

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF LAKEWOOD

(Name of Local Contracting Unit)

**Construction of Vermont Avenue Extension --
Route 70 Off-Ramp to Chestnut Street**

(Name of Project)

1515-T-115

(Project or Bid Number)

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

Required with
Submission of Bid
(Owner's checkmarks)

Initial Each Item
Submitted With Bid
(Bidder's Initials)

X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	I.R.
X	A statement of ownership disclosure, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	I.R.
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractor's Declaration)	I.R.
X	A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	I.R.
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)	I.R.

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

Required with
Submission of Bid
(Owner's checkmarks)

Initial Each Item
Submitted With Bid
(Bidder's Initials)

X	Public Works Contractor Registration Form	I.R.
X	New Jersey "Business Registration Certificate" Form	I.R.
X	Background Questionnaire	I.R.
X	Debarred List Affidavit	I.R.
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	I.R.
X	Affirmative Action Requirements	I.R.

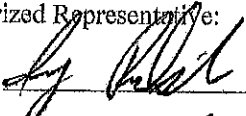
X	Bidder Certificate showing ability to perform contract, pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>I.P.</u>
X	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	<u>I.P.</u>
X	Bid Form	<u>I.P.</u>

C. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: A to Z Site Contractors, Inc

By Authorized Representative:

Signature: 

Print Name and Title: Irving Perlstein

Date: 5/13/2020

Company Name: A to Z Site Contractors, Inc

Mailing Address: 50 Houston Ave, Jackson, NJ 08507

Physical Address: 50 Houston Ave, Jackson NJ 08507

Phone Number: 732-886-8000

Fax Number: 732-886-0045

E-Mail: mima@atozsitecontractors.com

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF LAKEWOOD

(Name of Local Contracting Unit)

Construction of Vermont Avenue Extension -

Route 70 Off-Ramp to Chestnut Street

(Name of Project)

1515-T-115

(Project or Bid Number)

Pursuant to N.J.S.A. 40A:11-23.1a., the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			
NONE				

Acknowledged by bidder:

Name of Bidder: Aro 2 Site Contractors

By Authorized Representative:

Signature: [Signature]

Printed Name and Title: Irving Polstein, President

Date: 5/13/2020

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

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

Name of Organization: A to Z Site Contractors, Inc

Organization Address: 50 Houston Ave
Jackson, NJ 08507

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

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

Part II

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

OR

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

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

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Irving Perlstein	

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

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

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

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

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

Part IV Certification

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

Full Name (Print):	Minna Kipper	Title:	Office Manager
Signature:	M. Kipper	Date:	5/13/2020

SUBCONTRACTOR DECLARATION

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

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

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

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

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

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

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

Plumbing Work:

Name _____ Phone # _____

Address _____

License Number: Not applicable

Gas Fitting and All Kindred Work:

Name _____ Phone # _____

Address _____

License Number: Not applicable

Certification Number (for Medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water Heating and Ventilating and Refrigeration Apparatus and all Kindred Work:

Name _____ Phone # _____

Address _____

License Number: Not applicable

Electrical Work, including any Electrical Power Plants

Name _____ Phone # _____

Address _____

License Number: Not applicable

Tele-data Systems:

Name _____ Phone # _____

Address _____

License Number: Not applicable

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

Fire Alarm Systems:

Name _____ Phone # _____

Address _____

License Number: Not applicable

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

Security Systems:

Name _____ Phone # _____

Address _____

License Number: Not applicable

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address _____

License Number: Not Applicable

BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of \$20,000.00.

— SEE ATTACHED —



CRUM & FORSTER

ATZ-0514

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, **A TO Z SITE CONTRACTORS, INC** hereinafter called Principal, and **UNITED STATES FIRE INSURANCE COMPANY**, a corporation established under the laws of the State of Delaware and having its principal office in Morristown, New Jersey, hereinafter called Surety, are held and firmly bound unto **TOWNSHIP OF LAKEWOOD** as Obligee, in the penal sum of **TEN PERCENT (10%) OF AMOUNT BID NOT TO EXCEED TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the **TOWNSHIP OF LAKEWOOD** a certain Bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing to provide **CONSTRUCTION OF VERMONT AVENUE EXTENSION - ROUTE 70 OFF-RAMP TO CHESTNUT STREET - PROJECT OR BID # 1515-T-115**

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

SIGNED, SEALED AND DATED this **14TH** day of **MAY, 2020**

A TO Z SITE CONTRACTORS, INC

BY (Seal)

UNITED STATES FIRE INSURANCE COMPANY

BY

DEBRA J. EZRA, ATTY-IN-FACT



CRUM & FORSTER

CONSENT OF SURETY

We, the undersigned, **UNITED STATES FIRE INSURANCE COMPANY**, corporation organized and existing under the laws of the state of Delaware and authorized to do business in the State of NJ with offices at **Morristown, New Jersey** do hereby consent and agree with **TOWNSHIP OF LAKEWOOD** that if the foregoing proposal of **A TO Z SITE CONTRACTORS, INC** for **CONSTRUCTION OF VERMONT AVENUE EXTENSION - ROUTE 70 OFF-RAMP TO CHESTNUT STREET - PROJECT OR BID # 1515-T-115** be accepted and the contract be timely awarded and executed by **TOWNSHIP OF LAKEWOOD** we will, upon its being awarded and entered into, become surety for the said **A TO Z SITE CONTRACTORS, INC**

In a sum not to exceed **AMOUNT BID** Dollars (\$)) for the faithful performance of said contract.

Signed, sealed and dated this **14TH** of **MAY, 2020**

UNITED STATES FIRE INSURANCE COMPANY

BY: _____

A handwritten signature in cursive script, appearing to read 'Debra J. Ezra', written over a horizontal line.

DEBRA J. EZRA, ATTY-IN-FACT

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06385

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Debra J. Ezra, Robert G. Lull

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Twenty-Five Million Dollars (\$25,000,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 10th day of March, 2016.

UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 10th day of March 2016, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3/25/2024
No. 2163686**

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of May 2020

UNITED STATES FIRE INSURANCE COMPANY



Peter M. Quinn, Senior Vice President

United States Fire Insurance Company

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

United States Fire 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 United States Fire Insurance Company as determined in accordance with the applicable laws of this State, totals \$1,317,641,374 as of the calendar year ended December 31, 2018, which amount has been certified by PricewaterhouseCoopers, LLC 300 Madison Avenue, New York, NY 10017 and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street, PO Box 325, Trenton, New Jersey 08625-0325.
3. United States Fire Insurance Company has received from the U.S. Department of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation therein, effective July 1, 2019, in the amount of \$131,764,000.
4. The amount of the bond to which this statement and certification is attached is **\$ ~~10% of amount~~ bid 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 terms of (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 that reinsurers participation in the contract is as follows:

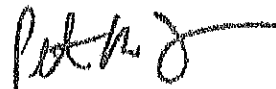
NOT APPLICABLE; and

- b. Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under 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 agency.

CERTIFICATION

I, Peter M. Quinn, as Senior Vice President of United States Fire Insurance Company, an insurance company domiciled in the State of Delaware; DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE

UNITED STATES FIRE INSURANCE COMPANY



By _____
Peter M. Quinn, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

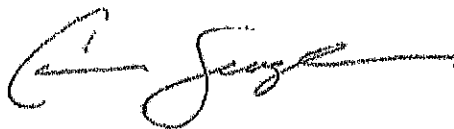
STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2019

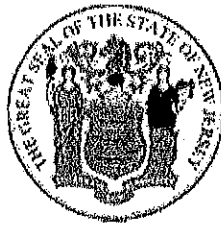
ASSETS	
Bonds (Amortized Value).....	1,378,263,278
Preferred Stocks (Market Value).....	2,500,000
Common Stocks (Market Value).....	1,285,247,627
Mortgage Loans (Market Value).....	4,575,000
Cash, Cash Equivalents, and Short Term Investments.....	669,919,204
Derivatives.....	7,268,292
Other Invested Assets.....	263,067,722
Investment Income Due and Accrued.....	12,069,093
Premiums and Considerations.....	307,501,153
Amounts Recoverable from Reinsurers.....	41,921,190
Funds Held by or Deposited with Reinsured Companies.....	18,044,399
Current Income Taxes Recoverable.....	3,123,199
Net Deferred Tax Asset.....	170,616,521
Electronic Data Processing Equipment.....	2,530,714
Receivables from Parent, Subsidiaries and Affiliates.....	189,801,729
Other Assets.....	88,380,060
TOTAL ASSETS.....	\$ 4,444,829,190

LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,608,110,571
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	99,388,149
Loss Adjustment Expenses.....	382,336,986
Commissions Payable, Contingent Commissions and Other Similar Charges.....	6,430,761
Other Expenses (Excluding Taxes, Licenses and Fees).....	58,812,009
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	24,123,914
Unearned Premiums.....	622,338,241
Advance Premium.....	10,107,620
Ceded Reinsurance Premiums Payable.....	40,131,540
Funds Held by Company under Reinsurance Treaties.....	30,307,801
Amounts Withheld by Company for Account of Others.....	87,984,822
Provision for Reinsurance.....	1,244,113
Payable to Parent, Subsidiaries and Affiliates.....	4,801,800
Other Liabilities.....	62,614,441
TOTAL LIABILITIES.....	\$ 3,038,732,768
Common Capital Stock.....	14,943,000
Gross Paid In and Contributed Surplus.....	1,374,911,940
Unassigned Funds (Surplus).....	16,221,482
Surplus as Regards Policyholders.....	1,406,076,422
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,444,829,190

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2019, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 3rd day of March, 2020.
UNITED STATES FIRE INSURANCE COMPANY



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: April 29, 2020

NAIC Company Code: 21113

THIS IS TO CERTIFY THAT THE **UNITED STATES FIRE INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF May, 2021, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

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



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE



CRUM & FORSTER

A FAIRFAX COMPANY

GENERAL COLLATERAL & INDEMNITY AGREEMENT

We the undersigned, individually and for and on behalf of all other Indemnitors (as hereinafter defined), enter into this General Indemnity Agreement (this "Agreement") in favor of the Company (as hereinafter defined) on this 5th day of November, 2012019.

WHEREAS, at the request of the Indemnitors, Bonds (as hereinafter defined) have heretofore been and/or may hereafter be executed by Company. In connection with the execution, delivery and/or assumption of obligations of such Bonds, Company requires complete indemnification.

WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of Bonds or in Company's refraining from canceling said Bonds.

NOW, THEREFORE, as an inducement to Company and in consideration of Company's execution, procurement, and/or delivery of one or more Bonds, refraining from canceling one or more Bonds, and/or assumption of obligations by Company of one or more Bonds, and for other good and valuable consideration, the Indemnitors jointly and severally hereby covenant and agree with Company as follows:

1. Incorporation of Precatory Clauses. The precatory ("whereas") clauses are incorporated herein and made a part of this Agreement.
2. Definitions. For purposes of this Agreement, the following definitions apply, which definitions shall be equally applicable to both the singular and plural forms of such terms:

The term "Bond" shall mean any and all bonds, undertakings, guarantees, contractual obligations, and writings or statements of prequalification or commitment, including Modifications thereof, which Company has executed or procured, or for which Company has an obligation as a result of an asset purchase, acquisition, merger or like transaction, issued for or on behalf of any one or more of Indemnitors (without regard to whether any such Indemnitors signed this Agreement), their respective present or future direct or indirect parent companies, subsidiaries and affiliates and all of their respective successors and assigns, whether issued in paper form or electronically. For the purpose of this Agreement, "Modifications" shall include but not be limited to renewals, substitutions, riders, endorsements, reinstatements, replacements, increases or decreases in penal sum, continuations, extensions, and new bonds, undertakings or instruments of guarantee with the same or different penalties and/or conditions which may be desired or required in renewal, substitution, continuation, or extension thereof.

The term "Claim" shall mean any claim, notice of default, notice of termination, demand for payment, demand for meeting, action, proceeding, suit, judgment, or any form of notice, claim or demand received by Company in connection with any Bond or Contract.

The term "Company" shall mean Crum & Forster A Fairfax Company, any of its present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, and/or any co-sureties, reinsurers or any other person or entity, including any other surety, underwriting or participating in underwriting any Bond at Company's request.

The term "Contract" shall mean any agreement of, or undertaking by, any Indemnitor, the performance of which is bonded by Company and all Modifications thereof, whether made before or after the date of this Agreement, and all agreements between Indemnitors and Company. This shall also include, without limitation, any contract or obligation, the performance of which is guaranteed or covered either in whole or in part under a Bond.

The term "Default" shall mean the occurrence of any one or more of the following: (i) a declaration of Contract default and/or termination by any Obligor; (ii) any demand by an Obligor, other Bond beneficiary and/or payment bond claimant against a Bond; (iii) actual breach or abandonment of any Contract; (iv) a breach of any provision of this Agreement; (v) failure to make payment of a properly due and owing bill or debt in connection with any Contract and/or this Agreement; (vi) failure to pay for any labor or materials when such payment is due; (vii) failure to procure the full and complete discharge of Company from any Bonds as required by this Agreement or otherwise; (viii) failure to deposit collateral security as required by this Agreement or otherwise; (ix) failure to provide timely financial information; (x) Company's establishment of a reserve; (xi) failure to pay premium; (xii) a dissipation or diversion of assets or Property by an Indemnitor which impairs the performance of any term or condition of this Agreement or any Contract; (xiii) any proceeding which deprives an Indemnitor of the use or interferes with an Indemnitor's use of any supplies, tools, plant, machinery, equipment or materials required for the performance of any Contract; (xiv) any Indemnitor's becoming the subject of any proceeding or agreement of bankruptcy, receivership, insolvency, or creditor assignment, or actually becoming insolvent; (xv) any Indemnitor's dying, becoming legally incompetent, being imprisoned, being convicted of a felony, or disappearing and being unable to be located; (xvi) any representation furnished to Company by or on behalf of any Indemnitor that is materially false or misleading when made, including, without limitation, the Indemnitor's financial information; (xvii) the transfer by an Indemnitor of more than ten percent (10%) of Indemnitor's assets to another without consideration; and/or (xviii) any change in control or existence of any Indemnitor.

The term "Indemnitor" shall mean the undersigned persons or entities, individually and collectively, and all of their existing or prospective heirs, personal representatives, executors, administrators, parent companies, purchasers, successors (through asset acquisition or otherwise), assigns, related entities, co-venturers, joint ventures, affiliates, subsidiaries, divisions, and marital communities along with any entity (whether partially or wholly owned and/or controlled) of whatever description and whenever formed or acquired in which any Indemnitor has ownership or beneficial interest. Indemnitor shall also include any Principal. The term "Indemnitor" shall also include all new Indemnitors added to this Agreement by

rider, and all of their heirs, executors, administrators, successors and assigns, and any entity that obtains Bonds from Company at the request of any of the aforementioned parties, or any combination of the above, without regard to whether any Indemnitors had notice of or were otherwise unaware of any such new Indemnitors.

The term "Loss" shall mean all demands, liabilities, losses, costs, damages and expenses of any kind or nature, including legal fees and expenses, court costs, technical, engineering, accounting, consultant, expert witness and/or other professional fees and expenses, including the cost of in-house professionals, which Company incurs, or to which it may be exposed, in connection with any Bond or this Agreement, including but not limited to all loss and expense incurred by reason of: (i) Company's having executed any Bond or any other instrument or any Modification thereof; (ii) any investigation by Company in connection with any Bond or Contract; (iii) Company's prosecuting or defending any action in connection with any Bond; (iv) Company's obtaining or attempting to obtain the release of any Bond; (v) Company's recovering or attempting to recover Property (as hereinafter defined) in connection with any Bond or this Agreement; (vi) Indemnitors' failure to perform or comply with any promise, covenant, or condition of this Agreement; (vii) Company's enforcing by litigation or otherwise any of the provisions of this Agreement; and (viii) all interest accruing thereon at the maximum legal rate. Loss shall also include any and all amounts sufficient to discharge any Claim made against Company on any Bond and shall further include any premiums due on any Bond issued by Company on behalf of the Principal.

The term "Obligee" shall mean any person or entity in whose favor a Bond has been issued, and that person's or entity's successors and assigns, to the extent permitted by the Bond or at law.

The term "Principal" shall mean any person or entity in whose name a Bond is executed; and shall include any Indemnitor for which Company has issued or shall issue any Bond.

The term "Property" shall mean Indemnitors' rights, title and interest, whether now held or hereafter acquired in, or growing in any manner out of, or in any way related to: (i) Contract or contract, bonded or non-bonded, in which any Indemnitor has an interest; (ii) any and all sums due or which may hereafter become due under any Contract or contract, bonded or non-bonded, in which any Indemnitor has an interest and all damage claims and proceeds related thereto; (iii) all subcontracts and/or purchase orders let or to be let in connection with any and all contracts referred to in any Contract or contract, and in and to all surety bonds supporting such subcontracts and/or purchase orders; (iv) machinery, equipment, plants, tools, supplies, inventory, vehicles, hardware, software, machine tools, and materials which are now, or may hereafter be, about or upon the site or sites of any Contract or contract, bonded or non-bonded, or elsewhere, including materials purchased for or chargeable to any and all Contracts or contracts, materials which may be in process of construction, in storage elsewhere, in transportation anywhere, or in the process of being manufactured; (v) all rights arising under any surety bonds or insurance policies, including but not limited to life insurance policies, builders risk policies, fire policies and casualty policies, including premium refunds; (iv) any and all accounts receivable, letters of credit, documents of title, bills of lading, warehouse receipts, fixtures, office equipment, books records, designs, licenses, patents, copyrights, trade secret, intellectual property, as-builts, construction drawings and documents, and all electronically stored information; (v) any and all real property owned by the Indemnitors, including all fixtures and (vi) any and all claims relating to or arising from any Contract or contract, bonded or non-bonded, in which any Indemnitor has an interest.

3. Joint and Several Liability. The obligations of the Indemnitors hereunder are joint and several. Company is authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and any such settlements shall not bar or prejudice actions by Company against or affect the liability of the other Indemnitors. In the event that more than one party executes this Agreement as an "Indemnitor", and Company sustains any Loss with respect to one or more of the parties identified as "Indemnitor", all parties executing this Agreement as an "Indemnitor" shall be jointly and severally liable to Company for such Loss in accordance with the terms of this Agreement.

4. Premium. The Indemnitors shall pay Company, in such manner as may be agreed upon, the premiums or charges of Company for each Bond or other instrument issued hereunder, and shall, where the premium or charge is annual, continue to pay same, until Company has received written evidence satisfactory to the Company of its final discharge or release from all liability on the Bond and in connection with all matters related thereto. It is understood and agreed that all premium is fully earned upon issuance of any Bond and is not refundable. If for any reason the price or amount of any Contract is increased, or additional work is performed under the Contract for an additional charge, the Indemnitors will pay Company additional premium at the rates then in effect. Any increase in the price of any Contract and any increase in the amount of any Bond, whether or not notice thereof is given to Indemnitors, shall not operate to discharge the obligations of Indemnitors hereunder to Company.

5. Indemnification and Hold Harmless. The Indemnitors hereby jointly and severally covenant, promise and agree to exonerate, defend, indemnify, keep indemnified and hold harmless Company from and against any and all Loss, irrespective of whether Company has made any payment under any of its Bonds or whether the Indemnitors may have assumed, or offered to assume, the defense of Company upon any claim, Company shall be entitled to immediate reimbursement for any and all Loss incurred by it in good faith and under the belief that it was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such payments, whether or not such liability, necessity or expediency existed. An itemized, sworn statement of Loss by an employee of Company, or other evidence of payment, shall be *prima facie* evidence of the propriety, amount and existence of Indemnitors' liability to Company, and of the Company's good faith in making the payment(s). "Good Faith," as used in this paragraph and elsewhere in this Agreement, shall mean honesty in fact and the absence of willful misfeasance or malfeasance. Neither negligence nor gross negligence shall be deemed the absence of good faith. Indemnitors shall pay to Company interest on all disbursements made by Company at the maximum rate permitted by law, calculated from the date of each such disbursement.

6. Settlement of Claims. Company shall have the right to adjust, settle or compromise any Claim unless the Indemnitors: (i) request, in writing, Company to litigate, defend, or appeal such Claim; (ii) demonstrate to the Company's satisfaction that there is a valid basis to dispute such Claim; and (iii) deposit with Company, at the time of such request, cash or collateral satisfactory to Company in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of Company, and to the extent that such litigation, defense, or appeal is not otherwise prohibited by law. Company's decision to adjust, settle or compromise any Claim shall be final and binding upon the Indemnitors. Company shall at all times have the right, but not the obligation, to retain the counsel and experts of its choice to defend itself from any Claim or to prosecute an action to preserve Company's rights with respect to collateral security, Contract funds, trust funds, liens on any bonded project or this Agreement, and the cost of retaining such counsel and experts shall fall within the Indemnitors' obligation to indemnify, exonerate and hold Company harmless.

7. Discharge and Collateral Security. The Indemnitors agree that any and all bonds issued by the Company shall be secured by collateral. In lieu of requiring collateral upon the issuance of any Bonds, however, the Indemnitors agree to post collateral upon demand by Company. The Indemnitors hereby stipulate to the material nature of the Company's prejudgment remedies. Accordingly, the Indemnitors will, upon written request of Company, promptly procure the full and complete discharge of Company from any and all Bonds specified in such request and all potential liability by reason of such Bonds. If such full and complete discharge is unattainable, the Indemnitors shall, if requested by Company, within five (5) business days, deposit with Company a sum of money, as collateral security, in an amount Company, in its sole and absolute discretion, deems necessary at the time of said demand to protect Company from actual or anticipated Loss. Demand may be made as soon as: (i) the assertion of any Claim against Company; or (ii) Company determines that liability exists under any Bond; or (iii) Company has a reasonable basis to believe that it may incur or sustain liability or Loss; or (iv) any diversion of funds relating to any Contract by any Indemnitor in violation of this Agreement or applicable law; or (v) Company deems itself insecure, whether or not Company has made any payment or established any reserve and whether or not it has received notice of, accepted or denied any Claim in whole or in part. Company shall be entitled to apply any collateral security held by it under this Agreement or any collateral security agreement between it and any of the Indemnitors to the satisfaction of or in reimbursement of Company as a result of its satisfaction of any Claim and to the direct payment of or reimbursement to itself of any Loss. Company shall have no duty to invest, or provide interest on, any collateral security deposited by the Indemnitors. The Indemnitors acknowledge and agree that their failure to immediately deposit with Company any sums demanded under this section shall cause irreparable harm to Company for which it has no adequate remedy at law. Indemnitors agree and shall stipulate in any legal proceeding that Company is entitled to injunctive relief for specific performance of said collateral deposit obligation and do hereby expressly waive and relinquish any claims or defenses to the contrary. Indemnitors further agree that any order enforcing this provision of this Agreement shall operate as a judgment, lien and encumbrance on any Property owned by the Indemnitors.

8. Remedies Upon Default. Effective as of the date of this Agreement or the date of any Bond, whichever is earlier, Indemnitors irrevocably assign, convey and transfer to Company all of their rights, title and interests in, or growing in any manner out of the Property, and, in the event of Default, Company shall have the right, in its sole discretion, to take any or all of the following actions: (i) take possession of the work under any Contract and to complete said Contract, or cause, or consent to, the completion thereof; (ii) immediately take possession of Indemnitors' Property and utilize the Property for the completion of the work under any Contract without liability for any payment or losses arising from such use; (iii) assert or prosecute any right or claim in the name of any Indemnitor and to settle any such right or claim as Company sees fit; (iv) execute in the name of any Indemnitor, any instruments deemed necessary or desirable by Company to: (a) provide Company with title to the Property, (b) take immediate possession of the Property, including but not limited to Contract funds whether earned or unearned, (c) collect such sums as may be due Indemnitors and to endorse in the name of Indemnitors, and (d) collect on any negotiable instruments; (v) require any Obligor to withhold payment of Contract funds unless and until Company consents to its release; (vi) be subrogated to all the rights, remedies, properties, funds, securities and receivables relating to Indemnitors' Contracts or contracts, and have the right to offset Loss on any Contract or Bond against proceeds, funds or payments, monies and properties that are due or may become due on any Contract or contract; and/or (vii) commence a legal proceeding to enforce any or all of the provisions of this Agreement. Further, in the event of Default, and upon demand, Indemnitors shall direct that all payments, monies, and properties that are due or may become due on any Contract be made payable to, and/or sent directly to, Company or Company's designated agent, and shall issue whatever writing or notices as deemed necessary by Company to effectuate the default and/or termination of any Contract.

9. Trust Fund. The Indemnitors hereby agree that all monies received, due or to become due under any Contract, whether or not in the possession of any Indemnitor, are trust funds for the benefit and payment of all obligations for which Company may be liable under any Bond, which trust funds also inure to the benefit of Company for liability or loss it may have or may sustain under any said Bond. The Indemnitors further agree to use such trust funds for the purpose of performing the Contract(s) and discharging obligations for which Company may be liable under any Bond and for no other purpose until the Bond is completely exonerated. If Company discharges any such obligation, it shall be entitled to assert the claim of such person to the trust funds.

10. Escrow Account. Upon demand by Company, the Indemnitors shall implement the trust or trusts hereby created in this Agreement by the creation of an account or accounts with a bank or similar depository designated by Company, in its sole and absolute discretion, entering into a funds control escrow agreement or agreements in a form to be designated by Company, in its sole and absolute discretion, and such account shall be controlled by an escrow agent to be designated by Company, in its sole and absolute discretion. The account or accounts shall be designated as a trust account or accounts for the deposit of trust funds, and Indemnitors shall deposit there all monies received for or on account of any Contract(s) and shall further, upon demand by Company, direct any Obligor(s) on any Contract(s) to direct all monies due or to become due under any Contract(s) to the designated trust account or accounts in writing in a form designated by Company. Disbursements from such account(s) shall require the express consent of Company, and shall be at the sole and absolute discretion of Company.

11. Security Interest. As security for the performance of all of the provisions of this Agreement, Indemnitors hereby assign, transfer, pledge, convey and grant to Company a security interest in the following properties, assets and rights of Indemnitors, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all goods (including inventory, machinery, equipment, tools, materials, supplies and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper, deposit accounts, letter-of-credit rights, securities and all other investment property, supporting obligations, any Contract or contract rights, whether bonded or non-bonded, or rights to the payment of money, insurance claims and proceeds, and all general intangibles. This Agreement shall for all purposes constitute a Security Agreement for the benefit of Company in accordance with the Uniform Commercial Code ("UCC") and all similar statutes. Indemnitors hereby irrevocably authorize Company, without notice to any Indemnitor, to perfect the security interest granted herein, by filing this Agreement or a copy or other reproduction of this Agreement. Company may add schedules or other documents to this Agreement as necessary to perfect its rights. The failure to file or record this Agreement or any financing statement shall not release or excuse any of the obligations of Indemnitors under this Agreement. The Company's exercise of any of its rights as a secured creditor under this Agreement shall not be a waiver of any of Company's legal or equitable rights or remedies, including Company's right of subrogation.

12. Power of Attorney. The Indemnitors hereby irrevocably nominate, constitute, appoint and designate Company or its designee as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Indemnitors assigned, transferred and conveyed to Company in this Agreement, and in the name of any Indemnitor, to make, execute or endorse and deliver any and all additional or other assignments, releases, agreements, documents or papers deemed necessary and proper by Company in order to give full effect not only of the intent and meaning of the within assignments, but also to the full protection intended to be given herein to Company under all other provisions of this Agreement, the Bond(s) or otherwise. This power of attorney is irrevocable and is coupled with an interest and shall survive the subsequent disability or legal incapacity of any or all of the Indemnitors. The Indemnitors hereby ratify and affirm all acts and actions taken and done by

Company as such attorney-in-fact. The Indemnitors waive any and all claims they had, now have or may ever in the future have against Company as a result of its having taken any action or done anything as such attorney-in-fact or otherwise under this Agreement. The Company shall have the right as such attorney-in-fact to assert, pursue, prosecute, compromise or settle, in whole or in part, and at the Indemnitors' expense, all of the Property, rights, actions, causes of action, claims, and demands assigned by the Indemnitors to the Company.

13. Financing. Company is authorized and empowered to guarantee loans, to advance or lend to any Principal and/or Indemnitor any money, which Company may see fit, for the purpose of any Contracts referred to in, or guaranteed by any Bonds; and the Indemnitors agree that all money expended in the completion of any such Contract(s) by Company, or lent or advanced from time to time to any Principal and/or Indemnitor, or guaranteed by Company for the purposes of any such Contract(s), and all costs, and expenses incurred by Company in relation thereto, unless repaid with legal interest by the Principal and/or Indemnitor to Company when due, shall be presumed to be a Loss for which the Indemnitors shall be responsible, notwithstanding that said money or any part thereof should not be so used by the Principal and/or Indemnitors. Nothing herein shall be construed to impose upon Company any obligation to use either its own funds, or collateral provided by anyone to fund any Principal and/or Indemnitor to complete any Contract(s) or to loan it any money or credit. Such determination shall be at the sole discretion of Company.

14. Books and Records. Indemnitors shall have a continuing obligation to provide current financial information to Company until such time as all obligations of the Indemnitors hereunder have been discharged. Company, at any time, shall have continuous and uninterrupted access to the books, records, accounts and non-consumer and consumer credit reports of the Indemnitors and to all matters and information concerning any Bond(s) or instrument(s) executed by Company and the financial condition, credit worthiness and assets of any Indemnitor until the liability of Company under each and every Bond or other instrument executed by it and each and every obligation of the Indemnitors under this Agreement is terminated and discharged to the satisfaction of Company. Banks, depositories, consumer credit reporting agencies, materialmen, supply houses, Obligees, and all other persons and organizations are hereby authorized to furnish Company, at its request, any information (including copies thereof) requested including, but not limited to, consumer credit reports of any individual Indemnitor, the status of work under contracts being performed by an Indemnitor, the condition of the performance of such contracts and payments of such accounts. Regarding consumer credit reports, each Indemnitor agrees that a photocopy of this Agreement shall constitute a written request of the Indemnitor which the Company may present to a Consumer Credit Reporting Agency as proof of Company's authority to obtain a Consumer Report as defined under the Fair Credit Reporting Act.

15. Decline Execution. Unless otherwise specifically agreed in writing, Company may decline to execute any bond for which request is made without incurring any liability to and without affecting the obligations of the Indemnitors with respect to any other Bond issued hereunder and Indemnitors agree to make no claim to the contrary in consideration of Company's receiving this Agreement. Notwithstanding that Company may have executed a bid or proposal Bond in connection with any proposed contract, Company shall have the right to decline to execute any performance, payment or other bond that may have been required in connection with the award of such contract without incurring any liability to the Indemnitors and without diminishing, altering, and/or affecting in any way the obligations of the Indemnitors with respect to any bid or proposal Bond.

16. Waiver of Notice. Indemnitors waive notice of: (i) the execution of any Bond or any Modification thereof; (ii) any Default or any other event that may give rise to or increase liability under any Bond or under this Agreement; (iii) any settlement or compromise between Company and another Indemnitor; (iv) the making of a Claim against Company; (v) Company's loaning of funds to any Principal; (vi) any disposition or compromise of collateral; and (vii) any payment or settlement of a Claim. Company is authorized and empowered, without notice to or knowledge of the Indemnitors, notice being hereby expressly waived, to issue any Bonds on behalf of Principal or Modifications thereof, to assent, or to refuse to assent, to any change whatsoever in the Bonds, and/or any Contracts, and/or in the general conditions, plans and/or specifications accompanying said Contracts, including, but not limited to, any change in the time for the completion of said Contracts and to payments or advances thereunder before the same may be due, and to assent, or to refuse to assent, to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of the Bonds or Contracts and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent or the refusal to assent by Company does or might substantially increase the liability of the Indemnitors.

17. Notice to Company. The Indemnitors shall immediately notify Company, in writing, of any: (i) facts which might give rise to any Claim; (ii) Claim growing out of or relating to any Bond or other instrument executed by Company on behalf of any of the Indemnitors; (iii) notice or knowledge Indemnitors receive that the liability insurance of an Indemnitor named as a principal in a Bond has been or will be canceled, terminated or non-renewed for any reason or that such coverage will be reduced; (iv) material change in the financial condition of any Indemnitor; (v) filing by an Indemnitor of an assignment for the benefit of any creditors; (vi) filing of a petition in bankruptcy under the federal bankruptcy act either by or against any Indemnitor; or (vii) levy by the Internal Revenue Service or other creditor on trust funds, whether such funds are held by an Obligor or an Indemnitor.

18. Lawsuits. The Indemnitors submit to the jurisdiction of the state and federal courts situated in New York, waiving any defenses of lack of personal jurisdiction and waiving venue arguments, including forum non conveniens, in any action brought by Company in the State of New York. Company reserves the right to bring an action in any state where an Indemnitor has substantial contacts or where a project covered by a Bond subject to this Agreement is located or where a claimant brings suit against Company on a Bond covered by this Agreement and Indemnitors agree to submit to the jurisdiction of the courts in such state. In any action by Company against the Indemnitors, or any of them, each agrees that service of process may be made on any one of them and will be effective as to all of the Indemnitors. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. Separate suits or proceedings may be brought by Company on this Agreement as causes of action accrue. Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising.

19. Termination. Any Indemnitor, other than an Indemnitor designated as a principal on a Bond, shall have the right at any time to request cancellation of this Agreement as to such Indemnitor by delivering written notice to Company by certified or registered mail. Such cancellation shall not become effective until the earlier of thirty (30) days after Company's actual receipt of such notice or the date of written acceptance thereof by Company. Such cancellation shall not relieve such Indemnitor from liability for any Bond or other instrument executed by Company

prior to the date of such cancellation and any Modifications thereof, nor shall it affect any obligations or liability of any Indemnitors who do not request cancellation.

20. Invalidity, Severability. If any provision of this Agreement is deemed void or unenforceable under any law governing its construction or enforcement, this Agreement shall not be voided or terminated thereby, but shall be enforced with the same effect as though such provision were omitted. If any Indemnitor fails to execute or improperly executes this Agreement or if any Indemnitor shall fail to be bound hereby for any reason, the remaining Indemnitors shall nevertheless be bound hereunder. This Agreement may be executed in counterparts, and facsimile signatures shall be acceptable as originals.

21. Company's Rights. Company's rights under this Agreement are cumulative with, and in addition to, all other rights of the Company, however derived. Company shall have every right, remedy or defense of a personal surety without compensation. Company's exercise of or failure to exercise, any right or remedy at any time shall not be an election of remedy or a waiver of any other right or remedy. Failure of Company to pursue any remedy against any one or more Indemnitors shall not release or waive any right against any other Indemnitor(s). Company is not required to exhaust its remedies or rights against any Principal before asserting its rights under this Agreement against the Indemnitors.

22. Waiver and Subordination. The Indemnitors waive and subordinate all rights of indemnity, subrogation and contribution each may have against the other until all of their obligations to Company under this Agreement, at law or in equity, have been satisfied in full.

23. Homestead. Each of the Indemnitors does hereby waive all right to claim any Property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state, province or government as against the rights of Company to proceed against the same for indemnity hereunder.

24. Resolutions. The Indemnitors have a substantial, material and beneficial interest in: (i) the obtaining of Bonds by any of the Indemnitors; and (ii) the transaction(s) for which any Indemnitor has applied or will apply to Company for Bonds pursuant to this Agreement. Indemnitors have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein.

25. Changes to this Agreement. This Agreement may only be modified by a written rider signed by an officer of Company.

26. Subsequent Execution. The Indemnitors waive any defense that this instrument was executed subsequent to the date of any Bond, admitting and covenanting that such Bond was executed pursuant to the request of the Indemnitors, and in reliance upon the Indemnitors' promise to execute this document.

27. Uniform Electronic Transactions Act. The Indemnitors agree that this Agreement and any and all Bonds issued by Company will be subject to the terms of the Uniform Electronic Transactions Act ("UETA"), to the extent that the UETA has been adopted by the State legislature in the relevant jurisdiction, and any and all substantially similar federal or state legislation designated to regulate electronic commerce.

28. Jury Waiver. **THE INDEMNITORS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**

29. Representations. **THE UNDERSIGNED REPRESENT TO COMPANY THAT THEY HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND THAT THERE ARE NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN. THE UNDERSIGNED FURTHER WARRANT AND REPRESENT TO THE SURETY THAT ALL NECESSARY ACTION HAS BEEN TAKEN BY THEM TO AUTHROIZE THE EXECUTION AND DELIVERY OF THIS AGREEMENT.**

IN WITNESS WHEREOF, the undersigned, individually and for and on behalf of all other Indemnitors (as hereinafter defined) for the purpose of indemnifying Company (as hereinafter defined) and any other entity who may act as surety, in connection with any Bond(s) set our hands and seals the day and year first above written.

(ALL SIGNATURES MUST BE ACKNOWLEDGED BELOW)

WITNESSED: By: <u>Renee Ulgar</u> Name: <u>Renee Ulgar</u>	Principal/Corporate Indemnitor: <u>A to Z Site Contractors, Inc.</u> By: <u>[Signature]</u> Name: <u>Irving Perlstein</u> Title: <u>President</u> Address: <u>50 Houston Ave., Suite 1, Jackson, NJ 08527</u> State of incorporation: <u>NJ</u> Federal Taxpayer ID: <u>[REDACTED]</u>
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(ALL SIGNATURES MUST BE ACKNOWLEDGED BELOW)

WITNESSED: By: <u>Renee Ugar</u> Name: <u>Renee Ugar</u>	Individual Indemnitor: <u>Ivying Perlstein</u>
	By: <u>Ivying Perlstein</u>
	Name: <u>Ivying Perlstein</u>
	Social Security No.: <u>[REDACTED]</u>
Address: <u>[REDACTED]</u>	

WITNESSED: By: <u>Renee Ugar</u> Name: <u>Renee Ugar</u>	Individual Indemnitor: <u>Esther Perlstein</u>
	By: <u>Esther Perlstein</u>
	Name: <u>Esther Perlstein</u>
	Social Security No.: <u>[REDACTED]</u>
Address: <u>[REDACTED]</u>	

CORPORATE ACKNOWLEDGEMENT

State of NJ
County of Ocean

On this 13 day of May, 20 20, before me personally appeared
Irving Perlstein, who being by me duly sworn did depose and say that s/he is
President of the A to Z Site Contractors, Inc., the corporation executing the foregoing instrument, that
s/he executed the foregoing instrument on behalf of the corporation with full authority to do so from the Board of Directors of the corporation, that
s/he freely and voluntarily executed the foregoing instrument on behalf of the corporation for the uses and purposes set forth therein.

Renee Ungar

Notary Public,

Residing at:

My commission expires:

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 60102204

INDIVIDUAL ACKNOWLEDGEMENT

State of NJ
County of Ocean

On this 13 day of May, 20 20, before me personally appeared
Irving Perlstein, who being by me duly sworn did depose and say that s/he is individual named
in the foregoing instrument and that s/he executed the foregoing instrument as a voluntary act under his/her own free will for the uses and purposes set
forth herein.

Renee Ungar

Notary Public,
Residing at:
My commission expires:

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 60102204

INDIVIDUAL ACKNOWLEDGEMENT

State of NJ
County of Ocean

On this 13 day of May, 20 20, before me personally appeared
Esther Perlstein, who being by me duly sworn did depose and say that s/he is individual named
in the foregoing instrument and that s/he executed the foregoing instrument as a voluntary act under his/her own free will for the uses and purposes set
forth herein.

Renee Ungar

Notary Public,
Residing at:
My commission expires:

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 60102204

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be an irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waiveable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of \$_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

SAMPLE

_____, Insurance Company,

(Name)

(Address)

existing under the laws of the State of New Jersey and licensed to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____

for: (Project) _____

is awarded to (Bidder) _____

the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20____.

(Name) INSURANCE COMPANY

By _____
(Name)

Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same.)

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

N.J.S.A. 34:11-56.48 requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and includes any subcontractor or lower tier subcontractor of a contractor as defined herein."

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour Compliance in accordance with N.J.S.A. 34:11-56.48.

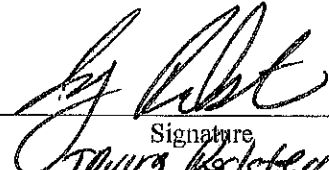
<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder <u>A to Z Site Contractors, Inc</u>	<u> </u>	<u>685702</u>
(Subcontractor) <u>Moderno</u>	<u> </u>	<u>SEE ATTACHED</u>
(Subcontractor) <u>Flats and Curbs</u>	<u> </u>	<u>SEE ATTACHED</u>
(Subcontractor) <u>Cutter Drill</u>	<u> </u>	<u>SEE ATTACHED</u>
(Subcontractor) <u>ZONE STRIPING.</u>	<u> </u>	<u>SEE ATTACHED</u>

Subscribed and sworn
before me this 13 day
of May 2020.

Renée Ugar

Notary Public of _____

My Commission Expires _____, 20____.
(Seal)


Signature
Irving Kestem, President
Name and Title
(Type or Print)

RENEE UGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 50102204

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

N.J.S.A. 52:32-44 requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

"Contractor" means a business organization that seeks to enter, or has entered into, a contract with a contracting agency;

"Contract" means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey; and where:

(1) The value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency's bid threshold; or

(2) When the aggregate amount of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44.

The contractor shall provide the contracting agency with the business registration certificate of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

	<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder	<u>ATO Z SITE CONTRACTORS, INC.</u>	<u> </u>	<u>0952466</u>
(Subcontractor)	<u>FLATS & CURBS</u>	<u> </u>	<u>0712541</u>
(Subcontractor)	<u>ZONE STRIPING, INC.</u>	<u> </u>	<u>0069599</u>
(Subcontractor)	<u>CUTLER DRILL</u>	<u> </u>	<u>1079781</u>
(Subcontractor)	<u>L&L PAVING, INC.</u>	<u> </u>	<u>0097804</u>

Subscribed and sworn
before me this 13 day
of May 20 20.

Renée Ungar

Notary Public of _____

My Commission Expires _____, 20____.
(Seal)

[Signature]
Signature
Ray Rablen, president
Name and Title
(Type or Print)

Certificate Number
685722



Registration Date: 12/10
Expiration Date: 11/30/22

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):
Irving Perlestein, Owner

A to Z Site Contractors Inc
2017

AR. Fichtner

Aaron R. Fichtner, Ph.D., 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: A TO Z SITE CONTRACTORS INC

Trade Name:

Address: 50 HOUSTEN AVE SUITE 1
JACKSON, NJ 08527

Certificate Number: 0952466

Effective Date: November 20, 2002

Date of Issuance: May 13, 2020

For Office Use Only:

20200513134638743



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PLATS & CURE, INC.

Trade Name:

Address: P.O. BOX 1571
UNION, NJ 07083

Certificate Number: 0712541

Effective Date: June 05, 1998

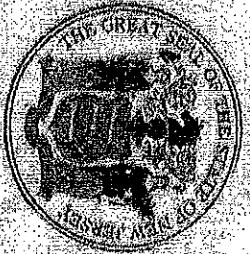
Date of Issuance: March 15, 2011

For Office Use Only:

20110315141953761

Certificate Number:
024647

Registration Date: 09/23/2018
Expiration Date: 09/22/2020



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. 34-11-56-58, 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 for

Francisco Reyes, Inc.
2018

Responsible Representative(s):
Francisco Reyes, President

Responsible Representative(s):
Francisco Reyes, Vice-President

A handwritten signature in black ink, appearing to read "Robert Asala Angeli".

Robert Asala Angeli, 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.

03/15/06

Taxpayer Identification# 222-332-677/000

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:
ZONE STRIPING INC.

TRADE NAME:

ADDRESS:
601 NEW JERSEY AVE
GLASSBORO NJ 08028
EFFECTIVE DATE:

SEQUENCE NUMBER:

0069599

ISSUANCE DATE:

03/15/06

01/05/01

FORM-BRC(08-01)

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

Certificate Number
50274

Registration Date:
Expiration Date:

05/16/2019
05/15/2020



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. 34:11-56.43, 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 for:

2018

Responsible Representative(s):
Paul R. Mitchell, Jr., President

Robert 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
HANTON, NEW JERSEY

TAXPAYER NAME
CUTTER DRILL & MACHINE INC.

TRADE NAME

TAXPAYER IDENTIFICATION

SEQUENCE NUMBER

1076781

ADDRESS
175 HANTON GREENWICH RD N70
HANTON NJ 07921

ISSUANCE DATE

04/11/04

EFFECTIVE DATE

07/20/04

FORM-BRC(03-01)

J.P. S. Kelly

Certificate Number
636374

Registration Date: 03/24/2020 -
Expiration Date: 03/23/2022



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):
Michael C. Tellier, President

Responsible Representative(s):
Darren Ryan, Vice-President

Cutter Drill Machine C.
2020

A handwritten signature in black ink, appearing to read "Rob Asaro-Angelo".

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

NON TRANSFERABLE

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

Certificate Number
RSC0884

Registration Date: 08/24/2019
Expiration Date: 08/23/2021



State of New Jersey

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

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56-48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work for:

MODERNO CONSTRUCTION INC

Responsible Representative(s):

Jorge Modetino, President

Responsible Representative(s):

Eduardo Modetino, Vice-President

A handwritten signature in dark ink, appearing to read "Robert 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

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES

SHEILA OLIVER
Lt. Governor

P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-384-6679

ELIZABETH MAHER MUOIO
State Treasurer

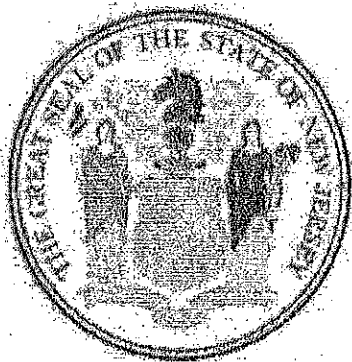
APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges MODERNO CONSTRUCTION, INC. as a Category 5 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 3/26/2020
Certification Number: A0105-64

Expiration: 3/26/2023



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
AIR QUALITY, ENERGY AND SUSTAINABILITY
Division of Air Quality
Bureau of Stationary Sources
401 E. State Street, 2nd floor, P.O. Box 420, Mall Code 401-02
Trenton, NJ 08625-0420

BOB MARTIN
Commissioner

Air Pollution Control Preconstruction Permit and Certificate to Operate General Permit

Permit Activity ID Number: GEN160001

Program Interest No: 79459

Mailing Address	Plant Location
EDUARDO MODERNO VP MODERNO CONSTRUCTION INC 2320 MATSO DR TOMS RIVER, NJ 08733	MODERNO CONSTRUCTION INC 380 Edison Ave. Jackson Twp. Ocean County

Approval Date: 12/17/2016

Expiration Date: 12/11/2021

The Department of Environmental Protection (Department) has received your General Permit registration for the equipment described below:

E-NJID	Facility Designation	Equipment Description
E1	JACKSON	140 HP Portable Engine

This General Permit is approved and issued under the authority of Chapter 106, P.L. 1967 (N.J.S.A. 26:2C-9.2). You may construct and operate the above referenced equipment, or equipment and control devices, only in accordance with all provisions of this General Permit.

Approved by:

Robert Kettig
Bureau of Stationary Sources

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

MODERNO CONSTRUCTION INC.

2 Business name/disregarded entity name, if different from above

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) ▶

Notes: 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 9):

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.

2520 MATSO DRIVE

6 City, state, and ZIP code

TOMS RIVER, NEW JERSEY 08753

7 List account number(s) here (optional)

Requester's name and address (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.

Notes: 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

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

[Signature]

Date ▶ **1-15-20**

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.

Taxpayer Identification# 830-412-315/000

01/11/05

Dear Business Representative:

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

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

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

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

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

I wish you continued success in your business endeavors.

Sincerely,

John E. Tully
John E. Tully, CPA
Director

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE P.O. BOX 268 TRENTON, N.J. 08646-0268
TAXPAYER NAME: MODERNO CONSTRUCTION, INC.	TRADE NAME:	
ADDRESS: 2520 MATSO DRIVE TOMIS RIVER NJ 08753	SEQUENCE NUMBER: 1118158	
EFFECTIVE DATE: 11/19/04	ISSUANCE DATE: 01/11/05	
FORM-BRC(08-01)		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

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

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

MODERNO CONSTRUCTION, INC
Jorge Moderno
2520 Matso Drive
Toms River NJ 08753

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

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
MODERNO CONSTRUCTION, INC
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
VALID
02/12/2020 TO 03/31/2021

SIGNATURE
13VH02627400
Home Improvement Contractor

02/12/2020 TO 03/31/2021
VALID

13VH02627400
LICENSE/REGISTRATION/CERTIFICATION

Signature of Licensee/Registration/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Home Improvement Contractors
P.O. Box 45015
RAVENS, NJ 07101

PLEASE DETACH HERE

MODERNO CONSTRUCTION, INC

EXPIRATION DATE 2021

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH-02627400. 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.

Home Improvement Contractors
P.O. Box 48016
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

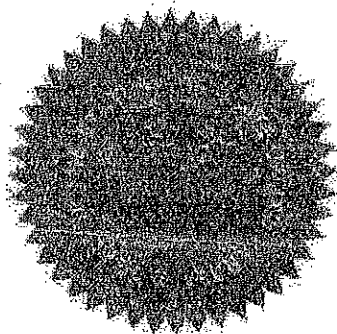
If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

STATE OF NEW JERSEY
DEPARTMENT OF TREASURY
FILING CERTIFICATION (CERTIFIED COPY)

MODERNO CONSTRUCTION, INC.
0100926287

I, the Treasurer of the State of New Jersey,
do hereby certify, that the above named business
did file and record in this department a
Certificate of Incorporation on November 19th, 2004
and that the attached is a true copy of this
document as the same is taken from and compared
with the original(s) filed in this office and now
remaining on file and of record.

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
22nd day of November, 2004



John E. McCormac

John E. McCormac, CPA
State Treasurer

Certification 53000

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INTERNAL

This is to certify that the information listed below has been reviewed and found to be true and correct by the undersigned. This information was obtained from the State Personnel System and is subject to the provisions of the State Personnel System. This approval and certificate is valid for the period of 12 months from the date of this report.

MORRIS CONSTRUCTION, INC.
2525 WILSON DRIVE
TOMES RIVER

APPROVED AND CERTIFIED
STATE PERSONNEL

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders," provide the following information:

Date of Organization of Company December 2001

Name and address of officers: _____

President Irving Perlstein, _____

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? 20

2. How many years experience in this type of construction work has your organization had? 20

3. What are the latest projects (within the last five years) your organization has completed?
(Attach additional pages if necessary)

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A.	\$1,000,000	<u>IP. - Dec 2019</u>	<u>Lanes Mills</u>
B.	\$1,820,718	<u>Feb. 2020</u>	<u>Cedarbridge Medical</u>
C.	\$1,234,736	<u>Sep 2019</u>	<u>Preserve - James St</u>
D.	\$1,450,840	<u>June 2019</u>	<u>The Avenue Shopper</u>
E.	\$2,033,395	<u>April 2020</u>	<u>Chateau Commercial + Residential</u>

Names, Addresses and Telephone Numbers of Reference for items listed above:

	<u>Name and Address</u>	<u>Telephone No.</u>
A.	<u>Platinum Developers</u>	<u>732-364-1900</u>
B.	<u>Ray Builders</u>	<u>732-961-7802</u>
C.	<u>Platinum Developers</u>	<u>732-364-1900</u>

	<u>Name and Address</u>	<u>Telephone No.</u>
D.	<u>Ray Builders</u>	<u>730-961-9802</u>
E.	<u>Miz Construction</u>	<u>730-942-1321</u>

4. Have you ever failed to complete any work awarded to you (within the last ten years)? NO
If so, where and why? _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (within the last ten years)? NO

If so, state the name of individual, position and the name of the other organization

Did this other contracting organization ever fail to complete any work awarded it (within the last ten years)?

If so, where and why? NO _____

6. Give list of uncompleted contracts at present held by you:

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
<u>See attached WIP report</u>		\$ _____
_____		\$ _____
_____		\$ _____

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____		\$ _____
_____		\$ _____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

\$10,000,000.00

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary).

See attached equipment list

A To Z Site Contractors
Work in Progress Report
2/20/2020

Column1	Column2	Column3	Column5	Column6	Column7	Column8
Job Number	Job Name	Estimate amount	Change Orders	Total Estimate	Total Billed to Date	Balance to Completion
18-0025	Probuild	\$2,080,350.51	\$239,214.00	\$2,319,564.51	\$2,081,492.15	\$238,072.36
19-0012	Prospect Heights	\$1,172,448.15	\$50.00	\$1,172,498.15	\$86,446.50	\$1,377,215.65
18-002	185 Miller	\$440,876.90	\$96,262.50	\$537,139.40	\$507,189.40	\$29,950.00
18-012	Williams St	\$442,672.72	\$23,816.00	\$466,488.72	\$243,460.50	\$223,028.22
18-012	Greshow	\$2,681,309.49	\$385,716.54	\$3,067,026.03	\$2,796,693.25	\$270,332.78
19-008	Emery	\$279,642.00	\$5,000.00	\$284,642.00	\$178,153.00	\$443,494.00
18-048	Nepune/Wayside	\$782,262.98	\$344,702.81	\$1,126,965.79	\$856,976.71	\$269,989.08
18-024	Pamelane	\$416,374.90	\$23,967.50	\$440,342.40	\$478,282.40	\$62,000.00
	Chase bank/Ave of the States	\$46,737.50	\$6,953.00	\$53,690.50	\$53,690.50	\$0.00
18-009	Chateau	\$2,083,395.28	\$249,924.20	\$2,333,319.48	\$1,856,897.04	\$476,422.44
18-046	Peekaboo	\$924,534.00	\$6,350.00	\$930,884.00	\$797,474.00	\$133,410.00
18-028N	1275 Tracy Ave	\$339,882.50	\$11,509.00	\$351,391.50	\$307,353.75	\$44,037.75
18-029N	E 7th St	\$122,705.00	\$56,000.00	\$178,705.00	\$180,094.00	\$-1,389.00
18-034N	Probuild	\$474,581.40	\$100,935.00	\$575,516.40	\$488,492.45	\$87,023.95
18-035N	YYH	\$93,200.00	\$1,500.00	\$94,700.00	\$90,725.00	\$3,975.00
18-040N	Eddycorb	\$382,774.73	\$40,499.50	\$423,274.23	\$218,785.00	\$211,487.23
18-044N	E 8th St	\$19,700.00	\$630.00	\$20,330.00	\$20,865.00	\$-535.00
18-005	Manetta Place	\$98,325.00	\$89,48.00	\$106,672.00	\$115,743.00	\$-9,071.00
N19-006	Lapsley Lane	\$32,650.00	\$3,000.00	\$35,650.00	\$27,360.00	\$8,290.00
19-009	Wawa & Panera Buick	\$1,329,774.00	\$-307.04	\$1,329,466.96	\$312,574.75	\$1,066,892.04
18-006	Blue River	\$1,329,262.25	\$98,777.75	\$1,428,040.00	\$1,305,736.51	\$122,303.49
18-016	Lanes Miles	\$1,000,000.00	\$79,737.50	\$1,079,737.50	\$1,013,828.73	\$65,908.77
19-001	Ave of the States		\$0.00	\$0.00		\$0.00
	Office building	\$1,018,297.67	\$29,366.77	\$1,047,664.44	\$574,072.88	\$473,591.56
	Retail 2	\$250,090.41	\$8,216.67	\$258,307.08	\$178,625.57	\$79,681.51
	Retail lot	\$991,965.42	\$90,508.13	\$1,082,473.55	\$727,465.14	\$355,008.41
19-002	Albert Run	\$3,350,813.20	\$25,360.00	\$3,376,173.20	\$1,928,592.39	\$1,447,580.81
19-004	Sims Ave	\$209,637.50	\$22,565.00	\$232,202.50	\$161,817.79	\$70,889.71
19-015	Finchley Commons	\$971,219.00	\$0.00	\$971,219.00	\$41,395.00	\$929,824.00
18-045	CMC	\$820,448.70	\$57,393.00	\$877,841.70	\$798,436.07	\$89,405.63
19-010	Four Seasons at Millville	\$966,701.33	\$0.00	\$966,701.33	\$375,000.00	\$591,701.33
18-041	Glassworks Aberdeen	\$2,669,183.50	\$219,717.26	\$2,888,900.76	\$1,216,587.26	\$1,672,313.50



50 HOUSTON AVE. SUITE 1, JACKSON NJ 08527

P:732-886-8000 F:732-886-0045

CONTRACTOR'S LICENSE:13VH01200600 EIN:80-0020950

Dump Trucks:

1996 Mack RD6
1997 Mack TRK
2000 Mack
2000 Mack
1992 Whgm
1995 GMC
2002 Peterbilt
2002 western star

Tractors

1989 Peterbilt
2006 Western star

Mason dumps:

2004 Chevy Truck
1999 GMC

Equipment Trailers

55 ton lowboy
40 ton tagalong
20 ton tag a long
7 ton tag along
5 ton tag along
2 40 cyd dump trailers
Trailer-mounted water tank
600gallon
Trailer-mounted water tank
1000gallon
Trailer mounted pressure
washer

Fuel Truck

2001 Inter-3000 gallon

Service truck:

2004 Ford F550
1999 Ford F550

Light trucks:

GMC 3500
2012 Chevy Tahoe
2006 Ford 250
2002 Ford F35
2008 Ford Ranger
2003 Ford F350 Super duty
2004 Ford F350
2011 Chevy 2500
2006 Chevy 2500

Equipment:

Excavators:
Caterpillar 330
Caterpillar 325
Caterpillar 321
Caterpillar 318
2 Caterpillar 314
Caterpillar 305
Caterpillar 303

Front end loader:

2 Caterpillar 938

Rubber Tire Backhoes:

Caterpillar 420
Caterpillar 416

Dozer:

Caterpillar D6 widetrack dozer
Caterpillar D5 track dozer
Caterpillar D3 Track dozer
Caterpillar D4 track dozer

End dumps:

Caterpillar 35 ton off road
Caterpillar 40 ton off road

Skid steers:

Bobcat 175 tire skid steer
3 Caterpillar 289 track skid
steer

Compactors and rollers:

Caterpillar 569 dirt roller 84"
Ingersoll-Rand Dirt roller 66"
Bomag asphalt roller
Bomag Trench roller
5 jumping jacks
2 Plate tampers

Mueller Tapping machines:

3 B100 .5"-1"
D-5 1"-2"

**Lay Mor sweeper
Vermeer Trencher
Chipper**

3 Light tower
2 road saws

Generators:

400 KW Generator
100 KW Generator
15 KW Generator

Trench boxes:

2 20x8
16x8
10x8 allum.
Build a box
Manhole box
6 18x6 road plates
Spreaders up to 10'

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF New Jersey

COUNTY OF Ocean

SS:

I, Irving Perlstein, of the City/Town/Township/Borough, etc. Lakewood in the County of Ocean and the State of New Jersey full age, being duly sworn according to law on my oath depose and say that:

I am President an officer of the firm of Aro2 Site Contractors the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the _____,

(Name of the contracting agency)

as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J.A.C. 12:60-7.1 et seq., commits any of the acts listed therein, and as determined according to applicable law and regulation.

Irving Perlstein

732 886-8000

50 Houston Ave. Jackson N.J. 08527
(Insert Name, Telephone No., Fax No. and Address of Contractor)

Irving Perlstein

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this 13 day
of May 20 20

Renee Ungar

Notary Public of _____

My Commission Expires _____, 20 ____.
(Seal)

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 50102204

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey

COUNTY OF Ocean

ss:

Irving Perlstein of the (City, Town, Township,
Borough, etc.)

of LAKewood NJ in the County of Ocean and the

State of New Jersey, of full age, being duly sworn

according to law on my oath depose and say that:

I am President
of the firm of Ato2 Site Contractors Inc.
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full
authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above
named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and
made with full knowledge that the _____ relies upon the truth of the

(Name of contracting agency)

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

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure
such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee
except bona fide employees or bona fide established commercial or selling agencies maintained by

Ato2 Site Contractors Inc.

(Name of bidder)

Irving Perlstein

732 886 8000

50 Houston Ave. Jackson N.J. 08507

(Insert Name, Telephone No., Fax No. and Address of
Contractor)

Irving Perlstein

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this 13 day
of May 20 20

Renee Ugar

Notary Public of _____

My Commission Expires _____, 20 ____.
(Seal)

Revised 2/19

RENEE UGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 50102204

P-17

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

"Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit, to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 are not complied with.

Irving Perlstein

732 886 8000

50 Huston Ave. Jackson N.J. 08527

(Insert Name, Telephone No., Fax No. and Address of Contractor)

Irving Perlstein

(Insert Name and Title of Affiant)

Subscribed and sworn
before me this 13 day
of May 2020.

Renee Ungar

Notary Public of _____

My Commission Expires _____, 20 ____.
(Seal)

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 50102204

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
April 1, 2024
50102204

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF New Jersey

COUNTY OF Ocean

SS:

I, Irving Perlstein of the (City, Town, Township, Borough, etc.)
of [REDACTED] the County of Ocean and the
State of New Jersey of full age, being duly sworn

according to law on my oath depose and say that:

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

☒ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

☐ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.
If the bidder is not the actual owner or lessee of all the necessary equipment provide the source from which the equipment will be obtained (Attach additional sheets if necessary)

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

Irving Perlstein
732-904-6666
50 Houston Ave. Jackson N.J. 08527

(Insert Name, Telephone No., Fax No. and Address of Contractor)

Irving Perlstein
(Insert Name and Title of Affiant)

Subscribed and sworn
before me this 13 day
of May 2020

Renee Ungar

Notary Public of _____

My Commission Expires _____, 20 ____
(Seal)

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 50102204

Revised 2/19

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 50102204

P-19

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

In accordance with Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran.

The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he 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 debarment or suspension of the party.

PLEASE CHECK EITHER BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed below nor any of the entity's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

☐ I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: _____

Relationship to
Bidder/Vendor: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date _____

Bidder/Vendor: A to Z Site Contractors.

Contact Name: Minna Kipper

Contact Phone Number: 732 886 8000

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the _____ (CONTRACTING AGENCY) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the _____ (CONTRACTING AGENCY) to notify the _____ (CONTRACTING AGENCY) in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in 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 agreements(s) with the _____ (CONTRACTING AGENCY) and that the _____ (CONTRACTING AGENCY) at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Minna Kipper

Signature: M. Kipper

Title: Office Manager

Date: 5/18/20

Bidder/Vendor: A to Z Site Contractors, Inc

BID FORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary for, or proper for, or incidental to the Construction of Vermont Avenue Extension - Route 70 Off-Ramp to Chestnut Street, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the Lakewood Township or its Engineer prior to the date of opening the bids, whether received by the undersigned or not, for the amount bid based on the following unit and/or lump-sum prices:

NOTE: Extension of Unit Prices must be exact.

BASE BID

Item	Quantity	Units	Description	Unit Price	Amount
1	1	LS	MOBILIZATION	\$ 30,000	\$ 30,000 -
2	1	ALLOW	POLICE OFFICERS AND VEHICLE	\$ 20,000.00	\$ 20,000.00
3	1	LS	CLEARING SITE	\$ 10,000	\$ 10,000 -
4	1	DOLLAR	FUEL PRICE ADJUSTMENT	\$ 600.00	\$ 600.00
5	1	DOLLAR	ASPHALT PRICE ADJUSTMENT	\$ 1,100.00	\$ 1,100.00
6	20	UNIT	HAY BALES	\$ 15	\$ 300 -
7	2400	LF	SILT FENCE	\$ 4	\$ 9,600 -
8	8	UNIT	INLET FILTER, TYPE 2, 2' x 4'	\$ 250	\$ 2,000
9	9	UNIT	INLET FILTER, TYPE 1	\$ 250	\$ 2,250
10	3600	CY	EXCAVATION, UNCLASSIFIED	\$ 20	\$ 72,000
11	8	SF	SEDIMENT CONTROL BAG (IF & WHERE DIRECTED)	\$ 50	\$ 400 -
14	4790	SY	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	\$ 15	\$ 71,850
15	655	TON	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	\$ 105	\$ 68,775
16	1200	TON	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	\$ 100	\$ 120,000
17	800	GAL	TACK COAT	\$ 10	\$ 8,000
18	1800	GAL	PRIME COAT (IF & WHERE DIRECTED)	\$ 1 -	\$ 1,800
19	1	UNIT	MANHOLE, 4' DIAMETER	\$ 4,200	\$ 4,200
20	1	UNIT	MANHOLE, 8' DIAMETER	\$ 13,525	\$ 13,525
21	6	UNIT	INLET, TYPE 'B'	\$ 4,000	\$ 24,000
22	410	LF	15" REINFORCED CONCRETE PIPE	\$ 55	\$ 22,550
23	300	LF	18" REINFORCED CONCRETE PIPE	\$ 55	\$ 16,500
24	85	LF	PRECAST CONCRETE CULVERT, 48" WX30"D	\$ 1,220	\$ 103,700
25	12	CY	CONCRETE HEADWALL	\$ 700	\$ 8,400
26	3	UN	RESET EXISTING CASTING	\$ 2,000	\$ 6,000

J.P.

Item	Quantity	Units	Description	Unit Price	Amount
31	1	UNIT	OUTLET CONTROL STRUCTURE	\$ 16,500	\$ 16,500
32	43	SY	RIPRAP STONE CHANNEL PROTECTION, 36" THICK, D50=18"	\$ 210	\$ 9,030
33	8	SY	RIPRAP STONE OUTLET PROTECTION, 12" THICK, D50=6"	\$ 350	\$ 2,800
35	25	SY	CONCRETE DRIVEWAY, 6" THICK	\$ 90	\$ 2,250
36	700	SY	CONCRETE SIDEWALK, 4" THICK	\$ 70	\$ 49,000
37	10	SY	DETECTABLE WARNING SURFACE	\$ 300	\$ 3,000
38	5	UNIT	BICYCLE SAFE GRATES (IF & WHERE DIRECTED)	\$ 225	\$ 1,125
39	2310	LF	9"X18" CONCRETE VERTICAL CURB	\$ 25	\$ 57,750
48	4492	LF	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 4"	\$ 1.25	\$ 5,615
49	390	LF	TRAFFIC STRIPES, LONG LIFE, THERMOPLASTIC, 8"	\$ 2.50	\$ 975
50	0	LF	TRAFFIC STRIPES, THERMOPLASTIC, 12"	\$ 18	\$ - 0 -
51	25	LF	TRAFFIC STRIPES, THERMOPLASTIC, 24"	\$ 18	\$ 450
55	12	UN	RMP-BI-DIRECTIONAL, AMBER LENS	\$ 135	\$ 1,620
61	40	SF	REGULATORY AND WARNING SIGNS	\$ 25	\$ 1,000
96	920	UN	MILLING, 2" THICK	\$ 7	\$ 6,440
97	50	LF	6" X 18" CONCRETE HEADER	\$ 25	\$ 1,250
98	55	TON	CONSTRUCTION DRIVEWAY	\$ 60	\$ 3,000
99	265	SY	TOPSOIL STABILIZATION, TYPE 3 MAT	\$ 3	\$ 795
100	1290	SY	STRAW MULCH	\$ 0.50	\$ 645
101	1290	SY	TOPSOIL SPREADING, 4" THICK	\$ 5	\$ 6,450
102	1290	SY	FERTILIZING AND SEEDING, TYPE A-3	\$ 0.50	\$ 645
103	1	LS	MANUFACTURED TREATMENT DEVICE, MTD-1	\$ 83,000	\$ 83,000
104	1	LS	MANUFACTURED TREATMENT DEVICE, MTD-2A	\$ 78,000	\$ 78,000
105	1	LS	MANUFACTURED TREATMENT DEVICE, MTD-2B	\$ 70,000	\$ 70,000
106	1	LS	PREFABRICATED STORMWATER DETENTION SYSTEM, BASIN A	\$ 152,500	\$ 152,500
107	1	LS	PREFABRICATED STORMWATER DETENTION SYSTEM, BASIN B	\$ 220,000	\$ 220,000
109	4	UN	LARGE DECIDUOUS TREE, 2" CALIPER, 6'-8' HIGH, B&B, AR	\$ 165	\$ 660
110	3	UN	SMALL DECIDUOUS TREE, 2" CALIPER, 6'-8' HIGH, B&B, BN	\$ 100	\$ 300
111	380	UN	PERENNIAL, 2" x 5" PLUG CM (CAREX MUSKINGUMENSIS)	\$ 5	\$ 1,900
112	675	UN	PERENNIAL, 2" x 5" PLUG CR (CAREX RADIATA)	\$ 4	\$ 2,700
113	4	UN	DECIDUOUS SHRUB, 15"-18" HIGH, #3 CAN CA (CLETHRA ALNIFOLIA)	\$ 50	\$ 200

Item	Quantity	Units	Description	Unit Price	Amount
114	8	UN	DECIDUOUS SHRUB, 18"-24" HIGH, #3 CAN CS (CORNUS SERICEA 'BAILEY')	\$ 85	\$ 680
115	12	UN	DECIDUOUS SHRUB, 18"-24" HIGH, #3 CAN IT (ITEA VIRGINIANA)	\$ 85	\$ 1,020
116	4	UN	SMALL DECIDUOUS TREE, 4' -5' HIGH, #7 CAN MV (MAGNOLIA VIRGINIANA)	\$ 165	\$ 660
117	165	UN	PERENNIAL, 2.2"x4" PLUG MS (MATTEBUCCIA STRUTHIOPTERIS)	\$ 10	\$ 1,650
123	1	ALLOW	MISCELLANEOUS ADDITIONAL WORK	\$ 30,000.00	\$ 30,000.00

ITEM NOS. 12, 13, 27-30, 40-47, 50, 52-54, 56-60, 62-95, 108, 118-122 are Not Included in this Contract

SUB TOTAL: \$1,433,560.00

LAKEWOOD MUA PARTICIPATING ITEMS

1W	1	LS	CLEARING SITE	\$ 10,000	\$ 10,000
2W	100	CY	TEST PITS	\$ 50	\$ 5,000
3W	2020	LF	12" DUCTILE IRON WATER MAIN, CLASS 52	\$ 80	\$ 161,600
4W	2	UN	12" INSERTION VALVE	\$ 17,000	\$ 34,000
5W	12	UN	12" GATE VALVES AND BOXES	\$ 3,000	\$ 36,000
6W	25	UN	45 DEGREE BENDS	\$ 450	\$ 11,250
7W	8	UN	12"x12" TEE	\$ 750	\$ 6,000
8W	6	UN	12" CAP	\$ 250	\$ 1,500
9W	5	UN	FIRE HYDRANT ASSEMBLY, COMPLETE	\$ 6,200	\$ 31,000
10W	1	LS	PRESSURE TESTING & DISINFECTION OF WATERMAIN	\$ 3,500	\$ 3,500
11W	6	UN	CONCRETE CRADLES	\$ 750	\$ 4,500
12W	340	SY	DENSE GRADED AGGREGATE, 6" THICK	\$ 20-	\$ 6,800
13W	40	TON	HMA, 12.5M64 BASE COURSE, 4" THICK	\$ 125	\$ 5,000
14W	80	TON	HMA, 19.5M64 BASE COURSE, 6" THICK	\$ 125	\$ 10,000
15W	632	SY	MILLING, 1 1/2" THICK	\$ 14-	\$ 8,848
16W	50	TON	HMA, 9.5M64 SURFACE COURSE, 2" THICK	\$ 150	\$ 7,500
17W	10	LF	GRANITE BLOCK CURB	\$ 85	\$ 850
18W	275	SY	TRAFFIC STRIPES, THERMOPLASTIC, 4"	\$ 8.75	\$ 2,406.25
19W	20	LF	TRAFFIC STRIPES, THERMOPLASTIC, 24"	\$ 18	\$ 360
20W	55	SF	TRAFFIC MARKINGS, THERMOPLASTIC	\$ 15	\$ 825
21W	215	SY	TOPSOILING, 4" THICK	\$ 5	\$ 1,075
22W	215	SY	FERTILIZING AND SEEDING, TYPE A-3	\$ 1-	\$ 215
23W	3	UN	12"x8" REDUCER	\$ 400	\$ 1,200
24W	3	UN	8" GATE VALVES AND BOXES	\$ 1,800	\$ 5,400

Item	Quantity	Units	Description	Unit Price	Amount
25W	2	UN	8" CAP	\$ 250	\$ 500
26W	15	LP	8" DUCTILE IRON WATER MAIN, CLASS 52	\$ 100	\$ 1,500

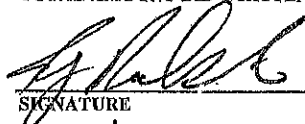
SUBTOTAL: \$ 356,829.25

TOTAL CONSTRUCTION COST, BASE BID Items #1 - #123, #1W-#26W Inclusive

\$ 1,738,689.25

ONE MILLION SEVEN HUNDRED THIRTY EIGHT
THOUSAND SIX HUNDRED EIGHTY NINE 25
100

TOTAL AMOUNT BID WRITTEN OUT


SIGNATURE

IRVING PEARLSTEIN, PRES.
NAME & TITLE

5/14/20
BID DATE

APZ SITE CONTRACTORS, INC.
COMPANY NAME

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT VERMONT AVE. EXT. PT. TO OFF-RAMP TO CHESTNUT ST.
TO TOWNSHIP OF LAKEWOOD
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

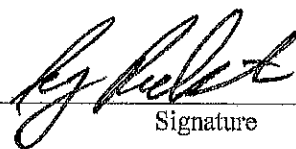
The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey, and that all suppliers and material men have been paid in full all amounts claimed by them, and there remains no outstanding claim, lien, or dispute; nor any contingent claim by any of the foregoing:

DATED: 5/14/20 Aro2 Site Contractors Inc
CONTRACTOR

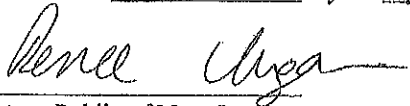
STATE OF NEW JERSEY

COUNTY OF Ocean

_____, being duly sworn according to law, upon his oath disposes and says that he is the _____ (Owner-pres. or authorized agent) of _____ (name of corporation) that he has read the aforesaid statement of certification and knows the content thereof, and that the same is true of his own knowledge and this affidavit is being executed by him pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of Laws of 1963).


Signature

Sworn and subscribed to
before me this 13 day of May 2020


Notary Public of New Jersey

RENEE UNGAR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 1, 2024
Commission # 50102204