

Borough of Spring Lake
County of Monmouth

**RESOLUTION – AWARD OF CONTRACT #03-2022
PITNEY AVENUE WATER MAIN IMPROVEMENTS – PHASE I**

WHEREAS, on June 23, 2022 bids were received for Pitney Avenue Water Main Improvements – Phase I, and

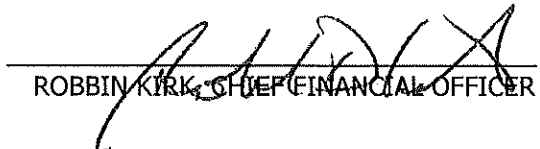
WHEREAS, nine (9) packages were picked up and six (6) bids were received, and

WHEREAS, MSP Construction Corp., Branchburg, NJ submitted the lowest responsible bid for Pitney Avenue Water Main Improvements – Phase II at a total bid of \$378,714.00; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Spring Lake that Contract #03-2022 is hereby awarded to MSP Construction Corp., 19-B Minneakoning Road, Flemington, NJ , NJ for the Pitney Avenue Water Main Improvements – Phase I at a cost not to exceed \$378,714.00.

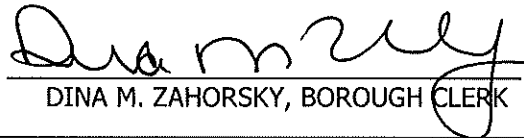
CERTIFICATION AS TO AVAILABILITY OF FUNDS

I, Robbin Kirk, Chief Financial Officer of the Borough of Spring Lake hereby certify that funds are available for the award of the above contract from Bond Ord 2018-007 Acct #W-08-18-007-238 with an available balance of \$1,187,929.04.


ROBBIN KIRK, CHIEF FINANCIAL OFFICER


JENNIFER NAUGHTON, MAYOR

I hereby certify that the above Resolution was duly adopted by the Mayor and Borough Council of the Borough of Spring Lake at a meeting held on June 28, 2022.


DINA M. ZAHORSKY, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N
MR. FROST						✓
MR. JUDGE		✓	✓	✓		
MR. ERBE	✓		✓	✓		
MISS MCDONOUGH			✓	✓		
MR. SAGUI			✓	✓		
MS. WHALLEY			✓	✓		
MAYOR NAUGHTON						

I hereby certify that the above Resolution was duly adopted by the Mayor & Borough Council of the Borough of Spring Lake at a meeting held on June 28, 2022.

Borough Clerk

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
PETER R. AVAKIAN, P.E., P.L.S., P.P.
MEHRYAR SHAFI, P.E., P.P.
GREGORY S. BLASH, P.E., P.P., CPWM
LOUIS J. LOBOSCO, P.E., P.P.
GERALD J. FREDA, P.E., P.P.
RICHARD PICATAGI, L.L.A., P.P.
JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S.

June 24, 2022

W. Bryan Dempsey, Borough Administrator
Borough of Spring Lake
423 Warren Avenue
Spring Lake, New Jersey 07762

**Re: Bid Recommendation
Pitney Ave Water Main Improvements – Phase I
Borough of Spring Lake
Our File: SL 21-14**

Dear Mr. Dempsey:

Bids for the above referenced project were received on June 23, 2022. Nine (9) contractors picked up bid documents and six (6) bid proposals were received with a low bid of \$378,714.00 and a high bid of \$526,102.00 as shown on the attached tabulation of bids.

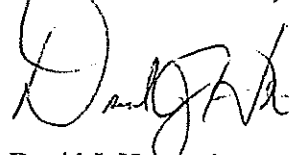
The references for the low bidder, MSP Construction Corp., Branchburg, NJ, have been checked by this office and found to be satisfactory. Our office has also administered several projects with this contractor including the Morris Avenue Water Main Improvements.

The low bid is within the engineer's cost estimate. We, therefore, recommend a contract is awarded to MSP Construction Corp., Branchburg, NJ, in the amount of \$378,714.00 subject to attorney review and available funding.

Should you have any questions regarding this matter, please do not hesitate to call our office.

Very truly yours,

LEON S. AVAKIAN, INC.



David J. Howarth
Project Manager

DJH: djh
SL 21-14 Bid Rec

TABULATION OF BIDS-PITNEY AVENUE WATER MAIN IMPROVEMENTS - PHASE I IN THE BOROUGH SPRING LAKE, MONMOUTH COUNTY, NJ																
Bids Received - June 23, 2022			SL 21-14													
REQUIRED BID DOCUMENTS TO BE SUBMITTED			BIDDERS													
			M.S.P. Construction, Corp. (MSP) 1250 Route 28/Easton Turnpike Suite 305 Branchburg, NJ 08878-3482		Jo-Med Contracting Corp. 300 South Second Street Elizabeth, NJ 07208		Mark Woszczak Mechanical Contractors Inc. 1700 W. Atlantic Ave Marlboro, NJ 08736		Earle Asphalt P.O. Drawer 556 Farmingdale, NJ 07727		James R. Ientile, Inc. 28 Vanderburg Road Marlboro, NJ 07746		Underground Utilities Corp. 711 Commerce Road Linden, NJ 07036-2422		Lima Charlie Construction 1 Broad Street, Suite 4 Freehold, NJ 07728	
Bid Document Checklist			x		x		x		x		x		x			
Bid Security			x		x		x		x		x		x			
Consent of Surety			x		x		x		x		x		x			
Project Reference			x		x		x		x		x		x			
Statement of Ownership			x		x		x		x		x		x			
Certificate of Equipment Ownership			x		x		x		x		x		x			
Non-Collusion Affidavit			x		x		x		x		x		x			No Bid Received
Addendum Acknowledgement			x		x		x		x		x		x			
NJ Business Registration Certification			x		x		x		x		x		x			
List Of Subcontractors			x		x		x		x		x		x			
Public Works Contractor			x		x		x		x		x		x			
Disclosure of Investment Activities in Iran			x		x		x		x		x		x			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization	1 LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00	\$30,000.00	\$30,000.00		
2	Maintenance and Protection of Traffic	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$5,913.12	\$5,913.12	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00		
3	Uniform Traffic Directors	80 HR	\$85.00	\$6,800.00	\$85.00	\$6,800.00	\$85.00	\$6,800.00	\$85.00	\$6,800.00	\$85.00	\$6,800.00	\$85.00	\$6,800.00		
4	Test Pits	10 CY	\$1.00	\$10.00	\$0.01	\$0.10	\$100.00	\$1,000.00	\$50.00	\$500.00	\$0.10	\$10.00	\$1.00	\$300.00		
5	Existing Conditions Photo and Video Documentation	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$200.00	\$200.00	\$0.01	\$0.01	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00		
6	Pressure Tests	1 LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$900.00	\$900.00	\$5,500.00	\$5,500.00	\$4,200.00	\$4,200.00	\$1.00	\$1.00		
7	Bacteriological Testing	1 LS	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$298.30	\$298.30	\$5,500.00	\$5,500.00	\$800.00	\$800.00	\$1.00	\$1.00		
8	8" C900 PVC Water Main	2,100 LF	\$110.00	\$231,000.00	\$100.00	\$210,000.00	\$118.00	\$247,800.00	\$140.00	\$294,000.00	\$124.00	\$260,400.00	\$113.00	\$237,300.00		
9	8" Line Valve Assembly, Including Valve Box	10 UN	\$2,200.00	\$22,000.00	\$3,000.00	\$30,000.00	\$1,800.00	\$18,000.00	\$3,200.00	\$32,000.00	\$2,800.00	\$28,000.00	\$3,600.00	\$36,000.00		
10	Hydrant Assembly, Including Hydrant Valve	2 UN	\$8,500.00	\$16,000.00	\$8,500.00	\$17,000.00	\$7,200.00	\$14,400.00	\$10,000.00	\$20,000.00	\$11,000.00	\$22,000.00	\$11,000.00	\$22,000.00		
11	1" Domestic Service Assembly (Church Street Short Side)	6 UN	\$1,800.00	\$10,800.00	\$2,000.00	\$12,000.00	\$2,400.00	\$14,400.00	\$2,000.00	\$12,000.00	\$2,650.00	\$15,900.00	\$3,000.00	\$18,000.00		
12	1" Domestic Service Assembly (Church Street Long Side)	1 UN	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,500.00	\$3,500.00		
13	1 1/2" Domestic Service Assembly (Church Street Short Side)	6 UN	\$3,000.00	\$18,000.00	\$3,500.00	\$21,000.00	\$3,200.00	\$19,200.00	\$2,500.00	\$15,000.00	\$3,600.00	\$18,000.00	\$3,500.00	\$21,000.00		
14	1 1/2" Domestic Service Assembly (Church Street Long Side)	1 UN	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00	\$3,550.00	\$3,550.00	\$4,000.00	\$4,000.00		
15	1" Domestic Service Assembly (Pitney Avenue Short Side)	7 UN	\$1,800.00	\$12,600.00	\$2,000.00	\$14,000.00	\$2,400.00	\$16,800.00	\$2,000.00	\$14,000.00	\$2,050.00	\$18,550.00	\$3,000.00	\$21,000.00		
16	1" Domestic Service Assembly (Pitney Avenue Long Side)	3 UN	\$2,000.00	\$6,000.00	\$3,000.00	\$9,000.00	\$2,400.00	\$7,200.00	\$2,500.00	\$7,500.00	\$2,800.00	\$8,400.00	\$3,500.00	\$10,500.00		
17	1 1/2" Domestic Service Assembly (Pitney Avenue Short Side)	7 UN	\$3,000.00	\$21,000.00	\$3,500.00	\$24,500.00	\$3,200.00	\$22,400.00	\$2,500.00	\$17,500.00	\$3,000.00	\$21,000.00	\$3,500.00	\$24,500.00		
18	1 1/2" Domestic Service Assembly (Pitney Avenue Long Side)	3 UN	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00	\$3,200.00	\$9,600.00	\$3,000.00	\$9,000.00	\$3,600.00	\$10,800.00	\$4,000.00	\$12,000.00		
19	Insertion Valve (if required)	2 UN	\$1.00	\$2.00	\$1.00	\$2.00	\$0.01	\$0.02	\$1,250.00	\$2,500.00	\$18,000.00	\$36,000.00	\$10,000.00	\$20,000.00		
20	Line Stop (if required)	2 UN	\$1.00	\$2.00	\$1.00	\$2.00	\$6,000.00	\$12,000.00	\$1,250.00	\$2,500.00	\$16,500.00	\$33,000.00	\$10,000.00	\$20,000.00		
21	Project Closeout	1 LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$250.00	\$250.00	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00		
Total Items 1-21				\$378,714.00		\$388,304.10		\$400,348.32		\$473,713.13		\$523,301.00		\$526,102.00		
Bid Rank				1		2		3		4		5		6		

* Corrected Amount

I hereby certify that this is a true copy of bids received for Improvements to Pitney Avenue Water Main Improvements - Phase I in the Borough of Spring Lake, NJ on June 23, 2022


Peter R. Avakian, P.E.
NJ PE License 28142
Leon S. Avakian, Inc.

\$L 21.14

SHEET 2 of 2

[illegible]

AGREEMENT

THIS AGREEMENT dated this 29th day of July 2022, between the BOROUGH OF SPRING LAKE, with offices located at 423 Warren Avenue, Spring Lake, Monmouth County, New Jersey, hereafter referred to as "Owner", and MSP Construction Corp., a New Jersey Corporation, with offices located at 19 Minneakoning Road, Flemington, New Jersey, hereafter referred to as "Contractor".

WITNESSETH:

1. It is agreed by and between the parties that the documents entitled "Specifications for Pitney Avenue Water Main Improvements - Phase I in the Borough of Spring Lake, Monmouth County, New Jersey", dated June 9, 2022, and prepared by Peter R. Avakian, P.E., License No. 28142, hereafter referred to as "Specifications" including the Information For Bidders; the Technical Specifications; the Plan Set (7 sheets) prepared by Peter R. Avakian, P.E., dated June 9, 2022, hereinafter referred to as "Drawings"; together with the terms and conditions set forth in the bid package and all representations made by Contractor in its bid proposal are also specifically incorporated herein by reference; and are made a part hereof as if set forth at length herein and the terms and conditions there in form a material part of this contract together with all statements and information made by Contractor in its bid.

2. Contractor, for and in consideration of the payments hereinafter specifies, hereby covenants and agrees to furnish and deliver all the materials and to do and perform all the work and labor required to complete the items listed in the contract proposal more fully described in the aforementioned Specifications and Drawings. Contractor agrees to perform all of such work in strict and entire conformity with the conditions and specifications and will complete the work by and within the time set forth in such attachments.

3. Contract Times. The Contractor shall proceed with this work within ten (10) days of the signing of the contract and shall complete all work within ninety (90) calendar days after the signing of the contract.

4. Owner shall pay Contractor for the performance of the work as bid the sum of \$378,714.00, which payment is to be made as provided in the Specifications.

5. No assignment by a party hereto of any rights under or interest in the Contract Documents included in the Specifications, will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

6. OWNER and CONTRACTOR each bind itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

7. Addresses for giving Notices:

BOROUGH OF SPRING LAKE
423 Warren Avenue
P.O. Box 638
Spring Lake, NJ 07762

MSP Construction, Corporation
19 Minneakoning Road – Unit B
Flemington, New Jersey 08822

8. Additional Terms as follows:

- a. **BENEFIT.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- b. **CONSTRUCTION.** This Agreement is being delivered and is intended to be performed in the State of New Jersey and shall be construed and enforced in accordance with the laws thereof.
- c. **NOTICES.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipt requested, to the parties hereto at the address stated on the first page of this contract.
- d. **COUNTERPARTS.** This agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e. **DEFENSE & INDEMNIFICATION** Contractor shall defend, indemnify and hold the Borough harmless from and against any claims against the Borough for damages to person or property, including attorney fees, arising from the acts/omissions of the Contractor, its agents, officers, employees and subcontractors in furtherance of performance under this Contract.

IN WITNESS WHEREOF, OWNER AND CONTRACTOR have signed this AGREEMENT.

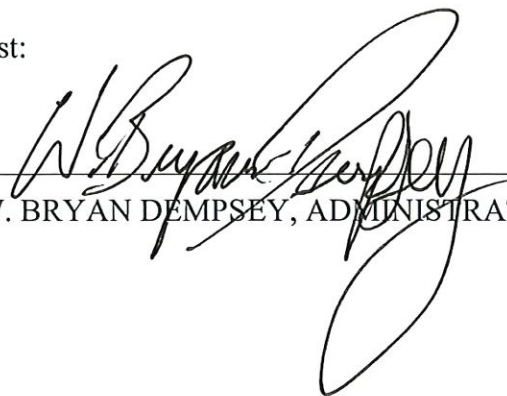
OWNER:
BOROUGH OF SPRING LAKE

CONTRACTOR:
MSP CONSTRUCTION, CORPORATION

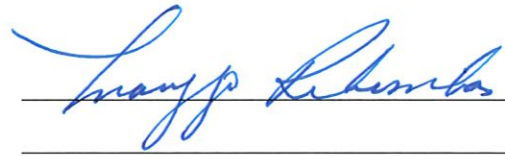
By: 
JENNIFER NAUGHTON, MAYOR

By: 
DANNY PEREIRA, SECRETARY

Attest:


W. BRYAN DEMPSEY, ADMINISTRATOR

Attest:



(Affix Corporate Seal)



STATE OF NEW JERSEY)

ss.:

COUNTY OF MONMOUTH)

I CERTIFY THAT ON THIS 29th DAY OF July, 2022, _____

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the President of MSP CONSTRUCTION, CORPORATION, the corporation named in this document;
- (b) This person is the attesting witness to the signing of this document by DANNY PEREIRA, the proper corporate officer, who is the President of this corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

CONTRACTOR: MSP CONSTRUCTION, CORPORATION

By: _____

Danny Pereira, secretary

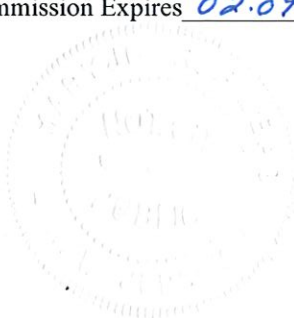
Signed and sworn to before me on 29th. of July, 2022

Name _____

Marysco Rebimbas

Notary Public of New Jersey

My Commission Expires 02.09.2025



PERFORMANCE BOND

BOND NO. 30153118

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned M.S.P. Construction Corp. as Principal, and Western Surety Company, a corporation of the State of SD duly authorized to do business in the State of New Jersey, having an office at 151 N. Franklin St., Chicago, IL 60606, are hereby held and firmly bound unto the Borough of Spring Lake in the penal sum of Three Hundred Seventy Eight Thousand Seven Hundred Fourteen Dollars and No/100 (\$378,714.00) DOLLARS, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 29th day of July 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the 29th day of July 2022 enter into a written contract with Borough of Spring Lake for Pitney Avenue Water Main Improvements - Phase 1 in the Borough of Spring Lake which said contract is made a part of this bond as set forth herein;

NOW, if the said Principal shall well and faithfully do and perform the things agreed by them to be done and performed according to the terms of the said contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore shall in any wise effect the obligation of said surety on its bond.

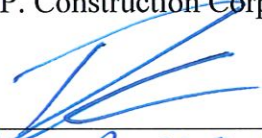
This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds on contractors or public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and liability hereunder is limited as in said statutes provided.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

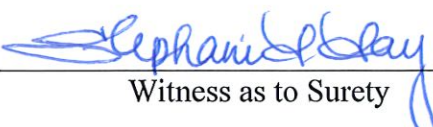
M.S.P. Construction Corp.


Witness

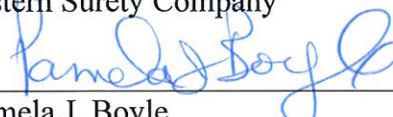
BY:


Danny Pereira, Secretary

Western Surety Company


Witness as to Surety

BY:


Pamela J. Boyle

Attorney-in-fact

PAYMENT BOND

BOND NO. 30153118

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned M.S.P. Construction Corp. as Principal, and Western Surety Company, a corporation of the State of SD duly authorized to do business in the State of New Jersey, having an office at 151 N. Franklin St., Chicago, IL 60606, are hereby held and firmly bound unto the Borough of Spring Lake in the penal sum of Three Hundred Seventy Eight Thousand Seven Hundred Fourteen Dollars and No/100 (\$378,714.00) DOLLARS, for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 29th day of July 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal did on the 29th day of July 2022 enter into a written contract with Borough of Spring Lake for Pitney Avenue Water Main Improvements - Phase 1 in the Borough of Spring Lake which said contract is made a part of this bond as set forth herein;

NOW, if the said Principal shall pay all lawful claims of sub-contractors, materialmen, laborers, persons, forms or other suppliers or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any sub-contractor, materialmen, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore shall in any wise effect the obligation of said surety on its bond.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

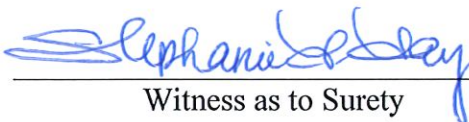
M.S.P. Construction Corp.


Witness

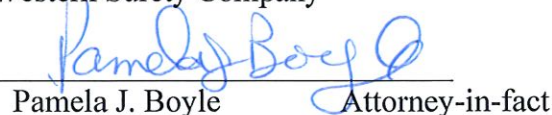
BY:


Danny Pereira, Secretary

Western Surety Company


Witness as to Surety

BY:


Pamela J. Boyle Attorney-in-fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Carl W Bull, Pamela J Boyle, Lisa Nosal, Robert E Culnen, Joseph W Mallory, Individually

of Totowa, NJ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of June, 2021.



WESTERN SURETY COMPANY

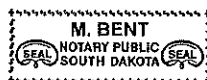
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of July, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2021

ASSETS

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
Total Assets	<u>\$ 2,096,769,908</u>

LIABILITIES AND SURPLUS

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
Total Liabilities	<u>\$ 569,206,602</u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	<u>1,236,667,111</u>
Surplus as regards policyholders	<u>\$ 1,527,563,306</u>

Total Liabilities and Capital \$ 2,096,769,908

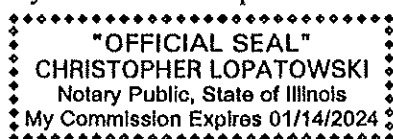
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:



By Christopher Lopatowski
Notary Public

Western Surety Company

Bond No. 30153118

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2021. The financial statements of Western Surety Company as of and for the year ended December 31, 2021 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$1,527,563,306

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

Surety Company	Underwriting Limitation
Western Surety Company	\$ 152,157,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows: N/A

(4) The amount of the bond to which this statement and certification is attached is \$ 378,714.00.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
and

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

CERTIFICATE

I, Paul T. Bruflat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.

Date: July 29, 2022


Paul T. Bruflat, Vice President

STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Official Use Only

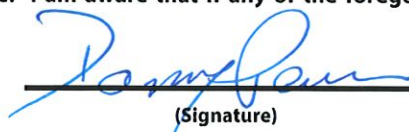
Assignment

Code

For instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf

1. FID NUMBER 22-2183446		2. CONTRACTOR ID NUMBER 1033		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Borough of Spring Lake Address: 423 Warren Avenue Spring Lake, NJ 07762					
3. NAME AND ADDRESS OF PRIME CONTRACTOR M. S. P. Construction Corporation (Name) 19-B Minneakoning Road (Street Address) Flemington NJ 08822 (City) (State) (Zip Code)				CONTRACT NUMBER 03-2022		DATE OF AWARD 06/28/2022		DOLLAR AMOUNT OF AWARD \$378,714.00	
4. IS THIS COMPANY MINORITY OWNED [] OR WOMAN OWNED []				6. NAME AND ADDRESS OF PROJECT Name: Pitney Ave. Water Main Imp. Address: Phase 1, Spring Lake, NJ		7. PROJECT NUMBER 73530		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES ☒	
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE - IN DATE		PROJECTED COMPLETION DATE	
		MALE FEMALE		MALE FEMALE					
		J AP J AP		J AP J AP					
1. ASBESTOS WORKER									
2. BRICKLAYER OR MASON									
3. CARPENTER									
4. ELECTRICIAN									
5. GLAZIER									
6. HVAC MECHANIC									
7. IRONWORKER									
8. OPERATING ENGINEER		1				09/19/2022		11/18/2022	
9. PAINTER									
10. PLUMBER									
11. ROOFER									
12. SHEET METAL WORKER									
13. SPRINKLER FITTER									
14. STEAMFITTER									
15. SURVEYOR									
16. TILER									
17. TRUCK DRIVER		1				09/19/2022		11/18/2022	
18. LABORER		3		1		09/19/2022		11/18/2022	
19. OTHER									
20. OTHER									

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


(Signature)

Secretary
(Title)

10. (Please Print Your Name)
973 465-9222

(Area Code) (Telephone Number) (Ext.)

07/27/2022

(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2022

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

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

PRODUCER Global Indemnity Insurance Agency, Inc. 20 Highland Avenue Metuchen NJ 08840		CONTACT NAME: Su Wolin, ACSR PHONE (A/C, No, Ext): (732) 632-2790 FAX (A/C, No): (732) 632-2779 E-MAIL ADDRESS: swolin@globalindemins.com	
INSURED M.S.P. Construction Corporation 19 Minneakoning Road Suite B Flemington NJ 08822		INSURER(S) AFFORDING COVERAGE INSURER A: PA National Mutual Cas Ins INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 14990 23043	

COVERAGES **CERTIFICATE NUMBER:** 22/23 **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 ☒ PRO-JECT ☐ LOC OTHER:	Y		CL90745992	04/17/2022	04/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ 19 ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			AU90745992	04/17/2022	04/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 0			UL90745992	04/17/2022	04/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	WC533S355795022	05/31/2022	05/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Pitney Avenue Water Main Improvements - Phase 1 - Borough of Spring Lake, Monmouth County, NJ
Borough of Spring Lake is an additional insured under the general liability coverage providing there is a written contract requiring additional insured status for liability arising out of the named insured's work. Subject to the terms, limitations and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

Borough of Spring Lake 423 Warren Avenue Spring Lake NJ 07760	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
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**PENN NATIONAL
INSURANCE**

Feel Secure®

Pennsylvania National Mutual Casualty Insurance Company
Penn National Security Insurance Company
P.O. Box 2361
Harrisburg, PA 17105-2361

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED -- OWNERS, CONTRACTORS AND SUBCONTRACTORS (ONGOING OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following provision is added to SECTION
II - WHO IS AN INSURED**

1. Any person(s) or organization(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location or project described in the contract or agreement.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to insurance afforded to these additional insureds, the following additional exclusions apply:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

2. This insurance does not apply to "bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
- C. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- D. With respect to the coverage provided by this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance, Subparagraph a. Primary Insurance, is replaced by the following:

a. **Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except;

- (1) If a written contract or agreement that requires any person(s) or organization(s) to be an additional insured also requires this insurance to be primary and noncontributory, then this insurance is primary over any other insurance in which the additional insured is a Named Insured. We will not seek contribution from any other liability policy in which the additional insured is a Named Insured.

LEON S. AVAKIAN, INC.
Consulting Engineers
788 Wayside Road
Neptune, New Jersey 07753

LETTER OF TRANSMITTAL

DATE	8-4-22	JOB NO.	SL 21-14
ATTENTION			
W. Bryan Dempsey, Administrator			
Pitney Avenue Water Main Improvements			
Phase I			

(732) 922-9229 Fax (732) 922-0044

TO Borough of Spring Lake

423 Warren Avenue

Spring Lake, NJ 07762

WE ARE SENDING YOU ☐ Attached ☐ Under a separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ Contract

COPIES	DATE	NO.	DESCRIPTION
3			Copies of the signed and executed contracts along with performance and payment bonds
3			Copies of the insurance certificate
3			Copies of the completed manning report, form AA201

THESE ARE TRANSMITTED as checked below:

- ☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment _____
☒ FOR BIDS RECEIVED _____ ☐ PRINTS RETURNED AFTER LOAN TO US

Remarks: _____

COPY TO:
File

SIGNED: David J. Howarth

If enclosures are not as noted, kindly notify us at once.