowner, Michelle Anne McMahon, Tanya Nguyen, Aimee R. Perondine, Donna M. Planeta, Kathryn Pryor, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba, Jacqueline Rose Susco, Nicholas Turecamo and Janee Wright of Hartford, Connecticut -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 28th day of October, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 28th day of October, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



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

Katherine J. Adelaar
Notary Public

CERTIFICATION

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

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

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

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

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

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

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

March 29, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

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

Statutory Basis

December 31, 2019

(in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (429,780)	Outstanding Losses and Loss Expenses	\$ 6,823,691
United States Government, State and Municipal Bonds	4,559,706	Reinsurance Payable on Losses and Expenses	1,433,250
Other Bonds	5,314,219	Unearned Premiums	2,014,727
Stocks	32,735	Ceded Reinsurance Premiums Payable	353,115
Other Invested Assets	1,029,733	Other Liabilities	849,544
TOTAL INVESTMENTS	10,506,613	TOTAL LIABILITIES	11,474,327
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	395,442	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	341,290	Unassigned Funds	1,306,881
Chubb Indemnity Ins. Co.	178,808	SURPLUS TO POLICYHOLDERS	4,039,335
Chubb National Ins. Co.	181,053		
Other Affiliates	97,150		
Premiums Receivable	1,511,096		
Other Assets	2,302,210		
TOTAL ADMITTED ASSETS	\$ 15,513,662	TOTAL LIABILITIES AND SURPLUS	\$ 15,513,662

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2019, investments with a carrying value of \$508,749,121 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2019.

Subscribed before me this

John Taylor

Senior Vice President

Diane Wright
Notary Public

August 8, 2023
My commission expires

Commonwealth of Pennsylvania - Notary Seal
Diane Wright, Notary Public
Philadelphia County
My commission expires August 8, 2023
Commission number 1235745
Member, Pennsylvania Association of Notaries

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Date: April 8, 2021

Michael G. Earle

Name

Michael G. Earle, Secretary

Title

Corporate Seal

*Cooper, PE

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, C.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Earle Asphalt Company

Organization Address: P.O. Box 556, Farmingdale, NJ 07727

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity		Home Address (for Individuals) or Business Address
Walter R. Earle II	33.33%	[REDACTED]
Thomas J. Earle	33.33%	[REDACTED]
Michael G. Earle	33.33%	[REDACTED]

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

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

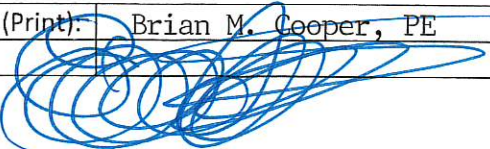
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
N/A	

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
N/A	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Brian M. Cooper, PE	Title:	Manager of Engineering
Signature:		Date:	April 8, 2021

LIST OF SUBCONTRACTORS

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

Name, Address and Telephone Number

Type of Work

Straight Edge Striping

Striping

201 Wilton Avenue

Middlesex, NJ 08846

Phone: (732) 302-3001

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:

Straight Edge Striping
2020

Responsible Representative(s):
Andrew Altobelli, President

A handwritten signature in black ink, 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.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

STRAIGHT EDGE STRIPING LIMITED LIABILITY

TRADE NAME:

ADDRESS:

18 RUE CEZANNE
FRANKLIN NJ 08873

SEQUENCE NUMBER:

1241139

EFFECTIVE DATE:

10/21/05

ISSUANCE DATE:

06/05/06

Jane J. Zucchin
Acting Director
New Jersey Division of Revenue

FORM BRG(03-01)

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

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

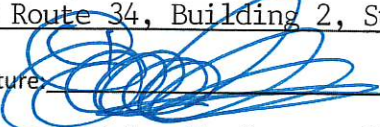
Number/Type	<u>None</u>	, dated	_____	, 20
		, dated	_____	, 20
		, dated	_____	, 20
		, dated	_____	, 20
		, dated	_____	, 20
		, dated	_____	, 20
		, dated	_____	, 20
		, dated	_____	, 20

Submitted to Borough of Beach Haven

by Earle Asphalt Company

a Corporation
a Co-partnership
an Individual

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

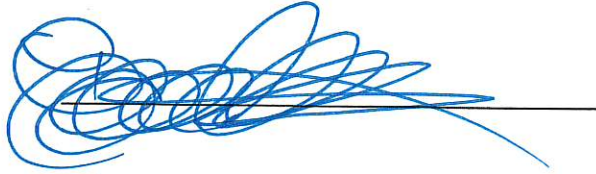
Corporate Officer Signature:  _____

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

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

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

Signature:

A handwritten signature in blue ink, consisting of a series of loops and flourishes, written over a horizontal line.

Print Name:

Brian M. Cooper, PE, Manager of Engineering

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

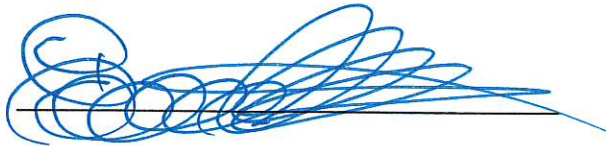
For Office Use Only:

20190502104534718

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

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

Signature:

A handwritten signature in blue ink, consisting of a series of loops and flourishes, written over a horizontal line.

Print Name:

Brian M. Cooper, PE, Manager of Engineering

Certificate Number
18315

Registration Date: 05/06/2019
Expiration Date: 05/05/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):

Walter Earle II, President
Michael Earle, Secretary

Earle Asphalt Company
2019

Responsible Representative(s):

Thomas Earle, Vice-President

A handwritten signature in dark ink, 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
18315

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):

Walter R Earle, President
Michael Earle, Secretary

Earle Asphalt Company
2021

Responsible Representative(s):

Thomas Earle, Vice-President

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

NON TRANSFERABLE

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

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

ss.

COUNTY OF Monmouth

Township

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

I am Manager of Engineering
of the firm of Earle Asphalt Company
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority 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 State of New Jersey 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
Earle Asphalt Company (N.J.S.A. 52:34-15)

(Name of Contractor)

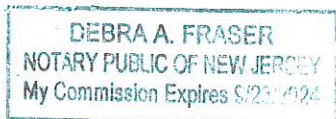

(Type or print name of affiant under signature)
Brian M. Cooper, PE, Manager of Engineering

SUBSCRIBED AND SWORN TO BEFORE ME THIS

8th DAY OF April, 2021

NOTARY PUBLIC OF

MY COMMISSION EXPIRES _____, 20__



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

PROCUREMENT AND SERVICE CONTRACTORS:

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

A. ALL CONTRACTORS

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

The following questions must be answered by all prospective contractors:

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

Yes _____

No X _____

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

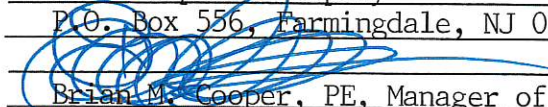
2. Do you have a State Certificate of Employee Information Report Approval?

Yes X _____

No _____

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

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

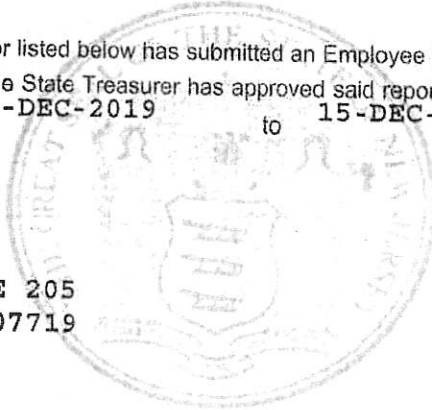
Company: Earle Asphalt Company
Address: P.O. Box 556, Farmingdale, NJ 07727
Signature: 
Title: Brian M. Cooper, PE, Manager of Engineering
Phone: (732) 308-1113

Certification **5657**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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

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



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

OMB Control No. 2502-0029
(exp. 4/30/2020)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

Earle Asphalt Company
P.O. Box 556
Farmingdale, NJ 07727

By

Title

Brian M. Cooper, PE, Manager of Engineering

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. 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 setting forth the provisions of the nondiscrimination clause.

(2) The contractor 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 race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

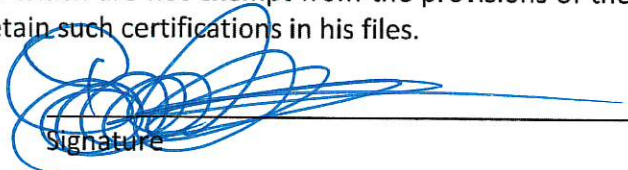
(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

**U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding
\$10,000 which are not exempt from 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 service 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 certification, 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 or 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 which are not exempt from the provisions of the Equal Opportunity clause, and that we will retain such certifications in his files.

 4/08/21
Signature Date

Brian M. Cooper, PE, Manager of Engineering
Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in
18 U.S.C. 1001.

EXPERIENCE QUESTIONNAIRE

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

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

Submitted to Borough of Beach Haven

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

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

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

How long have you, as Contractor, been engaged in the construction business under present Individual or Company name? 47 years and 6 years as Earle Asphalt & Paving Co.

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

No

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

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

(Attach Additional Sheets as Required)

EARLE ASPHALT COMPANY - (REFERENCES) PAST PROJECTS

<u>OWNER</u>	<u>CONTACT</u>	<u>PROJECT NAME</u>	<u>COMPLETION</u>	<u>AMOUNT</u>
Borough of Ocean Gate 801 Ocean Gate Avenue Ocean Gate, NJ 08740	c/o Remington Alan B Dittenhofer, PE 732-286-9220	Monmouth Avenue Reconstruction Phase I & Phase II	04/14	241,392.34
County of Mercer 640 South Broad Street Trenton, NJ 08611	Frank Zabawa 609-303-0708	Lawrence-Hopewell Trail Ph III	04/14	711,913.13
Township of Upper Freehold 314 Route 539 Cream Ridge, NJ 08514	c/o T&M Associates Glenn R. Gerken, PE 732-473-3400	Improvements to Sharon Station Road, Phase III	04/14	463,913.13
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Randolph S. Laks, Pe 732-955-8000	13th Street and Courtney Road Improvements	04/14	202,613.36
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Whispering Pines Roadway Improvements	05/14	175,156.87
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2013-B Recon/Resurf County Roads	05/14	1,818,913.13
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	2011 Road Program	05/14	202,169.53
Borough of Bay Head 81 Bridge Avenue Bay Head, NJ 08742	c/o Remington Vernick Alan Dittenhofer, PE 732-286-9220	Reconstruction of Lake Avenue	05/14	164,921.87
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction/Resurfacing CR528 (East Veterans Highway) Jackson	06/14	350,684.28
Boro of Pt Pleasant Beach 416 New Jersey Avenue Pt Pleasant Beach, NJ 08742	c/o T&M Associates Raymond Savacool PE 732-473-3400	Boston Avenue Improvements	06/14	241,902.55
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o T&M Associates Albert D. Yodakis, Pe 732-473-3400	2012 Road Program - Various Roads	07/14	306,847.45
Township of Howell	James R. Herman, PE	Resurfacing of Aldrich Road East	07/14	867,112.52

4567 Route 9 North Howell, NJ 07731	732-938-4500			
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	2013 Township Wide Road Paving & Drainage Project	07/14	2,385,911.63
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Sylvan Avenue, Mill Street and Hempstead Road	08/14	360,148.64
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Travis Johnson 732-625-4340	Route 33 From Manalapan Brook to Halls Mill Road	08/14	6,715,869.88
Township of Woodland 3943 Main Street Chatsworth, NJ 08019	c/o Pennoni Associates Thomas Lisse, PE 856-547-0505	Prince Street, Laurel Lane & Cedar Drive	08/14	205,667.70
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Najarian Assoc. Robert Kuhne, PE 732-389-0220	Roberts Ave & Chamberlain Drive	08/14	145,990.10
Borough of Fair Haven 748 River Road Fair Haven, NJ 07704	Richard Gardella PE 732-747-0241	Improvements to Lake Avenue	09/14	581,697.22
Borough of Avon-by-the-Sea 301 Main Street Avon-by-the-Sea, NJ 07717	c/o T&M Associates Charles J. Rooney, PE 732-473-3400	2013 Road Improvement Program	09/14	398,837.13
Borough of Freehold 51 West Main Street Freehold, NJ 07728	c/o Cranmer Eng. William Wentzien 732-212-8900	Douglas Road/West George Street/ Stillwell Place Road Improvements	09/14	813,134.83
County of Monmouth 1 East Main Street Freehold, NJ 07728	Rich Kucinski 732-431-7760	Intersection Improvements @ CR 15 (Locust Ave) & Parker Road	09/14	507,398.79
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	2010 Road Program	09/14	1,836,541.06
Township of Colts Neck 124 Cedar Drive Colts Neck, NJ 07722	Glenn Gerken, PE c/o T&M Associates 732-473-3400	Laird Road	12/14	538,167.07

City of Long Branch 344 Broadway Long Branch, NJ 07740	c/o Leon S. Avakian Gerald J. Freda, PE 732-922-9229	2013-14 Rdwy Improvement Program	01/15	431,133.54
Township of Neptune 25 Neptune Boulevard Neptune, NJ 07753	c/o Leon S. Avakian Peter R. Avakian, PE 732-922-9229	Improv to Wayside Road, Ph II	03/15	238,156.65
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2014A Recon/Resurf County Roads	04/15	909,860.91
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon of CR571 (Whitesville Rd)	04/15	544,056.78
Borough of Freehold 51 W. Main Street Freehold, NJ 07728	c/o Abbington Assoc. Stephen R. Kiselick 732-212-8900	Throckmorton Street Rd Improvs	05/15	\$294,933.11
Township of Millstone 470 Stage Coach Road Millstone, NJ 08501	c/o Leon S. Avakian Mehryar Shafai, PE 732-922-9229	Improv to Stillhouse Rd Ph 1 & 2	06/15	359,506.26
Township of Lacey 818 West Lacey Road Forked River, NJ 08731	c/o O'Donnell, Stanton Michael F. O'Donnell 732-573-0490	2013 Sunrise Boulevard Rd Improv.	06/15	417,213.13
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Mory Soltani 732-625-4340	Route 72 Resurfacing	06/15	3,280,139.45
Township of Howell 251 Preventorium Road Howell, NJ 07731	c/o Maser Consulting Paul K. Nolan, PE 732-383-1950	2014 Capital Program #6	06/15	780,584.62
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Jitesh Patel 732-625-4340	Route 9 and Lacey Road, Lacey	07/15	4,103,505.87
Borough of Beachwood 1600 Pinewald Road Beachwood, NJ 08722	c/o T&M Associates James M. Oris, PE 732-473-3400	Imp to Anchor, Nautilus & Mermaid	07/15	448,724.19
Township of Howell 251 Preventorium Road Howell, NJ 07731	c/o Maser Consulting James A. Priolo 732-383-1950	2014 Capital Program #1	08/15	2,089,730.78

Township of Upper Freehold 314 Route 539 Cream Ridge, NJ 08514	c/o T&M Associates Patrick J. Jeffery, PE 732-473-3400	2014 Roadway Improvements	08/15	1,012,448.35
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2013-C	09/15	3,312,826.15
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Stormwater Mgmt Contract 2014-A	09/15	412,233.98
Township of Upper Freehold 314 Route 539 Cream Ridge, NJ 08514	Patrick Jeffery, PE, PP 732-473-3400	2014 Capital Program - Roadway Improvements	09/15	1,351,002.73
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Stormwater Basin Improvement Former Landfill	09/15	241,213.13
Township of Howell 251 Preventorium Road Howell, NJ 07731	c/o Najarian Assoc. Robert Kuhne, PE 732-389-0220	Capital Imp Program #2	10/15	1,603,876.63
NJ Turnpike Authority 1 Turnpike Plaza Woodbridge, NJ 07095	Joseph El-Kallassy 609-584-8900 Joseph Johnson PE 732-750-5300	GSP Widening 57.8 to 64.9, Contract P200.136	10/15	53,311,748.56
Township of Millstone 470 Stage Coach Road Millstone, NJ 08501	c/o Leon S. Avakian Mehryar Shafai, PE 732-922-9229	2014 Roadway Improv Program	10/15	642,976.99
Township of Lawrence 2207 Lawrence Road Lawrence Township, NJ 08648	James F. Parvesse, PE 609-844-7087	2015 Road Repair Program Various Roads	10/15	307,873.73
Township of Freehold One Municipal Plaza Freehold, NJ 07728	Timothy P. White, PE 732-294-2000	2014 Spring Overlay Program	11/15	651,557.40
County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph Ettore, PE 732-683-8841	Improvements to CR 10, West/ East Front Street, Red Bank	11/15	759,458.68
Township of Berkeley	c/o Najarian Assoc	Corinth, Piccadilly, York, Cedar Run	11/15	529,963.75

627 Pinewald-Keswick Rd Bayville, NJ 08721	Robert Kuhne, PE 732-389-0220			
County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph M Ettore, PE 732-431-7760	Inter Improvs @ CR 4 & CR 46	12/15	1,200,660.92
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2014B Recon/Resurf County Roads	12/15	2,810,471.78
Borough of Manasquan 201 East Main Street Mansquan, NJ 08736	c/o Maser Consulting James A. Priolo, PE 732-383-1950	2014 Misc. Rdwy Improvements	12/15	283,915.67
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	2014 Paving Program Lake Riviera Resurfacing Phase II	03/16	882,043.84
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Contract 2014B	03/16	2,810,472.14
Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Ferriero Eng. Dennis W. O'Neal PE 609-466-0002	Washington Avenue Road Improvements	03/16	391,144.73
Township of Manalapan 120 Rt 522 & Taylors Mills Rd Manalapan, NJ 07726	c/o CME Associates James Winckowski, PE 732-462-7400	Pease Road Improvements	05/16	530,879.10
Township of West Windsor 271 Clarksville Road Princeton Junction, NJ 08550	c/o BANC3, Inc. Andrew Schanck, PE 609-759-1900	Village Road Phase I	05/16	505,721.92
County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph M Ettore, PE 732-625-4340	2014 Resurf of Various County Rds.	05/16	5,393,020.66
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Maddock, Churchill, E McGalliard Road Improvements	05/16	445,778.19
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Charlotte, Hollywood & Andrew St Road Improvements	05/16	458,021.72

County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Contract 2015A	06/16	2,830,204.43
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Contract 2015B	06/16	2,584,104.82
Township of North Hanover 41 Schoolhouse Road Jacobstown, NJ 08562	c/o Remington Kim Wendell Bibbs, PE 856-303-1245	2015 Road Resurfacing Program Contract 2	06/16	612,307.57
Borough of Interlaken 100 Grasmere Avenue Interlaken, NJ 07712	c/o Leon S. Avakian Peter R. Avakian, PE 732-922-9229	Improvements to Buttermere Avenue	07/16	427,234.42
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Contract 2014C	09/16	4,663,877.75
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Robert Swayne 732-625-4340	2015 Central Maintenance Contract	09/16	1,457,247.14
Borough of Beachwood 1600 Pinewald Road Beachwood, NJ 08722	c/o T&M Associates James M. Oris, PE, PP (732) 473-3400	FY 2015 Capital Improvement Program	10/16	692,928.08
Township of Colts Neck 124 Cedar Drive Colts Neck, NJ 07722	Glenn Gerken, PE c/o T&M Associates 732-473-3400	Laird, Muhlenbrink, Big Beech, Fireside, Seedling	10/16	910,315.60
County of Mercer 640 South Broad Street Trenton, NJ 08611	Marcella Covello 609-989-6710	Recon of County Bridge 6-140.13 Nottingham Way Over Assunpink Creek City	11/16	2,693,242.92
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	Joseph Johnson 732-750-5300 c/o Jacobs Eng Glenn Langowski PE	GSP Interchange 88 Improvs Contract P300.198 973-267-0555	11/16	69,781,664.05
Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Ferriero Eng. Walter H. Wolf 609-466-0002	West Prospect Street Road Improvements	11/16	552,352.16
State of New Jersey 1035 Parkway Avenue	Travis Johnson 732-625-4340	Route 9, Craig Road	11/16	14,333,452.86

Trenton, NJ 08625

Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Ferriero Eng. Dennis W. O'Neal PE 609-466-0002	West Prospect Street Road Improvements	11/16	552,352.16
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	#16 Paving Program #1 Northern Cedarcroft Section	11/16	566,458.58
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Improvements to Gloucester Drive & Pioneer Drive Drainage Ph 2	11/16	873,932.99
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	2015 Road Improvement Program	12/16	1,655,576.52
Borough of Point Pleasant 2233 Bridge Avenue Point Pleasant, NJ 08742	c/o Remington Alan B. Dittenhofer, PE 732-286-9220	Roadway Reconstruction of Bennett Avenue	12/16	425,098.25
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	South Olden Avenue - Road Improvements	01/17	551,221.46
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	Daniel Hesslein, PE 732-750-5300	Placement of Pervious Placement Within Grassed Median Areas Contract P200.416	02/17	673,486.73
Township of Lawrence 2207 Lawrence Road Lawrence Township, NJ 08648	James F. Parvesse, PE 609-844-7087	2016 Road Improvement Program	03/17	1,063,170.20
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf of Certain County Rds Contract 2015E Lakehurst to CR 527	6/17	1,210,307.64
Borough of Freehold 51 West Main Street Freehold, NJ 07728	c/o Abbington Eng. (732) 431-1440	2016 Overall Roadway Improvements	06/17	497,892.68
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	2015 Road Program Phase II	06/17	1,989,769.43
Township of Berkeley	c/o Remington	Rd Recon at Pelican Point	06/17	362,746.39

627 Pinewald-Keswick Rd Bayville, NJ 08721	Steven Williams 732-286-9220	23rd Ave & 24th Ave		
Middlesex Water Company 1500 Ronson Road Iselin, NJ 08330	Brian Carr 732-634-1500	Plainfield Ave 42" Water Main Extension	08/17	2,452,209.43
Township of Middletown One Kings Highway Middletown, NJ 07748	c/o T&M Associates Dennis J. Mantlick, PE 732-473-3400	2015 Cooper Road and Main Street Improvements	08/17	737,358.06
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon of East County Line Road (CR 526) Apple Street to Rt 549 Ph II	9/17	982,288.57
City of Trenton 319 East State Street Trenton, NJ 08608	c/o Roberts Eng. Cameron Corini, EIT 609-586-1141	Reconstruction of South Broad Street	09/17	508,901.93
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Sunset Boulevard & Aberfoyle Drive Road Improvements	10/17	628,007.91
Township of Bordentown 1 Municipal Drive Bordentown, NJ 08505	c/o CME Assoc. Gregory R. Valesi 732-462-7400	2016 Roadway Improvement Program	11/17	992,390.97
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates John J. Stefani, PE 732-462-7400	Mermaid Drive Improvements	11/17	436,990.43
Borough of Spring Lake Heights 555 Brighton Avenue Spring Lake Heights, NJ 07762	Joseph C. May, PE Borough Engineer 732-449-3500	Municipal Road Imps - NJDOT Local Aid Mun Road Imps.	11/17	564,255.84
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf Portions of Certain County Roads, 2016B	12/17	2,690,283.76
Lacey Municipal Utilities Auth. 123 S. Main Street Forked River, NJ 08731	c/o Remington Vernick Alan Dittenhofer 732-286-9220	Fairview Avenue Sanitary Improvs Contract No. 2015-1	12/17	485,381.99
Township of Manchester 1 Colonial Drive Manchester, NJ 08759	c/o Maser Consulting Robert Mullin, PE, PP 877-627-3772	Reconstruction of Broadway Boulevard - Phase 2	12/17	345,538.43

County of Monmouth 1 East Main Street Freehold, NJ 07728	Joseph M Ettore, PE 732-431-7760	2016 Resurf of Various County Rds.	12/17	3,996,388.77
Township of Eagleswood 146 Division Street West Creek, NJ 08092	c/o Owen, Little & Assoc Frank J. Little, Jr. 732-908-2695	SFY '15 Downtown Area Imps West Side of NJSH Rt 9 Thomas Ave to Willets Ave	01/18	233,695.86
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates John J. Stefani, PE 732-462-7400	2016 Roadway Improvement Program, #2016-046	01/18	1,308,091.39
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Pine & Spruce Street Road Improvements	01/18	294,556.37
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Alaimo Group Nelson Landon, PE 609-267-8310	Sabinas, Virgin Island & Gorginio Improvements	01/18	429,987.43
Township of Colts Neck 124 Cedar Drive Colts Neck, NJ 07722	Glenn Gerken, PE c/o T&M Associates 732-473-3400	FY 2016 Municipal Aid Road Program	02/18	393,822.07
Borough of Hopewell 88 East Broad Street Hopewell, NJ 08525	c/o Van Cleef Eng. Herbert J. Seeburger 609-689-1100	Hopewell-Wertsville Road Ph II	03/18	303,501.34
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Improvements to Sylvan Lake Boulevard	03/18	396,237.58
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Replace Jackson Mills Culvert Jackson	04/18	1,109,439.50
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon/Resurf Portions of Certain County Roads, 2016A	05/18	2,721,283.06
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Washington Avenue Elevation and Restoration Project	05/18	686,061.45
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Kristin Way, Paxson Ave Ext, Stratton Drive	05/18	488,748.99

Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Ridge Avenue Reconstruction	05/18	1,075,276.04
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Whitehorse-Hamilton Square Road Cypress Lane to Klockner Road	06/18	457,768.65
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	FY 2016 Local Aid Lake Riviera Ph III	06/18	1,448,945.21
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	FY 2015 NJDOT Municipal Aid Road Program Improvements to Harvard Avenue	06/18	262,004.39
Borough of Beachwood 1600 Pinewald Road Beachwood, NJ 08722	c/o T&M Associates Charles Cunliffe, PE 732-473-3400	2016 Capital Imp Program & Water Main Replacement	07/18	553,988.02
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Superstorm Sandy - North Beach Road & Drainage Repairs Ph 2	07/18	1,088,667.24
Borough of Fieldsboro 204 Washington Street Fieldsboro, NJ 08505	c/o Maser Consulting Anthony Sinn 856-797-0412 x 4154	Rdwy Imps for Washington Street from Second Street to Fourth Street	08/18	197,847.65
Township of Colts Neck 124 Cedar Drive Colts Neck, NJ 07722	c/o T&M Associates Glenn Gerken, PE 732-473-3400	FY 2017 Capital Rdwy Improvement Program Phase I	08/18	652,539.76
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Recon of the Hyson Road-Cook Bridge Road Intersection, Jackson	08/18	1,096,208.38
Borough of Seaside Park 1701 North Ocean Avenue Seaside Park, NJ 08752	c/o CME Associates Drew Pavlick, PE, PP 732-462-7400	Improvements to North Avenue	08/18	500,836.58
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Improvements to Nostrand Drive & Abergele Court	08/18	479,206.24
New Jersey Turnpike Auth 1 Turnpike Plaza	John Ernst 732-750-5300	Central Pavement Restoration/Misc. Improvements, Contract P200.396	09/18	8,991,308.32

Woodbridge, NJ 07095

New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	John Ernst 732-750-5300	Central Pavement Restoration/Misc. Improvements, Contract P200.396	09/18	8,991,308.32
Township of Neptune 25 Neptune Boulevard Neptune, NJ 07753	Leanne Hoffmann, PE 732-988-5200	Improvements to Brighton Avenue Force Main	10/18	330,653.47
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	Ortley Beach Resurfacing and Striping Project	10/18	2,134,024.71
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	c/o CME Associates Drew Pavlick, PE, PP	Roadway Improvements to Birchwood Park - Phase II	11/18	518,853.04
Township of Upper Freehold 314 Route 539 Cream Ridge, NJ 08514	c/o T&M Associates Patrick Jeffery, PE, PP 856-722-6700	2017 Capital Program	11/18	1,464,582.88
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650	Donald Ragazzo 609-890-3636	Tindall Avenue & Redfern Street Road Improvements	11/18	614,649.06
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Remington Steven Williams 732-286-9220	Fort de France Avenue Recon.	11/18	338,210.30
Township of Burlington 851 Old York Road Burlington Township, NJ 08016	Donald McAllister 609-239-5836	Mill & Overlay of Various Streets Contract 2017-12	12/18	735,675.90
City of Long Branch 344 Broadway Long Branch, NJ 07740	c/o Leon S. Avakian Louis J. Lobosco, PE 732-922-9229	2016 Roadway Improvements	12/18	1,023,662.18
Borough of Morrisville 35 Union Street Morrisville, PA 19067	c/o Gilmore & Assoc. Elora M. Das E.I.T. 215-369-3955	Plaza Boulevard Roadway Resurf. Contract #18-06003	01/19	131,888.96
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction of Hope Chapel Road CR 547, Manchester and Jackson	01/19	977,891.48
Borough of Hightstown	c/o Van Cleef Eng.	Roadway Reconstruction East Ward	01/19	371,722.91

148 North Main Street Hightstown, NJ 08520	Herbert J. Seeburger Jr 609-689-1100	Street		
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates John J. Stefani, PE 732-462-7400	Mermaid Drive Improvements Ph 2 #2018-02	01/19	416,241.18
Borough of Morrisville 35 Union Street Morrisville, PA 19067	c/o Gilmore & Assoc. Elora M. Das, EIT (215) 369-3955 x 712	Contract # 18-06003 Plaza Boulevard Roadway Resurfacing	01/19	131,888.96
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	Joseph Francisco c/o Boswell Engineering jfrancisco@boswellengineering.com	GSP Improvements Exit 105 Contract P300.271	02/19	20,785,978.17
Borough of Spring Lake 423 Warren Avenue Spring Lake, NJ 07762	c/o Leon S. Avakian Louis J. Lobosco, PE 732-922-9229	Lorraine Avenue and Tuttle Avenue Water Distribution System Improvs.	02/19	779,582.69
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction/Resurfacing Contract 2017B	03/19	2,861,058.69
Borough of Point Pleasant 2233 Bridge Avenue Point Pleasant, NJ 08742	c/o Remington Alan B. Dittenhofer, PE 732-286-9220	Mill & Overlay of Various Locations	04/19	276,604.86
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Reconstruction/Resurfacing Contract 2016C	05/19	3,976,602.68
Borough of Hightstown 156 Bank Street Hightstown, NJ 08520	c/o Roberts Eng. Carmela Roberts, PE 609-586-1141	First Avenue and Forman Street Water Main Extension Project	07/19	274,985.35
Township of Brick 401 Chambers Bridge Road Brick, NJ 08723	Maryann E. Jusinski 732-262-1057	Holly Hill Cove Roadway Resurfacing	08/19	424,598.97
State of New Jersey 1035 Parkway Avenue Trenton, NJ 08625	Dhaval Patel 732-625-4340	Route 295, Route 130 to Independence Avenue	08/19	4,845,477.67
New Jersey Turnpike Auth 1 Turnpike Plaza Woodbridge, NJ 07095	John Ernst 732-750-5300	GSP Roadway Resurfacing (2017) Contract No. P200.418	08/19	11,201,588.11
Township of Brick	Maryann E. Jusinski	Lions Head South Boulevard	08/19	559,313.13

401 Chambers Bridge Road Brick, NJ 08723	732-262-1057	Road Improvements		
Township of Toms River 33 Washington Street Toms River, NJ 08754	Robert J. Chankalian 732-341-1000	North Beaches - Resurfacing & Striping Project	08/19	3,432,681.38
Township of Medford 17 North Main Street Medford, NJ 08055	Christopher J. Noll, PE (856) 235-7170	Skeet Road Phases II & III	09/19	555,806.02
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract A FY 2016 Mun Aid Prog. Saint Louis Ave to Baltimore Ave Avenue	10/19	307,109.96
Borough of Point Pleasant Beach 416 New Jersey Avenue Point Pleasant Beach, NJ 08742	c/o T&M Associates Mark Rohmeyer, PE 732-473-3400	Contract B FY 2017 Mun Rd Imps Baltimore Ave to Ocean Ave	10/19	373,841.56
Township of Berkeley 627 Pinewald-Keswick Rd Bayville, NJ 08721	c/o Najarian Associates John Freeman, PE 732-389-0220	Stockport, Yucatan, Maison, Prince Charles	11/19	502,286.21
Township of Howell 1460 Route 9 South Howell, NJ 07731	c/o CME Associates Bennett A. Matlack, PE 732-389-0220	Howell Capital Program #2 Mill & Overlay	11/19	2,119,000.65
Township of Ewing 2 Jake Garzio Drive Ewing, NJ 08628	c/o Remington Kahleen Niemann (856)303-1245	FY' 2018 NJDOT Trust Fund Resurfacing of Buttonwood Drive	11/19	474,743.81
Brick Township BOE 101 Hendrickson Avenue Brick, NJ 08724	c/o Suburban Consult Kirk Danielson (732) 282-1776	Veterans Memorial Middle School Parking Lot Improvements	11/19	971,149.40
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	2017C Recon/Resurf County Roads	12/19	3,235,196.56
Borough of Island Heights 1 Wanamaker Municipal Comp P.O. Box 797 Island Heights, NJ 08732	c/o Maser Consulting Bruce Bradford	2018 Water Main Replacement	12/19	664,418.90
West Windsor Parking Authority 64 Princeton Highstown Road Princeton Junction, NJ 08550	c/o ACT Engineers Andrew C. Birtok, PE (609) 918-0200	2019 Repaving Project	12/19	762,622.73

Township of Hopewell 201 Washington Crossing Pennington Road Titusville, NJ 08560	c/o Van Cleef Eng. Herbert Seeburger, PE (609) 689-1100 x 1010	2018 Road Maintenance Program Various Roads, Contract 18-02	1/20	942,793.13
Township of Hamilton 2090 Greenwood Avenue Hamilton, NJ 08650-0150	Donald Ragazzo 609-890-3636	Fitzrandolph Avenue, Hewitt Road & West McGalliard Avenue - Road Improvements	1/20	575,092.72
Township of Toms River 33 Washington Street Toms River, NJ 08753	Robert J. Chankalian (732) 341-1000	Elevation of Pumpshire Road	1/20	577,013.13
Township of Toms River 33 Washington Street Toms River, NJ 08753	Robert J. Chankalian (732) 341-1000	Bay Breeze & Sea Breeze Drive Road Elevation Project	2/20	2,232,639.23
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Terence Vogt, PE 732-955-8000	Forest Drive & Shady Lane Road Improvements	2/20	472,083.23
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	2019 NJDOT MA Jamaica Blvd Phase III Road Reconstruction	3/20	382,655.07
Township of Stafford 260 East Bay Avenue Manahawkin, NJ 08050	c/o CME Associates Lucee Zamor (732) 462-7400	2018 Roadway Improvements Program Bid # 2018-056	4/20	1,660,239.98
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	Pulaski Blvd & Satiago Dr West Mill & Overlay	5/20	317,313.13
Borough of Pennington 30 North Main Street Pennington, NJ 08534	c/o Van Note-Harvey Brandon Fetzer 609-987-2323	East Curlis Avenue and Weidel Dr Reconstruction Project	5/20	441,869.61
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Remington Vernick Steve Williams 732-286-9220	La Dunette Drive and Santo Domingo Drive Mill & Overlay	5/20	320,413.13
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Replacement of Main Street Bridge, Ocean Township	6/20	766,432.73
Township of Berkeley	c/o Remington Vernick	Paradise Blvd Mill & Overlay	7/20	314,913.13

627 Pinewald-Keswick Road Bayville, NJ 08721	Steve Williams 732-286-9220			
Township of Little Egg Harbor 665 Radio Road Little Egg Harbor, NJ 08087	c/o T&M Associates Jason A. Worth, PE 732-473-3400	Improvements to Maryland Road	7/20	402,892.61
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Replacement of East Branch Culvert (Structure No. 1533-011)	08/20	538,086.28
Borough of Pt. Pleasant Beach 416 New Jersey Avenue Pt. Pleasant Beach, NJ 08742	c/o T&M Associates Charles Cunliffe 732-473-3400	FY2019 Municipal Aid Road Program Improvements to St. Louis Avenue (Phase II)	08/20	473,916.96
Borough of Atlantic Highlands 100 First Avenue Atlantic Highlands, NJ 07716	c/o CME Associates Bennet Matlack 732-462-7400	2019 Municipal Aid Program	9/20	800,252.48
Borough of Eatontown 47 Broad Street Eatontown, NJ 07724	c/o ARH Associates Zayineth Carballo 609-561-0482	2019 Eatontown Road Program	9/20	701,749.94
Township of Howell 4567 Route 9 North Howell, NJ 07731	c/o Boro Engineering Albert Yodakis 732-996-7076	Repaving of Cranberry Road	10/20	628,397.21
Township of Toms River 33 Washington Street Toms River, NJ 08753	c/o Robert Chankalian 732-341-1000	2019 Township Wide Paving Prg	10/20	3,928,607.94
Township of Lakewood 231 Third Street Lakewood, NJ 08701	c/o Remington Vernick William Dempsey 732-427-2437	2019 NJDOT Local Freight Grant	10/20	684,749.35
Township of Tabernacle 163 Carranza Road Tabernacle, NJ 08088	c/o Dante Guzzi Eng. William Buechele 609-654-4440	2020 Road Program Project Contract Np. TAB2020-1	11/20	531,315.17
Municipality of Princeton 400 Witherspoon Street Princeton, NJ 08540	Rich Decker 609-921-7077	Improvements to Alexander Street and Mount Lucas Road	11/20	680,015.40
Township of Little Egg Harbor 655 Radio Road Little Egg Harbor, NJ 08087	c/o T&M Associates James Worth 732-473-3400	FY2020 NJDOT Municipal Aid Road Program-Improvements to Great Bay Boulevard	12/20	583,596.69

Township of Hopwell 201 Washington Crossing- Pennington Road Titusville, NJ 08560	c/o Van Cleef Eng Herbert Seeburger 609-689-1100	2019 Road Maintenance Program Bid #19-15	12/20	1,826,13.33
Borough of Tinton Falls 556 Tinton Avenue Tinton Falls, NJ 07724	c/o T&M Associates Thomas Neff 732-671-6400	2018 Road Improvement Program	12/20	2,067,248.61
County of Ocean 129 Hooper Avenue Toms River, NJ 08754	John Ernst 732-929-2130	Construction of Traffic Signal Contract 2017E, Toms River Twp.	2/21	759,915.37
Ewing-Lawrence Sewerage Auth 600 Whitehead Road Lawrenceville, NJ 08648	Sue 609-587-4061	Denow Road Relief Sewer Contract EL 20-02	2/21	458,364.44
Township of Berkeley 627 Pinewald-Keswick Road Bayville, NJ 08721	c/o Najarian Associates John Freeman 732-389-0220	Improvements to Berkeley Roads - 2020	3/21	575,351.68

EQUIPMENT CERTIFICATION

INSTRUCTIONS FOR COMPLETING THE EQUIPMENT CERTIFICATION:

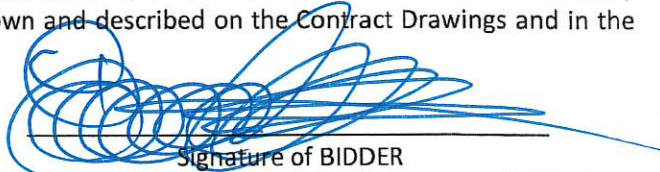
If the BIDDER owns, leases, or controls all the necessary equipment required, he shall complete Part 1. Should the BIDDER not own, lease or control the necessary equipment required, he shall have Part 2 completed. This certification must be attached to and submitted with the Proposal.

PART 1

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

April 8, 2021

Date



Signature of BIDDER

Brian M. Cooper, PE, Manager of Engineering

PART 2

N/A

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

Date

Signature of Owner or
Controller of Equipment

Name of BIDDER

Business Address and
Telephone Number of Above

LIST OF EQUIPMENT

See Attached

(Attach Additional Sheets as Required)

EAC EQUIPMENT LIST

Name	Year	Make	Model	VIN	Serial No.
E100		GENERAC	QT06024KNSN	60KW-R-Panel	5217446
E102	2017	CHEVY	SUBURBAN, Rob	1GNSKJKC3HR241419	1GNSKJKC3HR241419
E107	2015	GMC	YUKON	1GKS2HKC2FR135174	
E108	2014	FORD	F150	1FTNF1CF2EKD20670	
E109	2013	CHEVROLET	EQUINOX	2GNFLEE34D6277823	
E111	2013	TOYOTA	TUNDRA	5TFDY5F1XDX315439	
E113	2012	CHEVROLET	EQUINOX	2GNFLDE57C6278717	
E114	2019	FORD	F150	1FTMF1CB3KKD58185	
E115	2013	FORD	F150	1FTFW1EF1DFA47942	
E116	2019	FORD	F150	1FTMF1CB5KKD58186	
E117	2016	FORD	EXPLORER	1FMSK8D85GGB00798	
E120	2015	FORD	EDGE SEL	2FMTK4J88FBB69740	
E121	2013	FORD	F150	1FTMF1CM2DKF01843	
E122	2019	FORD	F150	1FTEX1EP7KKD51072	
E123	2019	FORD	F-150 Std. Cab Long Bed 2wd	1FTMF1CB6KKC18020	
E124	2019	FORD	F150 R/C	1FTMF1CB2KKC00565	
E125	2014	FORD	F150	1FTFW1EF6EFB86921	
E126	2017	FORD	F150	1FTFX1EF8HKD22412	
E127	2014	FORD	F150	1FTFX1EF1EFB86922	
E128	2019	FORD	F150 S/C	1FTEX1EP3KKC42933	
E129	2012	FORD	F150	1FTMF1CM2CKD41378	
E13	1953	FORD	F100	F10R3C22775	
E130	2014	FORD	F150	1FTFX1EF5EFC16939	
E131	2016	FORD	F150	1FTFW1EF1GFC68042	
E132	2017	FORD	F150	1FTEX1EP5HFA30259	
E133	2018	FORD	F150	1FTEX1EPXJFA47290	
E134	2018	FORD	F150	1FTEW1EPXJFA47289	
E135	2018	FORD	F150	1FTEX1EP8JFA26003	
E136	2018	FORD	F150	1FTEX1EP8 JFB65581	
E137	2019	FORD	F150	1FTEX1EP5KKD51071	
E150	2018	FORD	EXPEDITION	1FMJUIJT5JEA26066	
E200	2014	DODGE	5500 RAM	3C7WRMBL6EG210154	
E202	2012	FORD	F550	1FD0X5GT3CEA48748	
E203	2014	DODGE	3500	3C7WR9CL8EG294294	
E204	2011	FORD	F550	1FD0W5GT7 BEA93046	
E205	2014	DODGE	5500	3C7WRMDL8EG174156	
E206	2018	FORD	TRANSIT	1FTYR1CMXJKB41967	
E207	2019	DODGE	5500	3C7WRNBL1KG618739	
E208	2019	DODGE	5500	3C7WRMBL3KG618770	
E209	2019	FORD	F350	1FD8X3F61KEF35626	

E210	2019	FORD	F350		1FD8X3F63KEF35627	
E211	2000	CHEVROLET	C5500		1GBG6H1C7YJ521053	
E212	2014	FORD	F350		1FD7X3FT9EEA93913	
E215	2013	FORD	F450	10 LUG	1FD0X4GT0DEA94016	
E216	2009	PETERBILT	335		2NPLHM6X8AM796141	
E217	2011	FORD	F550		1FD0X5GT2 BEA82940	
E218	2011	FORD	F550		1FD0X5GT1BEA89359	
E219	2012	FORD	F550		1FD0X5GT5CEA48749	
E220	2012	FORD	F350 XLT SUPER CAB LONG BED 4WD		1FD7X3FT4CEB10727	
E221	2012	FORD	F550		1FD0X5GT5CEC27082	
E222	2012	FORD	F550		1FD0X5GT7CEC27083	
E223	2013	FORD	F350		1FD8X3FT9DEA94384	
E224	2011	FREIGHTLINER	M2		1FVACWDT5BD BB3640	
E225	2017	DODGE	5500 RAM		3C7WRMBL0HG664632	
E227	2018	FREIGHTLINER	M2 106		3ALACWFCXJDJW9343	
E229	2014	DODGE	5500HD		3C7WRMBL5 EG294659	
E231	2016	FREIGHTLINER	M2		3ALACWDT7GDHT2850	3ALACWDT7GDHT2850
E232	2019	FORD	F350		1FD8W3F65KEC00095	
E233	2019	FORD	F350 CREW CAB		1FD8W3F67KEC00096	
E234	2017	FORD	F350 SUPERCAB		1FD8X3F65HEE36817	
E248	2019	MAULDIN	MT600			3878
E249	1998	FORD	F800		1FDXF80C8 WVA37682	
E250	2015	CRAFCO	SS125DC		1C9SV1229F1418309	
E251	2000	CHEVROLET	C7500		1GBM7H1CO YJ509150	
E252	2009	INTERNATIONAL	7300		1HTZZAAN5 9J073064	
E253	2001	INTERNATIONAL	4300		1HTMNAAN5 2H523043	
E254	1991	MACK	CS250		VG6BA08B1 MB600219	
E255	1994	FORD	LN8000		1FDXR82E6 RVA08580	
E257	2006	FREIGHTLINER	M2		1FVACXDC46H W96496	
E258	1990	INTERNATIONAL	4900		1HTSDZZN9 LH222545	
E259	1994	INTERNATIONAL	4700		1HTSCPLNO RH544256	
E260	2004	FREIGHTLINER	FL60		1FVABPAK84HM66522	
E261	2000	INTERNATIONAL	4700		1HTSCABM5YH292833	
E263	2006	INTERNATIONAL	4300		1HTMMAALX 6H298431	
E264	2007	INTERNATIONAL	4300		1HTMNAAL9 7H485285	
E265	1995	ATHEY MOBIL	M8-A		1A9P24DR7 SR059011	
E266	2004	BROOM BEAR	FL70/ FL42H		1FVABTDC84D N21779	
E267	2011	FREIGHTLINER	M2 (BROOM BEAR)		1FVACXBS4AD AS4385	
E268	2018	FREIGHTLINER/ELGIN	M2		1FVACXFE7KHKT2269	
E269	2017	FREIGHTLINER	M2		3ALACXDT7HDJF2465	
E270	2006	FREIGHTLINER	M2		1FVACWDC66HV64852	
E271	2006	INTERNATIONAL	4300		1HTMMAAL1 6H193163	
E273	2006	FREIGHTLINER	M2		1FVACWDC26HW75365	
E274	2006	FREIGHTLINER	M2		1FVACXDC0 6HW96494	

E275	2006	FREIGHTLINER	M2	1FVACWDC06HW47919	
E276	2006	FREIGHTLINER	M2	1FVACWDC96HV95450	
E277	2006	FREIGHTLINER	M2	1FVACWDC26HW80971	
E278	2012	FREIGHTLINER	M2	1FCVACWTD3CHBP3043	
E279	2012	FREIGHTLINER	M2	1FVACWDT0CDBP3007	
E280	2013	FREIGHTLINER	M2	1FCAVWDT1DHFF4726	
E281	2014	FREIGHTLINER	M2	3ALACWDT3EDFU7577	
E282	2012	FREIGHTLINER	M2 (Crew Box Truck)	1FVACWDT9CHBP3256	
E283	2014	FREIGHTLINER	M2	3ALACWDT2EDFZ5491	
E284	2015	Freightliner	M2-106	3ALACWDT6FDGT2818	
E285	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6232	
E286	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6234	
E287	2018	FREIGHTLINER	M2	1FVACWFE1KHKT6233	
E288	2020	FREIGHTLINER	M2	1FVACWFE2LHLM8393	
E295	2008	PETERBILT	335	2NPLHM7X19M773746	8510790521
E296	2012	FREIGHTLINER	M2	1FVHCYBS3CDBW0739	
E297	2013	FREIGHTLINER	M2	1FVHCYBS3DHFD0044	
E298	2005	FREIGHTLINER	M2	1FVHCYDC25HU04167	
E299	1998	MACK	RD690S	1M2P264C7 WM025880	
E300	1989	MACK	RD690S	2M2P198C3 KC005974	
E301	1991	MACK	RD690SX	1M2P265C0MM008219	
E303	1991	MACK	RD690SX	1M2P265C5MM008216	
E304	1995	MACK	RD688S	1M2P267C7SM025481	
E306	2012	FREIGHTLINER	M2	1FVACXDT1CDBU0622	
E307	2012	FREIGHTLINER	M2	1FVACWDT2CDBD5158	
E308	2012	FREIGHTLINER	M2	1FVACWDT9CD BD5156	
E309	2000	MACK	RD688S	1M2P270C0 YM051901	
E310	1991	MACK	RD690SX	1M2P265C9 MM008221	
E311	1991	MACK	RD690SX	1M2P265C9MM008218	
E312	1985	MACK	RD686SX	1M2P140C7FA013114	
E313	2015	BIG TEX	140A	16VFX1826F2073098	16VFX1826F2073098
E314	2017	BIG TEX	6.5X10/35SA	16VAX1015G3084957	16E84957BT
E315	2017	BIG TEX	70PI-14XK4RG-GA	16VPX1429H3043911	
E316	2018	Diamond Cargo	8x14TA - 3500	53NBE1424J1063324	
E317	2011	GENERAC	QT060	5217446	
E318	2013	WANCO	WTSP	5F11S1013C1004067	
E319	2013	WANCO	WTSP	5F11S1012C1004738	
E320	2013	WANCO	WTSP	5F11S1014C1004739	
E321	2013	WANCO	WTSP	5F11S1010C1004740	
E322	2013	WANCO	WTSP	5F11S1012C1004741	
E323	2013	WANCO	WTSP	5F11S1014C1004742	
E324	2016	PROLINE	20 TON	5SPTD3022GW200110	
E325	2012	CHICAGO PNEUMATIC	CPG25KD	HOP100470	
E326	2011	WANCO	WTSP55LSA	5F11S1013B1003869	

E327	2011	WANCO	WTSP55LSA	5F11S101XB1003870	
E328	2011	WANCO	WTSP55LSA	5F11S1014B1003864	
E329	2011	WANCO	WTSP55LSA	5F11S1011B1003868	
E330	2009	TURBO TURF	HS-500EHP	4183	
E331	2003	SEA	8' X 20'	TTNU3913090	
E332	2003	SEA	8' X 20'	TTNU8611958	
E333	2003	SEA	8' X 20'	TTNU337339-3	
E334	2002	SEA	8' X 20'	TTNU3757444	
E335	2016	ATLAS COPCO	V5+		WUX904815
E336	2005	SULLAIR	185 DPQ	148394	
E337	2013	NETVISION	MLT5060K	1202252	
E338	1981	ETNYRE	TR-6	T1258B1324	
E339		CFM	XAS185		HOP050675
E340	2011	HOMEMADE	6 TON	HMDLK2011111	
E341	2011	HOMEMADE	6 TON	HMDLK2011112	
E342	2013	STEPHAN GREEN	15 TON	1S9E15228D1489401	
E343	2000	LUFKIN	48 X 102	1L01B4827Y114652	
E344	2003	FONTAINE	48 X 102	13N14820431518174	
E345	2003	FONTAINE	48 X 102	13N14820331518182	
E346	2003	UTILITY	48 X 102	1UYFS248X3A116208	
E347	2003	UTILITY	48 X 102	1UYFS24813A116209	
E348	2007	WILLIAMSON	3T0011	109FS082X7U021226	
E349	2001	FONTAINE	48 X 102	13N24820311597368	
E350	2018	BIG TEX	Utility Dump Trailer	16VDX1424J5024146	
E351	2001	KASI	PRO HEAT 2000	1K9AK17291C172062	
E351A					
E352	2001	STEPHAN GREEN	6 TON	SGO50301TCMPRS006	
E354	2016	HECHT	HAULMARK 7X14TST/WT3/LDR	575PB1426GP308558	
E355		HC	40' Box		
E356	1995	STEPHAN GREEN	9 TON	SG031695TCMPRS9T3	3 axle sigle wheel electric brake
E357	1998	STEPHAN GREEN	20 TON	1S920TT13W1489079	
E358	2012	CAR MATE	CM714EC-HD	5A3C714D9CL001119	
E359	2000	STEPHAN GREEN	25 TON	SG2200TCMPRS25T	
E360	2000	STEPHAN GREEN	6 TON	SG011920TCMPRS020	
E361	2003	STEPHAN GREEN	10 TON	1S9A1025031489001	
E362	2002	STEPHAN GREEN	25 TON	SG030702TCMPRS025	
E363	2004	STEPHAN GREEN	20 TON	1S920A22441489006	
E364	2005	STEPHAN GREEN	6 TON	1S9E6222751489021	
E365	1995	INGERSOLL RAND	P185WJD	259845UJG327	
E366	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25224K1489002	
E367	2015	ATLAS COPCO	XAS185	HOP047909	
E368	2002	SOLAR TECH	SILENT MESSENGER	4GM2M151521-408547	
E369	2015	BIG TEX	UT-5X8-30SV	16VVX0810F3092463	
E370	2018	BIG TEX	EH8.5X22/14OA 19'3'	16VFX1928K2040984	

E371	2004	AMERICAN SIGNAL	CMS-T33X	1A9BS331342228467	
E372	2004	AMERICAN SIGNAL	CMS-T33X	1A9BS331542228468	
E373	2005	SOLAR TECH	4048	4GM2M151351408962	
E374	2005	SOLAR TECH	SILENT SENTENIAL	4GM1A091651521040	
E375	2005	SOLAR TECH	SILENT SENTENIAL	4GM1A091151521043	
E376	2019	STEPHAN GREEN	6 TON 10' FLATBED	189E52222J1489120	6 Ton Trailer
E377	2003	TRAFCON	TC1-15S	1003SL15098	
E378	2019	STEPHAN GREEN	6 TON 10' FLATBED	1S9E52226J1489119	
E379	2003	TRAFCON	TC1-15S	1003SL15105	
E380	2017	STEPHAN GREEN	25' x 10 ton, 3 axle	1S9E10221H1489152	
E381	2017	STEPHAN GREEN	14' x 7 ton, 2 axle	1S9E52228H1489729	
E382	2005	STEPHAN GREEN	20 TON	1S920A22751489017	
E383	2005	STEPHAN GREEN	10 TON	1S910222851489030	
E384	2006	STEPHAN GREEN	25 TON	1S92520AX61489001	
E385	2015	BIG TEX	UT6.5X10-35SA	16VAX1010F3001580	For saw
E386	2015	BARTELL			MC75SH160
E388		STONE	65CM		322004073
E389	2002	SEA	8' X 20'	330255-2	
E390		CROWN MIXER	C9		
E391	2002	SOLAR TECH	SILENT MESSENGER	4GM2M151X21-408548	
E392	2002	SOLAR TECH	SILENT MESSENGER	MB3048-408407	
E393	2003	TRAFCON	TC1-15S	1003SL15104	
E394	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25228K1489004	
E395	2009	SOLAR TECH	MB23	4GM2M151491409995	
E396	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25001H1489323	
E397	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25001H1489322	
E398	2017	STEPHAN GREEN	30' x 25 ton, 3 axle	1S9A25228H1489321	
E399	2019	STEPHAN GREEN	25 Ton Flat Deck	1S9A25226K1489003	
E401	2010	ROADTEC	RP175	RP175X120	
E402	1993	BLAW KNOX	RW-195D	19517-05	
E403	2015	CATERPILLAR	AP1055F		TJ500122
E404	2008	CATERPILLAR	AP1055D	FAC00542	
E405	2008	ROADTEC	SB2500	1078	
E406	2006	CATERPILLAR	AP1000D	AP100D JEAD00147	
E408	2016	CATERPILLAR	AP1055F	TJ500494	TJ500494
E409	2017	WEILER	E2850A		E2850A-1514
E410	2017	CATERPILLAR	AP655	17M0151	0MH600285
E411	1998	CAT	AP-650B		9DN00345
E418	2019	Caterpillar	CB24B		02X401939
E419	2018	CAT	CB24		02X401479
E420	2018	CAT	CB24		02X401480
E421	2018	CAT	CB24		02X401547
E422	2010	WACKER	RT-82-SC2	5940494	
E423	2013	BOMAG	BMP8500	101720112039	

E424	2000	DYNAPAC	CC142	60113468	
E425	2006	WACKER	RT-82-SC	5730208	
E426	2008	DYNAPAC	CC800	89131612	
E427	2001	DYNAPAC	CC142	60212271	
E429	2008	DYNAPAC	CC224HF	3710700743005P	
E430	2013	CATERPILLAR	CB54XW		0JLM00876
E431	2015	CATERPILLAR	CB14B	47300865	
E432	2014	CATERPILLAR	CB54XW		0JLM00879
E433	2011	HAMM	HD110VVHF	H1850233	
E434	2005	DYNAPAC	CC522	43720550	
E435	2009	DYNAPAC	CC424HF	384S00329	
E436	2014	CATERPILLAR	CB54B		CATCB54BK LXD00202
E437	2014	CATERPILLAR	CB24B		0420 00166
E438	2015	CATERPILLAR	CB54XW	0K3J00226	0K3J00226
E439	2015	CATERPILLAR	CB54XW		0K3J00217
E440	2002	DYNAPAC	CA152D	64220728	
E441	2004	DYNAPAC	CA250	65220389	
E442	2008	DYNAPAC	CA362D	72421100	84 Inch smooth drum
E445	2019	CAT	CB13		PWP00238
E446	2019	CAT	CB13	CAT0CB13VPWP00219	
E447	2019	CATERPILLAR	CB10		0P8P00382
E449	2017	ASPHALT ZIPPER	AZ500-B203	AZ0253	
E450	2007	ASPHALT ZIPPER	AZ500	50000263	
E453	2012	ROADTEC	RX-900L - 4	294	
E455	2010	WIRTGEN	W2100		9210367
E456	2011	WIRTGEN	W2200	8210560	
E457	2016	WIRTGEN	W250I	06221007	
E458	2018	WIRTGEN	W210 I		15201301
E459	2019	WIRTGEN	W220i		07220122
E468	2011	JOHN DEERE	310SJ	1T0310SJJ B0196671	
E469	2012	CATERPILLAR	420E	DJL03240	
E470	2017	JOHN DEERE	310SL	1T03103LCHF308225	
E471	2018	CAT	420F2IT		0HWD03128
E472	2018	CAT	420F2IT	CAT0420FPHWC94498	
E473	2011	CATERPILLAR	420E	DJL000520	
E474	2013	JOHN DEERE	310SK	1T0310SKH DE240271	
E475	2014	JOHN DEERE	310SK	1T0310SKCEE258765	258765
E476	2013	JOHN DEERE	310 SK	1T0310SKTEE265628	
E477	2013	JOHN DEERE	310SK	1T0310SKKDE243677	
E478	2015	JOHN DEERE	310 SL		1T0310SLLFF277809
E479	2017	JOHN DEERE	310 SL		1T0310SLVHF316124
E480	2018	JOHN DEERE	310SL HL		1T0310HLCJF332738
E481	2018	JOHN DEERE	310SL HL		1T0310HLPJF327129
E482	2017	JOHN DEERE	310SL HL		1T0310HLVGF 302648

E484	2019	CAT	262D HF		CAT0262DCDTB09252
E485	2019	CAT	262D HF		CAT0262DKDTB09255
E486A	2003	CATERPILLAR	PC205		RBG00107
E489A	2007	CATERPILLAR	PC205		RBG00452
E491	2014	CATERPILLAR	262D	ODTB01276	CAT0262DHDTB01276
E491A	2016	CATERPILLAR	PC306B	PC-T01154	
E492	2014	CATERPILLAR	262D HF	DTB01470	
E492A	2014	CATERPILLAR	PC305	HFP	
E493	2017	CATERPILLAR	262D HF	17M0568	ODTB07631
E493A	2017	CATERPILLAR			
E498		FUEL TANK			
E499	2013	NORWESCO	2650	100	
E536	2013	PETERBILT	365	1NPSXPEX4DD 193196	
E537	2013	PETERBILT	365	1NPSXPEX6DD 193197	
E539	2006	PETERBILT	357	1NPAXUEX65N 866172	
E540	2006	PETERBILT	357	1NPAXUEX85N866173	
E541	2006	PETERBILT	357	1NPAXUEX86N 866174	
E542	2006	PETERBILT	357	1NPAXUEX15N 866175	
E544	2014	PETERBILT	365	1NPSXPEX6ED248703	
E545	2014	PETERBILT	365	1NPSXPEX8ED 248704	
E546	2014	PETERBILT	365	1NPSXPEXXED248705	
E547	2014	PETERBILT	365	1NPSXPEX1ED 248706	
E548	2014	PETERBILT	365	1NPSXPEX3ED 248707	
E630	2016	ATLAS COPCO	COPCO LED	YA302988XJW913538	WUX913538
E650	2016	WASTEQUIP	30YD HD		
E651	2016	WASTEQUIP	30YD HD		
E652	2017	WASTEQUIP	206738NE		
E653	2017	WASTEQUIP	206738NE		
E700	2011	CLUB CAR	PRECEDENT	PQ1137-228653	
E701	2011	CLUB CAR	PRECEDENT	PQ1137-228655	
E702	2017	WANCO	WTMMB-A		5F12S1618H1003189
E703	2017	WANCO	WTMMB-A		5F12S1614H1003190
E704	2017	WANCO	WTMMB-A		5F12S1613H1006257
E705	2017	WANCO	WTMMB-A		5F12S1617H1006259
E706	2017	WANCO	WTMMB-A		5F12S1611H1006256
E707	2017	WANCO	WTMMB-A		5F12S1610H1006863
E708	2017	WANCO	WTMMB-A	17R1017	5F12S1612H1006864
E709	2017	WANCO	WTMMB-A	17R1018	5F12S1614H1006865
E710	2017	WANCO	WTMMB-A	17R1019	5F12S1616H1006866
E711	2017	WANCO	WTMMB-A	17R1020	5F12S1618H1006867
E712	2018	WANCO	WTMMB-A	18R0414	5F12S1611J1001368
E713	2018	WANCO	WTMMB-A	18R0415	5F12S1613J1001369
E714	2018	WANCO	WTMMB-A	18R0416	5F12S161XJ1001370
E715	2017	WANCO	WTMMB-A	18R0417	5F12S1611J1001371

E716	2018	WANCO	WTMMB-A	18R0418	5F12S1619J1001487
E717	2018	WANCO	WTMMB-A	18R0420	5F12S1615J1001907
E718	2018	WANCO	WTMMB-A	18R0421	5F12S1617J1001908
E719	2018	WANCO	WTMMB-A	18R0422	5F12S1610J1001913
E720	2019	Wanco	WTMMB-A	5F12S1618HH1006609	17R0994
E721	2019	Wanco	WTMMB-A	5F12S1614HH1006610	17R0995
E76	1950	MACK	LF		
E901	2006	KOMATSU	GD675	51303	
E905	2004	HYSTER	H120XM	L005V03197B	
E906	2019	STEPHAN GREEN	12 Ton Trailer	1S9E12221K1489008	
E907	2014	YALE	GDP155	E878V01901M	
E908	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25223K1489007	
E909	2019	STEPHAN GREEN	25 Ton Tag 26'x6' (3 Axle)	1S9A2522XJ1489004	
E910	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25226J1489002	
E911	2019	STEPHAN GREEN	25 Ton Trailer	1S9A25228J1489003	
E912	2015	STEPHAN GREEN	10 TON	1S9E1022XF1489308	
E913	2019	STEPHAN GREEN	12 Ton Trailer	1S9E12224J1489017	12 Ton Form Trailer
E916	2014	JOHN DEERE	450J	1T0450JXLE D259933	
E919	2008	CATERPILLAR	D6K LGP	DHA00611	
E923	2018	KOMATSU	PC138		52021
E924	2018	KOMATSU	PC138		51123
E925	2015	KOMATSU	PC138USLC-10		42220
E926	2014	KOMATSU	PC138LC-10	40037	
E927	2016	JOHN DEERE	50G	1FF050GXCGH284276	
E929	2008	KOMATSU	PC228USLC3	41262	
E931	2011	KOMATSU	PC228USLC-8	50347	
E932	2011	KOMATSU	PC308USLC-3EO	30274	
E933	2012	KOMATSU	PC490LC-10	A40032	
E934	2013	KOMATSU	PC228USLC-8	50921	
E941	2005	KOMATSU	WA320-5L	A32339	A32339
E942	2007	KOMATSU	WA320-5L	A33124	
E944	2014	JOHN DEERE	824K	1DW824KXKEE657896	This unit was P690
E945	2013	KOMATSU	WA320-6	71207	
E946	2017	KOMATSU	WA320-8		A38111
E947	2004	CATERPILLAR	966G II	ANT00279	
E948	2018	KOMATSU	WA320-8		A38386
E949	2019	KOMATSU	WA320		A38893
E950	2008	GROVE	RT760E	229130	
E961	2005	KOMATSU	HM350-1	1100	
E970	2012	GOMACO	C-450	900800-362	
E971	2015	KASIK	5000		
E973	2007	Husquvarna	TGT FS4800D FP 30"		001245908001
E974		2008 HUSQVARNA ROAD SA FS513			1393
E975	2010	DIAMOND	CORE CUT CC6560XLS	140087	

E977		TARGET	CONOLINE 2		
E980	2017	Duraco, Duratank	T8 8,000 Gallon Tack Tank		80943
E985	2018	CUSTOM	FUEL TANK		
E987		FUEL TANK	PORTABLE		
E991	2006	GENIE	S60	S6006-12547	
E992	2013	GENIE	S65	S6012-26533	
E993	2019	Marathon	Kera 150		
Job_Start	2018	Non Equipment	NA	NA	NA
Rental EAC					
Smalleq					
Z19-0019	2019	Bomag	BMP8500		101720132288
Z19-0035					

ACKNOWLEDGMENT OF LIQUIDATED DAMAGES

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

Submitted to the Borough of Beach Haven

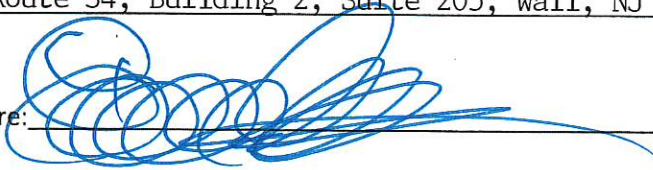
by Earle Asphalt Company

a Corporation

a Co-partnership

an Individual

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

Corporate Officer Signature: 

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

**ACKNOWLEDGEMENT OF
PREVAILING WAGE**

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

Signature: _____

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, written over the signature line.

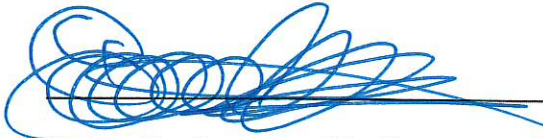
Print Name: Brian M. Cooper, PE, Manager of Engineering

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

Pursuant to Local Public Contracts Law, N.J.S.A. 40A:1150, contractor acknowledges and agrees to the following:

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

Signature:



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

HUD QUESTIONNAIRE

CONTRACTOR'S NAME: Earle Asphalt Company

ADDRESS: P.O. Box 556, Farmingdale, NJ 07727

FEDERAL TREASURY NUMBER: 22-1841600

PRINCIPAL OFFICERS

PRESIDENT: Walter R. Earle II

ADDRESS: [REDACTED]

SOCIAL SECURITY NO.: [REDACTED]

VICE PRESIDENT: Thomas J. Earle

ADDRESS: [REDACTED]

SOCIAL SECURITY NO.: [REDACTED]

TREASURER: Michael G. Earle

ADDRESS: [REDACTED]

SOCIAL SECURITY NO.: [REDACTED]

SECRETARY: Michael G. Earle

ADDRESS: [REDACTED]

SOCIAL SECURITY NO.: [REDACTED]

CERTIFICATION REGARDING LOBBYING

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

Earle Asphalt Company
Brian M. Cooper, PE, Manager of Engineering

AWARD NUMBER AND/OR PROJECT NAME

Community Development Block Grant FY
2020 CD-1504-20-Handicap Accessible*

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

April 8, 2021
DATE

*Improvements at Various Street Corners and Handicap Accessible Sidewalk Installation along Taylor Avenue (Between Delaware Ave and Seagull Lane)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

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

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

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

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

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

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

ATTEST:

(Principal)

(Principal) Secretary By: _____ (s)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

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

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

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

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

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

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

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

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

ATTEST:

(Principal)

(Principal) Secretary

(SEAL) By: _____ (s)

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Witness as to Surety)

(Address)

By: _____
(Attorney-in-Fact)

(Address)

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

If CONTRACTOR is partnership, all partners should execute BOND.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2021, by and between _____, hereinafter called "OWNER"

(Name of Owner), (an Individual)

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

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

1. The CONTRACTOR will commence and complete the construction of _____

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

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

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

\$ _____ \$ _____

(Figures)

(Price in Words)

or as shown in the BID Schedule.

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

Notice to BIDDERS

Instruction to BIDDERS

BID Documents

Bid Document Submission

Bid/Bid Schedule

Bid Guarantee

Certificate From A Surety Company

Certificate As To Corporate Principal

Statement Of Ownership Disclosure

List Of Subcontractors

Acknowledgement Of Receipt Of Notices, Revisions, Or Addenda

New Jersey Business Registration Form

Public Works Contractor Registration Form

Non-Collusion Affidavit

Affirmative Action Affidavit

Experience Questionnaire

Experience Certification

Acknowledgement of Liquidated Damages

Acknowledgement of Prevailing Wages

Acknowledgement of Alternative Dispute Resolution Clause

Disclosure of Investment Activities in Iran

Performance Bond

Payment Bond

Agreement

Indemnification Agreement

Affirmative Action Agreement

HUD Questionnaire

Certification Regarding Lobbying

U.S. Environmental Protection Agency – Certification of Nonsegregated Facilities
Notice Of Award
Notice To Proceed
GENERAL CONDITIONS
SPECIAL CONDITIONS
TECHNICAL SPECIFICATIONS
CHANGE ORDER
RELEASES

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

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

No. _____, dated _____, 20____
_____, dated _____, 20____
_____, dated _____, 20____

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

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

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

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

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

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

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

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

_____ having principal offices at _____

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

OWNER:

By _____
Name _____
 (Please Type)
Title _____
Date _____

(SEAL)

ATTEST:

Name _____
 (Please Type)
Title _____
Date _____

CONTRACTOR:

By _____
Name _____
 (Please Type)
Title _____
Address _____

Date _____

(SEAL)

ATTEST:

Name _____
 (Please Type)
Title _____
Date _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Community Development Block Grant FY 2020-

OPS Number: CT-1504-20 Handicap Accessible * Proposer: Earle Asphalt Company

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

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

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

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

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

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

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

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

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

Full Name (Print): Brian M. Cooper, PE

Title: Manager of Engineering

Signature: 

Date: April 8, 2021

*Improvements at Various Street Corners and Handicap Accessible Sidewalk Installations along Taylor Avenue (Between Delaware Ave and Seagull Lane)



State of New Jersey

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

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

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

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

List Date: January 4, 2021

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

CONSTRUCTION CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Except with respect to affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information or liability for military service, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital, domestic partner or civil union status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, pregnancy (including recovery from childbirth), atypical hereditary cellular or blood trait, genetic information, veteran status or liability for military service, or association with a person who is a member of a protected class as recognized by law. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

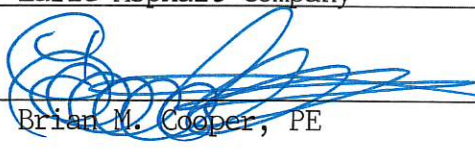
After notification of award, but prior to signing a construction contract, the contractor shall submit to the Public Agency Compliance Officer and the Division an Initial Project Workforce Report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor,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

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

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

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

Company: Earle Asphalt Company Date: April 8, 2021

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



EARLSP-01

OKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO0081960	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP0081961	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			US00083090LI21A	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0081959	3/1/2021	3/1/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Commercial Excess/Um			TUE2465717	3/1/2021	3/1/2022	Limit 13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Community Development Block Grant FY 2020 CT-1504-20-Handicap Accessible Improvements at Various Street Corners and Handicap Accessible Sidewalk Installations along Taylor Avenue (Between Delaware Avenue and Seagull Lane).
Borough of Beach Haven and Owen, Little & Associates, Inc. are named as additional insured, where required by written contract and per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Borough of Beach Haven 300 Engleside Avenue Beach Haven, NJ 08008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2021

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

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

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

COVERAGES

CERTIFICATE NUMBER: 21 EAC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution	X		CSE862983910	3/21/2021	3/21/2022	\$5,000,000 Occ \$10,000,000 Agg
B	Inland Marine/Equipment Floater			RHY-H537148	3/21/2021	3/21/2022	\$1,000,000 Leased/ Rented

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

Project Name: Community Development Block Grant FY 2020 CT-1504-20-Handicap Accessible Improvements at Various Street Corners and Handicap Accessible Sidewalk Installations along Taylor Avenue (Between Delaware Avenue and Seagull Lane). Borough of Beach Haven and Owen, Little & Associates, Inc are included as additional insured if required in a written contract with our insured subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Borough of Beach Haven
300 Engleside Avenue
Beach Haven, NJ 08008

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

AUTHORIZED REPRESENTATIVE

Lisa Macaluso/LMACAL

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INDEMNIFICATION AGREEMENT

THIS AGREEMENT ("Agreement"), by and between Borough of Beach Haven ("Beach Haven"), whose address is 300 Engleside Avenue, Beach Haven, New Jersey 08008, and Earle Asphalt Company ("Bidder"), whose address is 1800 Route 34, Building 2, Suite 205, Wall, shall be binding and legally effective upon the execution of the Bidder. NJ, 07719

WITNESSETH:

1. Bidder expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Beach Haven, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Beach Haven, from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed by any subcontractors pursuant to N.J.S.A. 2A:44-125, *et seq.*, and any conduct or action taken by Beach Haven relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Beach Haven, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Beach Haven arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Bidder in and/or relating to Beach Haven, and the acts and/or omissions of the Bidder, its officers, owners, agents, employees, independent contractors, guests, volunteers, others working on behalf of Bidder, and/or customers relating thereto. Bidder shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of Beach Haven's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement.
2. The existence of any available and/or applicable insurance shall not waive or release Bidder from the Bidder's obligations set forth in this Agreement.

Dated: April 8, 2021

Earle Asphalt Company

BIDDER

STATE OF New Jersey)

)

COUNTY OF Monmouth)

SS

Brian M. Cooper, PE, Manager of Engineering

On 4/08, 2021 before me, Debra Fraser, Notary Public in and for said county, personally appeared (signer) who has satisfactorily identified him/her as the signer on behalf of the Bidder to the above-referenced document.

Debra Fraser
Notary's Name

Seal



NOTICE OF AWARD

TO: _____

Project Description: _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 2021.

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

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

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

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

Dated this _____ day of _____, 2021.

(Owner)

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

ACCEPTANCE OF NOTICE

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

this the _____ day of _____, 20__.
By: _____
Title: _____

NOTICE TO PROCEED

To: _____

Date: _____
Project: _____

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

(Owner)
By: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

By: _____ this the _____ day
of _____, 20__.
By: _____
Title: _____