

BID SPECIFICATIONS

For

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

For the

TOWNSHIP OF HAZLET COUNTY OF MONMOUTH

Prepared for

TARA CLARK, MAYOR
MICHAEL SACHS, DEPUTY MAYOR

COUNCIL MEMBERS

SCOTT AAGRE
MICHAEL GLACKIN

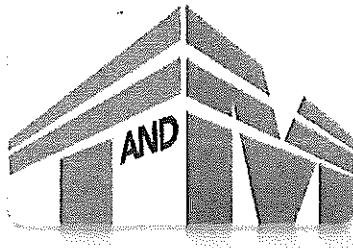
JAMES MCKAY

JULY 2021

Prepared By


(Engineer's Signature)

FRANCIS W. MULLAN, P.E., C.M.E.
LICENCE NO. 24GE03828400



11 Tindall Road, Middletown, NJ, 07748

HAZL-00545

FORMS

BID PACKET

FOR:

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

TOWNSHIP OF HAZLET

BY:

S. Brothers Inc.

(Bidder Name)

P.O. Box 317, South River, NJ
08882

(Bidder Address)

732-446-3390

(Bidder Phone Number)

n/a

(Bidder Alternative Phone Number)

732-446-0076

(Bidder Fax Number)

223231282

(Bidder Federal I.D. # or S.S. #)

sbrothers1@hotmail.com

(Bidder Email Address)

Paul Santos

(Name of Bidder's Authorized Representative)

TO:

TOWNSHIP OF HAZLET

1766 UNION AVENUE, HAZLET, NJ 07730

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.1)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

Bidder is to initial next to each document provided in its Bid Packet. Items 1 through 14 below are to be provided in the Bid Packet. Owner requests that Bidder also submit Items A through D in its Bid Packet. If any of the Items A through D are not included in the Bid Packet, they shall be provided prior to contract award; provided with respect to the Public Works Contractor Certificate only those documents required pursuant to N.J.S.A. 34:11-56.55 are required to be submitted prior to contract award.

DESCRIPTION OF DOCUMENTS TO BE SUBMITTED IN BID PACKET	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.1</u> (this document)	PS
2. BID PROPOSAL	PS
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23.2</u>	PS
4. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u> and <u>N.J.S.A. 40A:11-23.2</u>	PS
5. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	PS
6. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	PS
7. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-23.2</u> and <u>N.J.S.A. 40A:11-16</u> (if applicable scope of work)	PS
8. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	PS
9. BID PACKET CERTIFICATION (completed and signed by appropriate authorized representative(s) of Bidder and notarized by Notary Public)	PS
10. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	PS
11. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	PS
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	PS
13. BIDDER'S ACKNOWLEDGMENT	PS
14. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	PS

DESCRIPTION OF DOCUMENTS TO BE PROVIDED PRIOR TO CONTRACT AWARD

- A. **PUBLIC WORKS CONTRACTOR CERTIFICATE** - Owner is requesting the submission of the Public Works Contractor Certificate of Bidder and the named Subcontractors in the Bid Packets. Pursuant to N.J.S.A. 34:11-56.55, the Public Works Contractor Certificates of the named Subcontractors are required to be submitted prior to contract award.
- B. **BUSINESS REGISTRATION CERTIFICATE** pursuant to N.J.S.A. 52:32-44. Owner is requesting the submission of the Business Registration Certificate of Bidder and the named Subcontractors in the Bid Packets. If not provided in the Bid Packets, they must be submitted prior to contract award.
- C. **DISCLOSURE OF ELECTION CONTRIBUTIONS** pursuant to N.J.S.A. 19:44A-20.27
- D. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN** pursuant to N.J.S.A. 40A:11-2.1

TS

PS

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BID PROPOSAL

PROPOSAL A - SIDEWALK IMPROVEMENTS

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	CLEARING SITE	1	LS	\$ 54,000. ⁰⁰	\$ 54,000. ⁰⁰
2.	SOIL EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
3.	MILLING, 2" VARIABLE DEPTH	540	SY	\$ 18. ⁰⁰	\$ 9,720. ⁰⁰
4.	HOT MIX ASPHALT 19M64, BASE COURSE, 4" THICK	25	TON	\$ 120. ⁰⁰	\$ 3,000. ⁰⁰
5.	HOT MIX ASPHALT 9.5M64, SURFACE COURSE, 2" THICK	65	TON	\$ 270. ⁰⁰	\$ 17,550. ⁰⁰
6.	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK (IF & WHERE DIRECTED)	100	SY	\$ 1. ⁰⁰	\$ 100. ⁰⁰
7.	TACK COAT	55	GAL	\$ 8. ⁰⁰	\$ 440. ⁰⁰
8.	18" RCP CLASS V WITH FLEXIBLE WATER TIGHT RUBBER GASKET (IF & WHERE DIRECTED)	20	LF	\$ 90. ⁰⁰	\$ 1,800. ⁰⁰
9.	18" RCP FLARED END SECTION (IF & WHERE DIRECTED)	1	UN	\$ 1,200. ⁰⁰	\$ 1,200. ⁰⁰
10.	I-13 SOIL AGGREGATE (IF & WHERE DIRECTED)	100	CY	\$ 0.01	\$ 1. ⁰⁰
11.	INLET, TYPE B, 6" HEAD	1	UN	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
12.	RECONSTRUCTED INLET, TYPE B	4	UN	\$ 1,500. ⁰⁰	\$ 6,000. ⁰⁰
13.	DOGHOUSE INLET	1	UN	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
14.	CONCRETE CURB RETAINING WALL (IF & WHERE DIRECTED)	200	LF	\$ 35. ⁰⁰	\$ 7,000. ⁰⁰
15.	6"X18" CONCRETE VERTICAL CURB	1,330	LF	\$ 45. ⁰⁰	\$ 59,850. ⁰⁰
16.	6"X20" CONCRETE VERTICAL CURB	130	LF	\$ 50. ⁰⁰	\$ 6,500. ⁰⁰
17.	CONCRETE SIDEWALK, 4" THICK	950	SY	\$ 95. ⁰⁰	\$ 90,250. ⁰⁰
18.	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	110	SY	\$ 95. ⁰⁰	\$ 10,450. ⁰⁰
19.	HOT MIX ASPHALT DRIVEWAY, 5" THICK (IF & WHERE DIRECTED)	80	SY	\$ 46. ⁰⁰	\$ 3,680. ⁰⁰
20.	DETECTABLE WARNING SURFACE	4	SY	\$ 350. ⁰⁰	\$ 1,400. ⁰⁰
21.	POLICE TRAFFIC DIRECTORS	320	MH	\$100.00	\$32,000.00
22.	BREAKAWAY BARRICADE	4	UN	\$ 20. ⁰⁰	\$ 80. ⁰⁰

23.	TRAFFIC STRIPES, YELLOW LONG LIFE, THERMOPLASTIC, 4" WIDE	105	LF	\$ 2.00	\$ 210.00
24.	TRAFFIC STRIPES, WHITE LONG LIFE, THERMOPLASTIC, 4" WIDE	1,320	LF	\$ 2.00	\$ 2,640.00
25.	TRAFFIC STRIPES, WHITE LONG LIFE, THERMOPLASTIC, 6" WIDE	195	LF	\$ 2.80	\$ 546.00
26.	TRAFFIC STRIPES, WHITE LONG LIFE, THERMOPLASTIC, 24" WIDE	40	LF	\$ 8.00	\$ 320.00
27.	DRUM	25	UN	\$ 30.00	\$ 750.00
28.	TRAFFIC CONE	100	UN	\$ 5.00	\$ 500.00
29.	CONSTRUCTION SIGNS, W20-1A	2	UN	\$ 200.00	\$ 400.00
30.	CONSTRUCTION SIGNS, G20-2A	2	UN	\$ 200.00	\$ 400.00
31.	CONSTRUCTION SIGNS, W20-1F	5	UN	\$ 200.00	\$ 1,000.00
32.	CONSTRUCTION SIGNS, W20-7A	5	UN	\$ 200.00	\$ 1,000.00
33.	CONSTRUCTION SIGNS, W20-4B	2	UN	\$ 200.00	\$ 400.00
34.	CONSTRUCTION SIGNS, W20-7B	2	UN	\$ 200.00	\$ 400.00
35.	CONSTRUCTION SIGNS, R11-2	3	UN	\$ 200.00	\$ 600.00
36.	TREE REMOVAL, (GREATER THAN 12" DIAMETER)	5	UN	\$ 2,800.00	\$ 14,000.00
37.	BORROW TOPSOILING, 4" THICK	590	SY	\$ 4.00	\$ 2,360.00
38.	FERTILIZING AND SEEDING, TYPE 'G'	590	SY	\$ 2.00	\$ 1,180.00
39.	STRAW MULCH	590	SY	\$ 2.00	\$ 1,180.00

TOTAL BID AMOUNT (Items 1 through 39): \$ ~~344,407.00~~

WRITE TOTAL BID AMOUNT (Items 1 through 39): Three hundred forty four thousand four hundred seven dollars no cents.

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

PS.

BID PROPOSAL

PROPOSAL B - VETERANS PARK

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	CLEARING SITE	1	LS	\$ 23,000.00	\$ 23,000.00
2.	SOIL EROSION AND SEDIMENT CONTROL	1	LS	\$ 1,500.00	\$ 1,500.00
3.	ELECTRIC UTILITY SERVICE	1	LS	\$ 27,000.00	\$ 27,000.00
4.	DENSE GRADED AGGREGATE, BASE COURSE, 6" THICK (IF AND WHERE DIRECTED)	145	SY	\$ 1.00	\$ 145.00
5.	STAMPED CONCRETE SIDEWALK 4" THICK	145	SY	\$ 200.00	\$ 29,000.00
6.	CONCRETE SIDEWALK 4" THICK	45	SY	\$ 95.00	\$ 4,275.00
7.	CONCRETE BLOCK WALL WITH DECORATIVE SIGN	160	SF	\$ 112.00	\$ 17,920.00
8.	GRANITE BLOCK PLANTER CIRCLE	35	LF	\$ 55.00	\$ 1,925.00
9.	CONCRETE BLOCK SEATWALL	260	SF	\$ 85.00	\$ 22,100.00
10.	INSTALL LED SIGN	1	LS	\$ 3,720.00	\$ 3,720.00
11.	UPLIGHTING FIXTURE	9	UN	\$ 1,078.00	\$ 9,702.00
12.	FLAGPOLE	3	UN	\$ 7,860.00	\$ 23,580.00
13.	VERDIN POST CLOCK	1	UN	\$ 41,300.00	\$ 41,300.00
14.	POLICE TRAFFIC DIRECTORS	40	MH	\$ 100.00	\$ 4,000.00
15.	ORNAMENTAL TREE, 10'-12' HT.	8	UN	\$ 920.00	\$ 7,360.00
16.	SMALL DECIDUOUS TREE, 2.5"-3" CAL	6	UN	\$ 600.00	\$ 3,600.00
17.	BORROW TOPSOILING, 4" THICK	50	SY	\$ 5.00	\$ 250.00
18.	FERTILIZING AND SEEDING, TYPE 'G'	50	SY	\$ 5.00	\$ 250.00
19.	STRAW MULCH	50	SY	\$ 5.00	\$ 250.00

TOTAL BID AMOUNT (Items 1 through 19): \$ 220,877.00

WRITE TOTAL BID AMOUNT (Items 1 through 19): Two hundred twenty thousand eight hundred seventy seven dollars no cents.

BASIS OF AWARD

BIDDERS ARE ADVISED THAT ONE CONTRACT WILL BE AWARDED FOR THE SUM OF THE LOWEST AMOUNT BID FOR PROPOSAL A PLUS PROPOSAL B

TOTAL AMOUNT PROPOSAL A

\$ 344,407.00

TOTAL AMOUNT PROPOSAL B

\$ 220,877.00

TOTAL AMOUNT PROPOSAL A + PROPOSAL B

\$ 565,284.00

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

PS

Five hundred sixty five thousand two
hundred eighty four dollars
no cents

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

P.S.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23.2)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

ADDENDA NUMBER	DATED	TITLE OR DESCRIPTION	BIDDER'S INITIALS
<u>n/a</u>	<u>/ /</u>		
	<u>/ /</u>		
	<u>/ /</u>		
	<u>/ /</u>		
	<u>/ /</u>		

☒ No Addendum received:

PS

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate:

PS

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc

(Bidder Name)

1. Pursuant to N.J.S.A. 52:32-44, Owner is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.
2. Prior to contract award or authorization, the Contractor shall provide the Owner with its proof of business registration and that of any named Subcontractor(s).
3. Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
4. During the course of contract performance,
 - a. The Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
 - b. The Contractor shall maintain and submit to the Owner a list of Subcontractors and their addresses that may be updated from time to time.
 - c. The Contractor and any Subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.html>
5. Before final payment is made under the Contract, the Contractor shall submit to the Owner a complete and accurate list of all Subcontractors used and their addresses.
6. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.
7. **Emergency Purchases or Contracts:** For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:**

PS

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48 et seq.)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor and Workplace Development at the time the Bid Packets are received. Failure to register accordingly shall render the Bid Packet to be non-responsive. Owner requests that Bidder, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for the Bidder and all Subcontractors identified in the Bid Packet. The **PUBLIC WORKS CONTRACTOR CERTIFICATES** for all named Subcontractors must be provided prior to contract award. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor and Workplace Development prior to physically starting the work on the Project.

By initialling here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:

PS

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc

(Bidder Name)

PART I - Please check the appropriate box below:

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

PART II - Please check the appropriate box below:

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

- OR -

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

FULL NAME OF INDIVIDUAL
OR BUSINESS ENTITY

ADDRESS OF INDIVIDUAL
OR BUSINESS ENTITY

- | | | |
|----|-------------------------|---|
| 1. | Paul Santos (President) | 82 Heyers Mill Road, Colts Neck
NJ 07722 (50%) |
| 2. | Jorge Santos (VP) | 235 Gravel Hill Road, Monroe,
NJ 08831 (50%) |
| 3. | _____ | _____ |

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

PART III – DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS, OR LLC MEMBERS LISTED IN PART II

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

WEBSITE (URL) CONTAINING THE LAST ANNUAL SEC (OR FOREIGN EQUIVALENT) FILING	PAGE #S

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) 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 identified above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership criteria established 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

Paul Santos - President (50%) 82 Heyers Mill Road,
Colts Neck, NJ 07722
Jorge Santos (VP) (50%) 235 Gravel Hill Road,
Monroe, NJ 08831

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

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; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer 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 Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

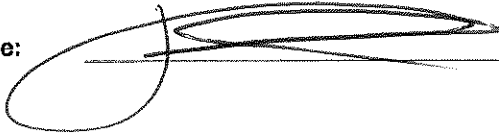
Full Name (Print):

Paul Santos

Title:

President

Signature:



Date:

August 3rd, 2020

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 40A:11-2.1)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

PART I - BIDDERS ARE TO COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

Pursuant to N.J.S.A. 52:32-58, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she shall take action as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



I certify, pursuant to N.J.S.A. 52:32-55 et al., that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates are listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 52:32-55 et al. ("Chapter 25 List"). I further certify that I am the Bidder's Authorized Representative and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below:

- OR -



I am unable to certify as above because the BIDDER and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

PART II - Bidders are to provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 40A:11-2.1)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

PART III - Certification:

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

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Paul Santos

(Print or Type)

TITLE:

President

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

- ☐ Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

- ☐ Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:

PS

Please See Attached

BID BOND

(Pursuant to N.J.S.A. 40A:11-21)

Bidders are required to submit, along with Bid Packets, a **BID BOND** in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder,

(Bidder Name)

located at _____

(Bidder Address)

, (hereinafter called the "Principal"), and

_____, located at

(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound

(Surety Address)

onto

_____, as Owner, in the penal sum of

(\$ _____)

(10% of Bid Amount or \$20,000 [in words])

(10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; 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 Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____

(Date)

_____ In the year of 20 _____

(Month)

(Year)

BY: _____

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____

(Print or Type)

TITLE: _____

Please See Attached

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

_____, located in the

_____, is awarded to _____, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20_____.
(Date) (Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

NON-COLLUSION AFFIDAVIT

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

I, Paul Santos, residing in Colts Neck Township
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am President of the firm of S. Brothers Inc
(Bidder's Authorized Representative Title) (Bidder's Name)

_____, the Bidder making this Bid Proposal for the Bid Packet entitled,

and that I executed all Bid Packet forms with full authority to do so; 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 Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for 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 commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintain by

S. Brothers Inc
(Bidder's Name)

BY:

[Signature]
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Paul Santos
(Print or Type)

TITLE:

President

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc

(Bidder Name)

PART I - Please check the appropriate box below:

- ☒ A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- ☐ B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II -ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a.		
b.		
c.		

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By Initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

PS

Please See Attached

SUBCONTRACTOR IDENTIFICATION (Applicable only to
Construction, Alteration, or Repair of Public Building)
(Pursuant to N.J.S.A. 40A:11-16)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16 and N.J.S.A. 40A:11-23.2, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

1. Plumbing and gas fitting
and all kindred work

Name: n/a

Address: _____

License No.: _____ Expiration: _____

2. Steam and hot water
heating and ventilating
apparatus, steam power
plants and kindred work

Name: n/a

Address: _____

License No.: _____ Expiration: _____

3. Electrical work

Name: (P.S.) Foggia Trinity Electric

Address: 1759 East 2nd Street, Scotch Plains NJ 07076

License No.: 34EJ01081700 Expiration: 03/31/2024

4. Structural steel and
ornamental iron work

Name: n/a

Address: _____

License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

PART II - In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder shall submit, along with its Bid Packet, the following:

- a.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

Owner further requests that the Bidder submit along with its Bid Packet Evidence of Business Certificate Registration for all Subcontractors listed. If not provided with the Bid Packet, the Evidence of Business Certificate Registration of all Subcontractors listed must be provided prior to contract award.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

PS

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

The above named Bidder, located at 16 Sobechko Road, Manalapan, NJ 07726,
(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full not less than prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Workplace Development under N.J.S.A. 34:11-56.25 et seq. pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

In the event it is found that any worker, employed by the Bidder or any subcontractor of Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263.

By Initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:

PS

BIDDER'S ACKNOWLEDGEMENT

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc

(Bidder Name)

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc.

(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

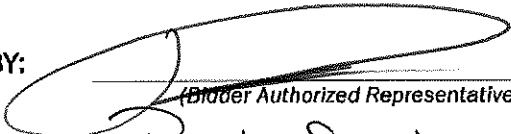
All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Paul Santos
(Print or Type)

TITLE:

President

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By Initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:

BS

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

S. Brothers Inc

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity:

(B.) April 1993

2.) State of Incorporation or Formation of bidding entity:

New Jersey

3.) Number of years engaged in the contracting business under your present firm or trading name: 28 years

4.) General character of work performed by company: Excavation, milling, paving, concrete + PIPE.

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

(B) NO

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

NO

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of two percent (2%) for retainage? If so, how much and why?

NO

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

NO

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

yes

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

10.) Please provide a minimum of five (5) references and the following information for projects currently in progress or completed within the last three (3) years:

[illegible]

SIDEWALK IMPROVEMENTS TO MIDDLE ROAD AND UNION AVENUE

(Bidder Name)

**ANTICIPATED
COMPLETION
DATE**

Attached

(CONTINUED)

S. Brothers Inc.
(Bidder Name)

(Bidder Name)

PROJECT NAME &
ADDRESS

**CONTACT PERSON &
PHONE NUMBER**

**ORIGINAL
COST**

CHANGE ORDERS

FINAL COST

COMPLETION
DATE

Please
see
Attached

By Initialing here, the Bidder hereby represents and warrants that the information provided in this **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** is complete and accurate:

PS.

BID PACKET CERTIFICATION

STATE OF NEW JERSEY

COUNTY OF Monmouth

SS.

I, Paul Santos, residing in Colts Neck Twp.
(Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
(County Name)
according to law on my oath depose and say that:

I am President of the firm of S. Brothers Inc.
(Authorized Representative Title) (Bidder Name)

_____, the Bidder submitting this Bid Packet for the Project, entitled

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY:

(Signature)
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Paul Santos
(Print or Type)

TITLE:

President

This Bid Packet has been Sworn and Subscribed before me this

3rd Day of August, 20 21

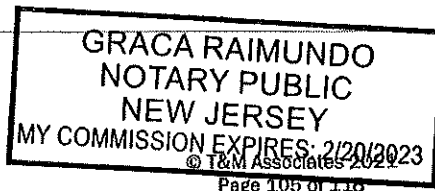
NOTARY PUBLIC SEAL:

NOTARY
PUBLIC

(Signature)
(Notary Public Signature)

Graca Raimundo
(Print or Type Name)

My Commission Expires



CONTRACT

THIS AGREEMENT made on the _____ of _____, 20, _____ by and between
(Day) (Month) (Year)

Hereinafter called the Owner, and

(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **ARTICLE 1: DEFINITIONS** of the Contract Documents.
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract, and the Special Provisions*), the Introduction, the Special Provisions, the Specifications, Submittals, Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. **CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)
- V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security or safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: *a.)* result from or are alleged to result from or arise out of the performance of the Contract and, *b.)* are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall neither the Owner nor the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** - Insurance Certificate
 - **EXHIBIT II** - Performance Bond
 - **EXHIBIT III** - Payment Bond
 - **EXHIBIT IV** - Prevailing Wage Rate Table(s)
- IX. PREVAILING WAGES.** The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263. If the New Jersey Prevailing Wage Act is applicable, the prevailing wage rates for each craft or trade or classification of all workers needed to perform this Contract are attached hereto as Exhibit IV, and workers shall not be paid less than such prevailing wage rate. In the event it is found that any worker, employed by the Contractor or any subcontractor of Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.
- X. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to Appendixes A, B, and C regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- XI. DOCUMENT RETENTION AND AUDIT.** The Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- XII. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;
 3. If a Sole Proprietorship, the Proprietor;
 4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.
- XIII. BINDING UPON EXECUTION.** This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

Contractor's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

TITLE: _____

EXHIBIT I - INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II - PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)

located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)

_____, located at _____,
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto _____, as Owner, in the penal sum of

_____ (\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____
(Date)

of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)
, County of _____, State of _____

, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, 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 stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____
(Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)

located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)

_____, located at _____,
(Surety Name)

_____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto _____, as Owner, in the penal sum of

(\$ _____)

(100% of Contract Sum [In words])

(100% of Contract Sum [In numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____

(Date)

of the month of _____ in the year of 20 _____, enter into a Contract with
(Month) (Year)

_____, County of _____, State of _____

, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, 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 stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____

(Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT IV – PREVAILING WAGE RATE TABLE(S)

{PREVAILING WAGE RATE TABLE(S) ATTACHED}

APPENDIX A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS AND SERVICES CONTRACTS

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

During the performance of this Contract, the Contractor agrees as follows:

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

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

The Contractor or Subcontractor, where applicable, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted 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 status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (*electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR CONSTRUCTION CONTRACTS

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

During the performance of this Contract, the Contractor agrees as follows:

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

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

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

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

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt the Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program, is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said

assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions:

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

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

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

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

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

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

(i) The Contractor or Subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or Subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

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

- D. The Contractor and its Subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

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

BID BOND

(Pursuant to N.J.S.A. 40A:11-21)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the Bidder, S. Brothers Inc.
(Bidder Name)

located at 16 Sobechko Road Manalapan, NJ 07726, (hereinafter called the "Principal"), and
(Bidder Address)

The Ohio Casualty Insurance Company, located at
(Surety Name)

1200 MacArthur Blvd Mahwah, NJ 07430, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)

onto Township of Hazlet, as Owner, in the penal sum of

ten percent of bid amount not to exceed twenty thousand dollars (\$ 10% of bid amount not to exceed \$20,000.00)
(10% of Bid Amount or \$20,000 (in words)) (10% of Bid Amount or \$20,000 (in numbers))

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

Sidewalk Improvements to Middle Road and Union Avenue

NOW, THEREFORE, If said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; 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 Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 3rd of the month of August
(Date)

August In the year of 20 21
(Month) (Year)

The Ohio Casualty Insurance Company

BY: [Signature]
(Surety Authorized Representative Signature)

NAME: Lisa Nosal
(Print or Type)

TITLE: Atty-in-fact

CORPORATE SEAL:

S. Brothers Inc.

By: [Signature]
PAUL SMITH

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.

The The Ohio Casualty Insurance Company located at
(Surety Name)

1200 MacArthur Blvd Mahwah, NJ 07430, a corporation organized under the laws of the State of
(Surety Address)

NH and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

Sidewalk Improvements to Middle Road and Union Avenue, located in the

Township of Hazlet, is awarded to S. Brothers Inc., the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ 100% of bid amount. The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

3rd of August, 20 21.
(Date) (Month) (Year)

BY:

The Ohio Casualty Insurance Company

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Lisa Nosal

(Print or Type)

TITLE:

Atty-in-fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8200339-973841**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Lisa Nosal; Pamela J. Boyle; Robert E. Culnen; Joseph W. Mallory; Louis A. Vlahakes

all of the city of Totowa state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of January, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of January, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT — DECEMBER 31, 2020

Assets		Liabilities	
Cash and Bank Deposits	\$1,50,376,256	Unearned Premiums	\$1,351,793,120
*Bonds — U.S Government	637,339,036	Reserve for Claims and Claims Expense	3,820,674,665
*Other Bonds	4,501,743,412	Funds Held Under Reinsurance Treaties	0
*Stocks	231,503,116	Reserve for Dividends to Policyholders	190,835
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums	774,786,642	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	33,410,287	Other Liabilities	407,364,363
Other Admitted Assets	1,390,387,941	Total	\$5,580,022,983
		Special Surplus Funds	\$ 28,504,816
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	1,368,334,994
Total Admitted Assets	<u>\$7,719,546,690</u>	Surplus to Policyholders	2,139,523,707
		Total Liabilities and Surplus	<u>\$7,719,546,690</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2020, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 25th day of March, 2021.

TAMIKOLAJEWSKI

Assistant Secretary



Liberty Mutual.

SURETY

SURETY DISCLOSURE STATEMENT AND CERTIFICATION pursuant to N.J.S.A. 2A:44-143

THE OHIO CASUALTY INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of The Ohio Casualty Insurance Company as determined in accordance with the applicable laws of this State, totals \$7,719,546,690.00 as of the calendar year ended December 31, 2020, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) The Ohio Casualty Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2021 in the amount of \$ 203,468,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$ 10% of bid amount not to exceed \$20,000.00.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

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

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		and;

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

CERTIFICATE

I, David M. Carey, as Assistant Secretary for The Ohio Casualty Insurance Company, a stock insurance company domiciled in New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of The Ohio Casualty Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of The Ohio Casualty Insurance Company are false, this bond is VOIDABLE.

THE OHIO CASUALTY INSURANCE COMPANY

By: David M. Carey
David M. Carey, Assistant Secretary

Dated: 08/03/2021

Certificate Number
617718

Registration Date: 07/17/2020
Expiration Date: 07/16/2022



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Paulo Santos, President

2020
s Brothers Inc

Responsible Representative(s):
Jorge Santos, Vice-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:

S BROS., INC.

TRADE NAME:

ADDRESS:

16 SOBECHKO ROAD
MANALAPAN NJ 07726

SEQUENCE NUMBER:

0608985

EFFECTIVE DATE:

10/07/93

ISSUANCE DATE:

03/04/10

James J. Gursione

Director
New Jersey Division of Revenue

FORM-BRC

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

0608985

S. BROTHERS

General Contractors

Paving the roads ahead

P.O. Box 317 • South River, NJ 08882

S. Brothers Inc.
PO Box 317
South River, NJ 08882
732-446-3390
Fax: 732-446-0076

List of References

Township of Livingston
357 S. Livingston Ave
Livingston, NJ 07039

Engineer: Livingston Engineering Department – Jeannette Harduby – 973-990-5000

Project: Ross Road Culvert Milling and Paving

Class of work: Excavation, RCP Pipe, Bicycle safe grates, Castings, Storm sewers, Belgium block curbs, Driveway aprons, Sidewalks, Milling, and Paving

Was work complete on time? – Yes

Work was complete – 08/2018

Contract Amount: \$910,314.10

Township of East Windsor
16 Lanning Boulevard
East Windsor, NJ 08520

Engineer: Township of East Windsor Engineering Department – Mark Liss 609-443-4000 ext. 210

Project: Resurfacing & Associated Improvements for Maple Stream Road and Heathwood Drive

Class of work: Concrete curbs, Sidewalks, Aprons, Bicycle safe grates, Castings, Storm sewer, Milling and Paving

Was work completed on time? – Yes

Work was completed – 08/2018

Contract Amount: 315,685.50

Township of Hazlet
1766 Union Avenue
Hazlet, NJ 07730

Engineer: CME Associates – 1460 Route 9 South, Howell, NJ 07731 – Trevor Taylor 732-462-7400

Project: 2016 Road Improvement Program

Class of work: Excavation, RCP Pipe, Bicycle safe grates, Castings, Storm sewer, Milling and Paving

Was work complete on time? – Yes

Work was complete – 11/2017

Contract Amount: \$1,241,145.10

Township of Colts Neck
124 Cedar Drive
Colts Neck, NJ, 07722

Engineer: T&M Associates – 1144 Hooper Avenue, Toms River, NJ 08753 – Glenn Gerken 732-473-3400

Project: FY 2019 Capital Road Improvement Program

Class of work: Excavation, RCP Pipe, Belgium block curb, Storm Sewer, Milling and Paving

Was work completed on time? – Yes

Work was completed – 09/2020

Contract Amount: 318,855.05

Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Engineer: Municipality of Princeton Engineering – 400 Witherspoon Street, Princeton, NJ 08540 – Ian Baker 609-921-7077

Class of work: Curbs, Sidewalks, Excavation, Aprons, Storm Sewer, Milling and PAVING

Project: Hearthstone Improvements

Was work completed on time? – Yes

Work was completed – 03/2021

Contract amount: \$767,288.34

Township of Springfield
100 Mountain Avenue
Springfield, NJ,07081

Engineer: Keller & Kirckpatrick (GPI) - 301 Gibraltar Dr Suite 2A, Morris Plains, NJ 07950 – Art Alias
973-434-8345

Class of work: Excavation, curbs, sidewalks, aprons, storm sewer, Bicycle safe grates, ADA, Milling and Paving

Project: Improvements to Benjamin Drive and New Brook Lane Contract # sp-2020-01

Was work completed on time? – Yes

Work was completed – 01/2021

Contract Amount: \$365,868.70



SBROS-1

OP ID: SC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2021

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 The Schenck Agency, Inc. 495 Main St., P.O. Box 351 Metuchen, NJ 08840-0351	732-548-2727	CONTACT NAME:	
		PHONE (A/C, No, Ext): 732-548-2727	FAX (A/C, No): 732-548-2404
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Natl Fire Ins Co of Hartford	20478
		INSURER B: New Jersey Manufacturers	12122
		INSURER C: Continental Insurance Co	35289
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
S. Brothers, Inc.
P.O. Box 317
South River, NJ 08882

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Includes X, C & U ☒ Contractual Incl GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	6076141631	02/28/2021	02/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 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 ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		6076141645	02/28/2021	02/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		6076141662	02/28/2021	02/28/2022	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W24009321	02/28/2021	02/28/2022	☒ 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)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SR Coles-Angustine

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

INSURED S Brothers Inc
PO Box 317
South River NJ 08882-0317

PROJECT Operations in the State of New Jersey

POLICY NO. W24009-3-21

EFFECTIVE 02/28/2021

EXPIRING 02/28/2022

This policy insures the obligations imposed upon the Insured by the provisions of the Workers Compensation Law of New Jersey. The limits of liability for Part Two - Employers Liability - under this policy are as follows:
Bodily Injury by Accident \$1,000,000 each accident, and for Bodily Injury by Disease \$1,000,000 policy limit,
\$1,000,000 each employee.

NOTE: Waiver of subrogation and/or inclusion of interests not owned in the majority by the insured are not permitted under this policy by New Jersey Workers Compensation Statute.

The issuance of this Certificate imposes no liability on the Company beyond that provided by the terms, conditions and exclusions of such policy as are described above by policy number, effective and expiration dates.



CERTIFICATE HOLDER

BROKER
The Schenck Agency Inc
495 Main St
PO Box 351
Metuchen NJ 08840

ISSUE DATE 01/28/2021



S. BROTHERS INC.

PO BOX 317

SOUTH RIVER NJ 08882

(732) 446-3390

(732) 446-0076 FAX

EQUIPMENT LIST FOR VEHICLES ONLY

1. 2014 Audi Q7 TDI

Serial #WA1LMAFE6ED012349

License Plate – V37-EBM

2. BRI TRAILER 2004

MODEL #EH1

VIN #43YDC16224C024440

3. 2002 Eagle Trailer

Vin#2112H5V3102L059494

4. Cam 2019 -

Vin#5JWCG2321KP067955

MODEL#7CAM18CP

16,100 LBS

5. CHEVROLET 2005 PICK UP RD SIL "RED SILVER"
VIN# 1GCHK23285F959575 - 6,765 LBS
PLATE# X3039G

6. CHEVROLET SILVERADO DUMP C35 WHITE 2004
VIN# 1GBJC34274E284958
PLATE# X 5676K

7. CHEVROLET SILVERADO 2500HD 2WD CREW CAB 2004
VIN# 1GCHC23104F166256 "GREEN"
PLATE# X5069W

8. CHEVROLET SILVERADO 2007 4WD WITH CAB "GRAY"
VIN# 1GCHK29D57E153260
Plate # XJ375B

9. Chevrolet Silverado -
Vin# 1GC1KYE86DF165615
Plate # XACD92

10. 2019 Chevrolet Silverado 2500
Vin#1GC1KREY9KF115214
Plate#

11. 2018 Chevrolet Silverado 3500
Vin # 1GB4KYCYXJF236377
Plate # XBFH38

12. 2018 Chevrolet Silverado 3500
Vin # 1GB4KYCY1JF233917
Plate # XESH76

13. 2018 Chevrolet Equinox
Vin#3GNAXUEU0JL292666
Plate#

14. Chevrolet Silverado
Vin#1GC1KREY9KF215507

15. Chevrolet 2018 5500 Hd
Vin#JALEEW164J7300516

16. Cam Trailer 2004 - YELLOW
Vin#1 5JPBU23214P007810
Plate#TUH72J

17. Cross Country 2001 trailer
Plate#TPJ57Z
Vin# 431FS162911001139

18. CROSS COUNRTY FLAT BED 2004 -
VIN# 431FS101042001061
PLATE# TCL94X

19. DODGE PICK UP 2500 1997
VIN# 3B7KF23D9VM550934 18,000LBS
PLATE# X9986K

20. DODGE RAMP P/U "2004 WHITE"
VIN# 23D7KU28CX4G244060
PLATE# XT268A

21. EAGLE TRAILER 1988
VIN# 1120HA208JT200428
PLATE# TMR79F

22. 15- 2020 Kenworth Model T370 Chassis with Etnyre Centennial Distributor
Vin#2NKHMM7X9LM388213

23. FORD SERVICE TRUCK "WHITE" AX2 2000
VIN#1FDXF46F8YEE28294
PLATE# XG418R

24. Ford 2007 F65 - Red
Vin#3FRNX65R47V411336
Plate#XHKB23

25. FORD BOX TRUCK
VIN# 2FDKF37M7LCA88880
PLATE# XT897S

26. FON SPE TRAILER 1998
VIN# 4LF4S4936W3506719 "MAROON" AX2
PLATE# T94Y4V

27. FONTAIN TRAILER 2006
MODEL# SPC
AXLES- 2
PLATE#

28. FORD F35 PICK UP 1991 "TAR TRUCK"
VIN# 2FTJW35MONCA09359

29. GMC 2001 P/U
VIN# 1GDJC34161F187321
11,000LBS
PLATE# XM188N

30. GMC 2006 TRK - Green -
Vin# J8DC4B16767016775
25,000 lbs
Plate # XBGU84

31. HUDSON HSE TRAILER "BLACK" 1996
VIN# 10HHSE168T1000765
PLATE# TRS19T

32. INTERNATIONAL TRAILER "BLACK" 1997
VIN# 1JKDTA206VA100085
PLATE# T89P9J

33. INTERNATIONAL TRUCK- 2002
ASPHALT DISTRIBUTOR TRUCK MODEL DT530
PLATE# XCAU75

34. GMC – 1995 TRUCK
ASPHALT DISTRIBUTOR TRUCK MODEL CAT3116
VIN# 1GDM7H1J4SJ510413
PLATE#

35. INTERNATIONAL TRUCK 2002 BOX TRUCK -
VIN#1HTMMAAM02H506884
PLATE#

36. International truck 1999
Orange color
Vin#ASRXXC071772
70,000 LBS
Plate#XFDS89

35. 2020 Kenworth Model T370 Chassis with Etnyre Centennial
Distributor
Vin#2NKHHM7X9LM388213
Axle – 2

Plate#XJHS68

37. LIGHT ANGLE PARKER TRAILER 1995
VIN# 13ZLA1620S1006485 AX2
PLATE# T11Z8K

28. Mercedes Benz Sprinter 2014
Vin#WD3PF1DC0E5872528
Plate# XCE-H34

38. Mercedes Benz Sprinter 2015
Vin #- WD3PF4CC2F5962087
PLATE#XCE-H35

39. Mercedes Benz
Vin#WDCTG4GB3KJ572047
Plate#

40. MITSUBISHI-2000 MODEL FH2-VAN***
VIN# 1N6ED27Y11C329529
PLATE# XU293L

41. Mitsubishi – 1998 Truck –
Vin# JW6AGC1HXWN000315
Plate# XBUY11

42. NISSAN FRONTIER PICK UP
VIN#1N6ED27Y11C329529
PLATE# LAN27X

43. 2015 Porsche cay
Vin#WP1Af2a25fla34391
Plate#X90EWN

44. SCANIA TRUCK "GREEN" 1991 #19
VIN#YS2TM4363M1176014 "70,000LBS"

Plates #XFDT50

45. SCANIA TRUCK "GREEN" 1991
VIN# YS2TM4372M1166308 "70,000LBS"
PLATE# XA937R
#18

46. 1985 Scania –
Vin # Y52TM4170F1092165
Plate # XBHA70
80,000 lbs

47. 1986 Scania dump truck –
Vin # Y52TM4165G1111947
PLATE # XBHA69
70,000 lbs
#16

48. 1989 SCANIA TRUCK –
VIN # Y52PM122XK1141093
PLATE # XBHA68
54,500 lbs

50. SCANIA TRUCK "GREEN" 1989
VIN# YS2TM4176K1140780 "80,000LBS" AX3
PLATE# X4073W
#

51. SCANIA DUMP TRUCK "GREEN" 1986
VIN# YS2TM4165G1111947 "70,000LBS" AX2
PLATE# X75H99
#16

52. SCANIA TRUCK "GREEN" AX2 1985
VIN# YS2TM4168F1092163 "70,000LBS"

Plates – XHRB19
#15

53. SCANIA TRUCK "GREEN"
VIN# YS2TH4263K1145073 "80,000 LBS"
PLATE# XC573P
#21

54. SCANIA TRUCK 1989 "GREEN" –
VIN# YS2TH4163K1142076 "70,000.00 LBS"
PLATE# XL502M

55. SCANIA TRUCK 1991 "GREEN" –
VIN# YS2TH4461M1166309 "70,000 LBS"
PLATES XY211K
#19

56. SCANIA TRUCK 1989 "GREEN"
VIN# YS2TM4174K1142088 "80,000 LBS"
PLATE# XS795B
#2 – low boy

57. SCANIA TRUCK 1988 "BLUE" –
VIN# YS2TH4166J1128235

PLATE# XW188R
TRUCK #31

58. SCANIA TRUCK 1989 "GREEN"
VIN# YS2PH4222K1144012
Plate#XFNA62 (old plate#XY869V)
#25

59. SCANIA TRUCK- 1987 "GREEN" -
VIN# YS2TH4269H1119246 70,000 LBS
PLATE# XAKZ23

60. Scania Truck 1987 "White" -
Vin#YS2PH4220H1122387
Plate# XCAW59
#20

61. 1987 Scania truck "white" T11
Vin#YS2TM4168H1119249

Plate#XHBX86

62. 2003 TOYOTA TAC WAGON
VIN# STEWN72N43Z274304
PLATE#

63. TRAILER 1979 H22 "GRAY" -

64. TRAILER 1993 PEQUEA
VIN# 1P9US1626PG120059

65. Trailer 2002 -
Vin#112H5V3102L059494
Plate#TRS87S

66. UD TRUCK 1999
VIN# JNAU4T1J9WA405388
PLATE# XP174C

67. War Trailer - 2007
Vin# 11W9AC45227P347735
Plate# TLX75X

S. Brothers Inc.

PO Box 317

South River NJ 08882

Equipment list for Machinery Only

- 1 ATHEN MOBIEL SWEEPER
 HI-LIFT DUMP BODY

 - 2 ATHEY MOBIL STREET SWEEPER 1993-
 VIN# 1A9S24DR8NR059078

 - 3 ATLAS COPCO MODEL XAS56DD PORTABLE COMPRESSOR 2003
 JOHN DEERE MODEL – 4045D 80HP CYL
 SERIAL # AIP430179

 - 4 ATLAS COMPRESSOR COPCO YEAR – 2003
 MODEL # XAS56 10CFM
 SERIAL #14609

 - 5 BINDER BLAW-KNOX PAVER PF- 875 CONVEYOR- FED PAVER 13,500 LBS
 SERIAL # 875-01-053
-

6 BINDER BLAW KNOX MODEL # PF 5510 ASPHALT PAVER
WEIGHT – 34,600 LBS
SERIAL #189002

7 - 2016 - Bob cat skid steer loader –
Serial# ALJ818924, Model#S650T4

8 Bobcat Case -
Model – SV300

9 BOB CAT S250 SKID STEER LOADER
SERIAL # 526018094

10 Bob Cat S650 Skid Steer loader –
Serial #

11 CAT LOADER- MODEL 262C2

12 Cat Roller Model CB54Xw
Serial # JCM313

13 Cross Country – 2001 trailer –

14 BOB CAT EXCAVATOR YEAR – 2000
MODEL # 325
SERIAL # 514017936
BOB CAT ATTACHMENT "MILLING 23" FOOTCUT SERIAL # 231712124

15 BOB CAT – S- 650-2009
SKID STEER LOADER MODEL # S-650
SERIAL #A3NV11141
ANGLE BROOM MODEL #84
SERIAL # 231415472
SWEEPER W/ GUTTER BRUSH MODEL #72
SERIAL # 783723007

16 BOB CAT –S650 A71 TWO-SPEED –
SKID STEER LOADER MODEL # S650
SERIAL # A3NV12938
ANGLE BROOM MODEL # 84
SERIAL # 23141563 – 84"
SWEEPER – 60" SERIAL # 714422848

17 2020 Bob cat A770 skid steer loaders
Serial#AT5J12719
Model# A770T4 – all wheel steer

18 – 2018 Bobcat BC A770 T4 – Skid Steer Loaders –
Serial# AT5J12042
Model #A770

19 -CASE2000 621B GP BUKCET/QUICK DISCONNECT
SIDE DUMP BUCKET/ FORKS/ "MILLENNIUM"
SERIAL # JEE0055154

20. Case 2019
Serial#NJC753343

21 CASE 2011 580 # CB0755
4WD 12 X 16.5 FRONT TIRES & 19.5 X 24 REAR TIRES

22 Case Bob Cat
Serial#JAFSV300JFM409547

23 CAT ROLLER "WOLFPAC 3100"
SERIAL # 1300229
MODEL # P3100

24 CATERPILLAR BACKHOE LOADER
MODEL # 416BX4
SERIAL # 8ZK09960

25 CATERPILLAR ASPHALT ROLLER 2005 CB214E
SERIAL# 21400403

26 1998 CRACK SEALING KETTLE CRAFTCO
SERIAL# SS125D

27 COMPACTORS- 4

28 CONCRETE MIXERS- 4

29 Delta Trailer – 2019
Bumper Tilt
Vin#4MWBT2023KN047082

30 Delta Trailer – 2019
Bumper Tilt
Vin#4MWBT2027KN047084

31 DYNAPAC CC1300 DOUBLE DRUM VIBRATORY ROLLER-
SERIAL# 10000334JOA007788

32 DYNAPAC ROLLER

33 ENERGY LOGIC WASTE OIL FURNACE
MODEL EL – 140 W/ 500 GALLON TANK

34 - Foley Cat Paver 2011 –
Serial # FAC0975
Model#AP1055D

35- GENERATOR DIESEL
KDE 6700TA

31 GENERATOR
PLASMA CUTTER

36 GENERATOR

SERIAL# F120515170- DIESEL 7,000 WTT

37 2008 HAMM TANDEM ROLLER

S/N H1810140

MODEL- HD090V

38 HAMM MODEL HD13VV ROLLER

SERIAL# 1720566

39 HEREVERANDAIR TESTING SYSTEM W/VARIOUS PLUGS
HOSES "MILLENNIUM"

40 HYDRO SEEDING MACHINE

41 HOLT PNEUMATIC AIR COMPRESSOR MODEL CPS90

42 HOTSY CLEANING GENERATOR-

MODEL# 895

SERIAL# 11090770

43 INGERSOLL RAND ROLLER DD-90
SERIAL# 55455

44 INGERSOLL RAND 175 AIR COMPRESSOR
W/TOWABLE OIL INJECTED LUBRICATION SYSTEM 90LB & 35LB HAMMER
HOSES AND BITS "MILLENNIUM"

45 INGERSOLL RAND ROLLER ULTRA PAC DD28HF

46 INGERSOLL RAND DD90
SERIAL# 54785
MODEL# DD90

47 INGERSOLL RAND DD90
SERIAL# 156210
MODEL# DD90

48 INGERSOLL RAND JUMPING JACK
SERIAL# RX654H

49 INGERSOLL RAND COMPACTOR DD28BF 3.5 TONS
SERIAL# 172012

50 CATERPILLAR ROLLER
MODEL: CB54XW
SERIAL #: JCM313

51 TRAILER - 1979

VIN # - 388362

52 OPTOMAX MAXIUM BLOWER

53 John Deere backhoe –

54 John Deere Dozer 2002 –
Serial#T0550GL853658

55. 2018 John Deere – 4052 R Compact Utility Tractor
Vin#1LV4052RHJJ402317

56 2013 Komatsu hydraulic excavator
Model PC138USLC-10
Serial # 40351

57 - Komatsu WA420-3 Rubber Tired loader
Serial# A31102

58– 2014 Rubble master RM70

Serial # 0191

59 2017 – Case –
 Serial# NFF232541

60 Kettle Heater Equipment
 Portable Patch Heater

61 1999 International Truck water tank
 Vin# 2HSFBASRXXC071772
 Plate# XFDS89

62 Laymor Broom 8 ft
 Serial#SN31649

63 2002 Eagle Trailer
 Vin#2112H5V3102L059494

64 - John Deere Dozer 2002 –
Serial#T0550GL853658

S. BROTHERS INC.
PO Box 317
SOUTH RIVER, NJ, 08882

WORK ON HAND

TOWNSHIP OF CLARK
430 WESTFIELD AVENUE
CLARK, NJ 07066

PROJECT: 2020 NJDOT – WILSON DRIVE & WATERSON DRIVE IMPROVEMENTS & SIGNALIZATION
& 2020 CAPITAL EMERALD PLACE, EMERALD CT., AND CLARK LIBRARY PARKING LOT
AWARDED: \$615,529.62
COMPLETED: \$107,241.40
TO COMPLETE: \$508,288.62

TOWNSHIP OF CLARK
430 WESTFIELD AVENUE
CLARK, NJ 07066

PROJECT: 2020 CAPITAL ROAD IMPROVEMENTS – VARIOUS ROADS – PHASE II
AWARDED: \$188,580.02
COMPLETED: \$70,000.00
TO COMPLETE: \$118,580.02

TOWNSHIP OF CLARK
430 WESTFIELD AVENUE
CLARK, NJ 07066

PROJECT: 2021 CAPITAL ROADS AND SCHOOL PARKING LOTS IMPROVEMENTS
AWARDED: \$1,239,274.79
COMPLETED: 0.00
TO COMPLETE: \$1,239,274.79

TOWNSHIP OF HAZLET
1766 UNION AVENUE
HAZLET, NJ 07730

PROJECT: LYNN BOULEVARD AREA ROADWAY IMPROVEMENTS
AWARDED: \$2,301,117.65
COMPLETED: \$205,000.00
TO COMPLETE: \$2,096,117.65

BOROUGH OF KENILWORTH
567 BOULEVARD
KENILWORTH, NJ 07033

PROJECT: 2020 VARIOUS STREET IMPROVEMENTS
AWARDED: \$850,202.97
COMPLETED: \$520,000.00
TO COMPLETE: \$330,202.97

TOWNSHIP OF LIVINGSTON
357 S. LIVINGSTON AVE
LIVINGSTON, NJ

PROJECT: 2" MILL AND PAVE – SYCAMORE AVENUE
AMOUNT AWARDED: \$406,380.63
COMPLETED: \$315,000.00
TO COMPLETE: \$91,380.63

**TOWNSHIP OF LIVINGSTON
357 S. LIVINGSTON AVE
LIVINGSTON, NJ**

**PROJECT: 2021 ROAD IMPROVEMENTS
AMOUNT AWARDED: \$1,981,364.05
COMPLETED: \$200,000.00
TO COMPLETE: \$1,781,364.05**

**MIDDLESEX COUNTY – BOROUGH OF SAYREVILLE
75 BAYARD ST.
NEW BRUNSWICK, NJ**

**PROJECT: MAIN STREET (BROOKSIDE AVE. TO BURNETT AVE.)
AMOUNT AWARDED: \$1,014,054.50
COMPLETED: \$1,014.054.50
TO COMPLETE: \$1,014.054.50**

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above S Bros Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 317	Requester's name and address (optional)
6 City, state, and ZIP code South River NJ 08882	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
22	-	3231222						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

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

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

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person

Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

S. BROTHERS INC.

PO BOX 317

SOUTH RIVER NJ 08882

732-446-3390

LIST OF SUBCONTRACTORS

RE: Township of Hazlet – Sidewalk Improvements to Middle Road and Union Avenue

The following are a list of subcontractors that may be used on the project for your review and approval:

Straight Edge Striping

18 Rue Cezanne

Franklin NJ 08873

Foggia Trinity Electric LLC

1759 E. Second Street

Scotch Plains NJ 07076

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:

2020
Straight Edge Striping

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 08872

SEQUENCE NUMBER:

1241139

EFFECTIVE DATE:

10/21/05

ISSUANCE DATE:

06/05/06

James J. DiStasio

Acting Director
New Jersey Division of Revenue

Certificate Number
663671

Registration Date: 05/19/2021
Expiration Date: 05/18/2023



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):
Anthony Cifelli, President
Rosario Cifelli, Secretary

Foggia Trinity Electric LLC
2021

Responsible Representative(s):
Michael Bernardo, 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.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FOGGIA-TRINITY ELECTRIC LLC

Trade Name:

Address: 351 TIMBER DRIVE
BERKELEY HEIGHTS, NJ 07922-1740

Certificate Number: 1388060

Effective Date: January 17, 2008

Date of Issuance: November 18, 2013

For Office Use Only:

20131118093005816

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

FOGGIA TRINITY ELECTRIC LLC
MICHAEL BERNARDO
1759 E Second Street
Scotch Plains NJ 07076

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
FOGGIA TRINITY ELECTRIC LLC
Electrical Business Permit

SIGNATURE

04/02/2021 TO 03/31/2024

VALID

34EB01081700

License/Registration/Certificate #

ACTING DIRECTOR

04/02/2021 TO 03/31/2024

VALID

34EB01081700

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

FOGGIA TRINITY ELECTRIC LLC

EXPIRATION DATE 2024

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 34EB 01081700 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PRINT YOUR NEW ADDRESS OF RECORD BELOW.

YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME ☐

BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

PRINT YOUR NEW MAILING ADDRESS BELOW.

YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME ☐

BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

Michael Bernardo
1759 E 2nd Street
Scotch Plains NJ 07076

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors
HAS LICENSED
Michael Bernardo
Electrical Contractor

04/02/2021 TO 03/31/2024
VALID

SIGNATURE
34EI01081700
License/Registration/Certificate #
ACTING DIRECTOR

04/02/2021 TO 03/31/2024

VALID

34EI01081700

LICENSE/REGISTRATION/CERTIFICATE #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
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Board of Examiners of Electrical Con
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

Michael Bernardo

EXPIRATION DATE 2024

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BELOW.

Board of Examiners of Electrical Contractors
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Newark, NJ 07101

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within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Foggia Trinity Electric, LLC
STOCKHOLDERS

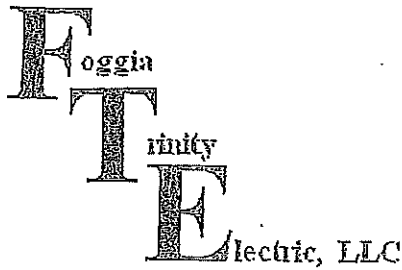
Anthony Cifelli 351 Timber Dr Berkeley Heights, NJ 07922

Michael Bernardo 73 Watson Rd Fanwood, NJ 07023

Rosario Cifelli 262 Timber Dr Berkeley Heights, NJ 07922

•

Consulants	
James Consulting Ralph Turner 972-209-3110	
Shirley Consulting Mae DeSoto 202-437-0010	
Scale Trans. Corp. HODOT	
Steve Consulting Paul Sturges 800-229-0900	
County of Hudson Ego, Dept Jas & Sons 201-584-7093	
Pennington & Vorseid James H. Vorseid 972-325-0063	
J. & M. Ayres Glenn Ayres 723-671-4100	
Bartholomew & Sons/Bartholomew Engineering Dept Eric Lutz 202-225-2520	
URS Group W. J. Wynn, Jr. 972-226-0700	
Shaw Group, Inc. HODOT	
State of Texas, Dept HODOT	
T&M Assoc. 1111 2600Hwy. 113 Greene Bluff 723-671-4100	
County of Union Elizabethan Plaza Elizabeth, NJ 800-227-4250	
County of Essex Newark, NJ	
County of Essex Newark, NJ	
County of Essex Newark, NJ	
Master Controls John Shaw 723-226-7557	
County of Union Elizabethan Plaza Elizabeth, NJ	
Heath Assoc. Pawcatuck, CT	
Lyndell, NJ	
John Shaw	



1759 East Second Street
Scotch Plains, New Jersey 07076
Phone: (908) 322-4137
Fax: (908) 322-4139

License No. 10817

The following is a list of all equipment owned by Foggia Trinity Electric, LLC:

Equipment List- All Equipment is Located at 459 Milltown Rd, Bridgewater, NJ
and is ready for use upon approval of Contract

<u>Qty:</u>	<u>Description/Capacity:</u>	<u>Year:</u>	<u>Condition:</u>
1	F450 Ford Rackbody	99	Good
1	Mack Dump Truck	05	Excellent
1	Isuzu Box Truck	95	Fair
1	Mack Dump Truck	88	Fair
1	Case Chain Trencher	99	Good
1	20 Ton Eager Beaver Trailer	11	Excellent
1	Ford F750 Elliot	07	Excellent
1	John Deere Backhoe	03	Good
1	John Deere Skid Steer	07	Excellent
1	Ditch Witch Barthsaw	97	Good
1	E350 Ford Bucket Van	07	Excellent
1	Ingersoll Rand Compressor	99	Good
1	Ford F550	05	Excellent
1	F250 Ford Pickup Truck	11	Excellent
1	Ford Explorer	13	Excellent
1	John Deere Excavator	13	Excellent
1	Ford Rolloff F550	13	Excellent
1	Haulmark Enclosed Trailer	14	Excellent